

**Lord Corporation FAR / DFARS Flowdowns for Non-Commercial Items (10/15)  
Form 0602-05**

**LORD CORPORATION FAR AND DFARS FLOWDOWN PROVISIONS FOR  
PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U.S.  
GOVERNMENT PRIME CONTRACT**

The terms and conditions contained herein supplement the *Lord Corporation Standard Terms and Conditions* and apply to Lord Corporation Purchase Orders—under a U.S. Government Prime Contract—for items that do NOT meet the Commercial Items definition at FAR 2.101. To the extent that the Commercial Item definition applies to Work under the Purchase Order, then SELLER agrees that *Lord Corporation FAR/DFARS Flowdowns for Commercial Items* shall be applicable, in lieu of these terms and conditions, effective as of the date of the Purchase Order.

**SECTION I: GENERAL PROVISIONS**

**1. ADHERENCE TO APPLICABLE LAWS**

(a) If: (i) LORD CORPORATION's contract price or fee is reduced; LORD CORPORATION's cost are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on LORD CORPORATION; or (iv) LORD CORPORATION incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, LORD CORPORATION may proceed as provided for in (c) below.

(b) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Contract, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon LORD CORPORATION's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on LORD CORPORATION's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, if (v) the U.S. Government alleges any of the foregoing; and, as a result, (1) LORD CORPORATION's contract price or fee is reduced; (2) LORD CORPORATION's costs are determined to be unallowable; (3) any fines, penalties, withholdings, or interest are assessed on LORD CORPORATION; or (4) LORD CORPORATION incurs any other costs or damages; LORD CORPORATION may proceed as provided for in (c) below.

**(c) Upon the occurrence of any of the circumstances, other than withholdings identified in paragraphs (a) and (b) above, LORD CORPORATION may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), LORD CORPORATION may withhold the same amount from SELLER under this contract.**

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(d) Equal Opportunity for The Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (i) The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. The clause applies if this Contract is for \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA. As used in the clause, "contractor" means SELLER." This clause applies in addition to FAR 52.222-35 if included in this Contract. (ii) **LORD Corporation and SELLER shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

(e) Equal Opportunity for Workers with Disabilities. (i) The clause at 41 CFR 60-741.5 is incorporated herein by reference. The clause applies if this Contract is in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended. As used in the clause, "contractor" means SELLER." This clause applies in addition to FAR 52.222-36 if included in this Contract. (ii) **LORD Corporation and SELLER shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

## 2. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "PO," "Purchase Order," or other such type designation, including all referenced documents, exhibits and attachments.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations. The regulation and its supplements can be found at Website <http://farsite.hill.af.mil/>

(c) "LORD CORPORATION" means Lord Corporation, acting through its business units as identified on the face of this Contract.

(d) "LORD CORPORATION Procurement Representative" means a person authorized by LORD CORPORATION's cognizant procurement organization to administer and/or execute this Contract.

(e) "PO" or "Purchase Order" means this Contract.

(f) "SELLER" means the party identified on the face of this Contract with whom LORD CORPORATION is contracting.

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(g) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

**3. DISPUTES**

All disputes under this Contract which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by LORD CORPORATION.

**4. EXPORT CONTROL**

(a) SELLER agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

(b) SELLER agrees to notify LORD CORPORATION if any deliverable under this Contract is restricted by export control laws or regulations.

(c) SELLER shall immediately notify the LORD CORPORATION Procurement Representative if SELLER is, or becomes, listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(d) If SELLER is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, SELLER represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Where SELLER is a signatory under a LORD CORPORATION export license or export agreement (e.g., TAA, MLA), SELLER shall provide prompt notification to the LORD CORPORATION Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the SELLER's performance under this Contract.

**(f) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.**

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**5. GRATUITIES/KICKBACKS**

(a) SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a LORD Corporation supplier.

**(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.**

**6. PRIORITY RATING**

If so identified, this Contract is a “rated order” certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

**7. RELEASE OF INFORMATION**

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of LORD CORPORATION.

**SECTION II: FAR / DFARS FLOWDOWN PROVISIONS**

**A. INCORPORATION OF FAR / DFARS CLAUSES**

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a “Disputes” clause shall mean the “Disputes” Clause of this Contract.

**B. GOVERNMENT SUBCONTRACT**

This Contract is entered into by the parties in support of a U.S. Government contract. As used in the FAR / DFARS clauses referenced below and otherwise in this Contract:

1. “Commercial Item” means a commercial item as defined in FAR 2.101.
2. “Contract” means the LORD CORPORATION Purchase Order and its referenced and incorporated terms and conditions.

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3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LORD CORPORATION's government prime contract under which this Contract is entered.
4. "Contractor" and "OFFEROR" means the SELLER, as defined in the LORD CORPORATION Purchase Order incorporating the terms and conditions herein, acting as the immediate (first tier) subcontractor to LORD CORPORATION.
5. "Prime Contract" means the contract between LORD CORPORATION and the U.S. Government or between LORD CORPORATION and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by the contractor or lower-tier subcontractors under this Contract.

**C. NOTES**

1. Substitute "LORD CORPORATION" for "Government" or "United States" throughout this clause.
2. Substitute "LORD CORPORATION Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.
3. Insert "and LORD CORPORATION" after "Government" throughout this clause.
4. Insert "or LORD CORPORATION" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through LORD CORPORATION.
6. Insert "and LORD CORPORATION" after "Contracting Officer," throughout the clause.
7. Insert "or LORD CORPORATION PROCUREMENT REPRESENTATIVE" after "Contracting Officer," throughout the clause.
8. If Contractor is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to do Work on the Contract.

**D. AMENDMENTS REQUIRED BY PRIME CONTRACT**

Contractor agrees that upon the request of LORD CORPORATION it will negotiate in good faith with LORD CORPORATION relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LORD CORPORATION may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime

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Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

**E. PRESERVATION OF THE GOVERNMENT'S RIGHTS**

If LORD CORPORATION furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LORD CORPORATION, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U. S. Government prime contracts.

**F. FAR / DFARS FLOWDOWN CLAUSES**

**REFERENCE      TITLE**

**1. The following FAR clauses apply to this Contract as indicated:**

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Contract exceeds \$150,000.)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds \$150,000.)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007) (Applies if this Contract exceeds 5,000,000. Contact LORD Corporation Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2104) (Applies if this Contract exceeds \$150,000.)

52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

52.204-9 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where Contractor will have physical access to a federally-controlled facility or access to a Federal information system.

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52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (Subparagraph (d)(2) does not apply. If Contractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Contractor shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) (Applies if this Contract exceeds \$30,000. Copies of notices provided by Contractor to the Contracting Officer shall be provided to LORD Corporation.)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applies if this Contract exceeds \$150,000 and if: (1) Contractor is required to furnish cost or pricing data, or (2) the Contract requires Contractor to furnish cost, funding, or performance reports, or (3) this is an incentive or re-determinable type contract. Note 3 applies. Alternate II applies if Contractor is an educational or non-profit institution.)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "LORD Corporation" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "LORD Corporation" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds \$150,000. Delete paragraph (b) of this clause.)

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52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)  
(Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and Contractor proposed facilities capital cost of money in its offer.)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)  
(Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and Contractor proposed facilities capital cost of money in its offer.)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(1) and (b).)

52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$700,000. Notes 4 and 6 apply.)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (Note 8 applies.)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) (Applies if this Contract exceeds \$650,000 except the clause does not apply if Contractor is a small business concern. Note 2 is applicable to paragraph (c) only. Contractor's subcontracting plan is incorporated herein by reference. Note 8 applies.)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2014) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)



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- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Note 8 applies.)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Note 8 applies.)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) (Applies if this Contract is for \$100,000 or more. Note 8 applies.)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES ACT (JUL 2014) (Applies if this Contract exceeds \$15,000. Note 8 applies.)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) (Applies if this Contract is for \$100,000 or more. Note 8 applies.)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (Note 2 applies. In paragraph (e) Note 3 applies.)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) (Applies if this Contract exceeds \$3,000 except for commercial services that are part of the purchase of a COTS item (or an end item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)
- 52.223-11 OZONE DEPLETING SUBSTANCES (MAY 2001) (Applies if the Work was manufactured with or contains ozone-depleting substances.)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,000. Note 8 applies.)

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52.225-1 BUY AMERICAN ACT – SUPPLIES (FEB 2009) (Applies if the Work contains other than domestic components. Note 2 applies to the first time “Contracting Officer” is mentioned in paragraph (c).)

52.225-5 TRADE AGREEMENTS (NOV 2013) (Applies if the Work contains other than U.S.-made or designated country end products as specified in the clause.)

52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Notes 2 and 4 apply.)

52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times “Government” appears in paragraph (d). Note 2 applies.)

52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and Contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the LORD Corporation Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if Contractor is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental or research work and Contractor is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted. If not otherwise included in this Contract, the name and address of the contracting officer may be obtained from LORD Corporation’s authorized representative.)

52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies.)

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52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

52.230-2 COST ACCOUNTING STANDARDS (MAY 2014) (Applies only when referenced in this Contract that full CAS coverage applies. “United States” means “United States or LORD Corporation.” Delete paragraph (b) of this clause.)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014) (Applies only when referenced in this Contract that modified CAS coverage applies. “United States” means “United States or LORD Corporation.” Delete paragraph (b) of the clause.)

52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (MAY 2014) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTIONS (MAY 2014) (Applies only when referenced in this Contract that this CAS clause applies. “United States” means “United States or LORD Corporation.” Delete paragraph (b) of this clause.)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event LORD Corporation’s customer has directed LORD Corporation to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, LORD Corporation may, by written order to Contractor, direct Contractor to stop performance of Work called for by this Contract. “30 days” means “20 days” in paragraph (b)(2). Note 1 applies except the first time “Government” appears in paragraph (f). In paragraph (f) add after “33.104(h)(1)” the following: “and recovers those costs from LORD Corporation.)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Notes 1 and 2 apply.)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies the second time “Government” appears in the clause.)

52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

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52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

52.243-1 CHANGES – FIXED PRICE (AUG1987) (Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this Contract is for supplies and services.)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)

52.245-1 GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012) (“Contracting Officer” means “LORD Corporation” except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes LORD Corporation. “Government” is unchanged in the phrases “Government property” and “Government furnished property” and where elsewhere used except in paragraph (d)(1) where it means “LORD Corporation” and except in paragraphs (d)(2) and (g) where the term includes LORD Corporation. The following is added as a paragraph (n) “Contractor shall provide to LORD Corporation immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Contractor, or (ii) makes a determination that Contractor’s property management practices are inadequate, and/or present an undue risk, or that Contractor has failed to take corrective action when required.”)

52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time “Government” appears; (f), (h), (j), and (l) where Note 1 applies.)

52.246-4 Inspection of Services – FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

52.248-1 VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds \$150,000. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where “Government” precedes “cost” throughout. Note 2 applies. In paragraph (m) “Government” is unchanged. Also, “Government” does not mean “LORD Corporation” in the phrase “Government costs.”)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time “Government”

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appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time “Government” appears in paragraph (d). In paragraph (n) “Government” means “LORD Corporation and the Government.” In paragraph (c) “120 days” is changed to “60 days.” In paragraph (d) “15 days” is changed to “30 days,” and “45 days” is changed to “60 days.” In paragraph (e) “1 year” is changed to “6 months.” Paragraph (j) is deleted. In paragraph (l) “90 days” is changed to “45 days.” Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP 1996) (Applies in lieu of 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a non-profit or no-fee basis. Contractor is an educational or nonprofit institution. Notes 1 and 2 apply. In paragraph (c) “120 days” is changed to “60 days.” In paragraph (d) “1 year” is changed to “6 months.” In paragraph (e) “1 year” is changed to “6 months.” Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time “Government” appears in paragraph (e). Timely performance is a material element of this Contract.)

**2. The following DFARS clauses apply to this Contract as indicated:**

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds \$150,000. The terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to LORD Corporation not the Government. In paragraph (f), note 5 applies.)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) (Applies when FAR 52.203-13 applies to this Contract.)

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012) (Applies in lieu of FAR 52.203-14.)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) (Applies if the Prime Contract contains this clause.)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (Note 2 applies to paragraph (c))

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252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (AUG 2015) (Note 2 applies to paragraph (b)(1)(ii)(A). Reports required under paragraph (c) shall be rapidly reported both directly to DoD at <http://dibnet.dod.mil> and to LORD Corporation as soon as practicable. Note 6 applies to paragraph (g).)

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

252.211-7000 ACQUISITION STREAMLINING (OCT 2010) (Applies if this contract exceeds \$1.5M. Note 1 applies.)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (DEC 2013) (Applies if this Contract requires the Work to contain unique item identification. Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to LORD Corporation. "Government" means "LORD Corporation" except in the definition of "issuing agency" in paragraph (a).)

252.215-7000 PRICING ADJUSTMENTS (DEC 2012) (Applies if FAR 52.215-12 or 52.215-13 applies to this Contract.)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) (Applies if FAR 52.219-9 applies to this Contract.)

252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both Contractor in its own capacity and to Contractor's covered subcontractors.)

252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) (Applies if Contract requires Work on a DoD installation.)

252.223-7008 PROHIBITION ON HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

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252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if Contractor is supplying items on the U.S. Munitions list.)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the Work to be furnished contains specialty metals. **As modified by Clause #410 in LORD Purchase Order Supplement Form 460.**)

252.225-7013 DUTY-FREE ENTRY (NOV 2014) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52.225-8.)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a)(2).)

252.225-7021 TRADE AGREEMENTS (NOV 2014) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)

252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006) (Applies where Contractor will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time “Contracting Officer” appears. In subparagraph (f)(1) “Contractor” shall mean “LORD Corporation.” LORD Corporation shall have no liability to Contractor for any incentive payment under this clause unless and until the Government provides said incentive payment to LORD Corporation.)

252.227-7013 RIGHTS IN TECHNICAL DATA – NON-COMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)

252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)

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252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT – FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for “contract” and “subcontract” shall not apply herein, except for the first reference to the contract. Note 4 applies.)

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

252.227-7038 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) Contractor is not a small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a) Note 5 applies. In paragraph (b) Note 3 applies.)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7003 FREQUENCY AUTHORIZATION--BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

252.239-7018 SUPPLY CHAIN RISK (NOV 2013) (Applies if this Contract involves the development or delivery of any information technology, whether acquired as a service or as a supply. Note 4 applies.)



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252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract.)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JUN 2013)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems or subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Contractor shall provide notifications to LORD Corporation and the contracting officer identified to Contractor.)

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply.)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2010) (Applies if this Contract exceeds \$650,000. Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

## **G. CERTIFICATIONS AND REPRESENTATIONS**

**1. This clause contains certifications and representations that are material representations of fact upon which LORD CORPORATION will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of LORD CORPORATION, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by LORD CORPORATION. Contractor shall immediately notify LORD CORPORATION of any change of status with regard to these certifications and representations.**

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**(a) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations and contracts exceeding \$150,000)

(1) Definitions. As used in this provision—

“Lobbying contact” has the meaning provided in 2 U.S.C. 1602(8)

The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR Clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (FAR 52.203-12).

(2) Prohibition. The prohibition and exceptions contained in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (FAR 52.203-12) are hereby incorporated by reference in this provision.

(3) Certification. Contractor hereby certifies to the best of its knowledge and belief that no Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(4) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, Contractor shall complete and submit, with its offer, to LORD CORPORATION OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Contractor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(5) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

**(b) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**

(1) Contractor certifies to the best of its knowledge and belief, that:

(i) Contractor and/or its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in subdivision (1)(i)(B) of this provision; and

(ii) Contractor has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal Tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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(iii) The taxpayer has entered into an installment agreement pursuant to the I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(3) Contractor shall provide immediate written notice to LORD CORPORATION if, at any time prior to contract award, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, LORD CORPORATION may terminate this contract for default.

**(c) FAR 52.222-22 Previous Contracts and Compliance Reports.**

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) Contractor has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**(d) FAR 52.222-25 Affirmative Action Compliance.**

Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.