

Equal Employment Opportunity Compliance Certificate

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror.

This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt subcontracts awarded while this certificate is in effect. Seller agrees to promptly notify Teledyne of any change in Seller's status with respect to E.E.O. Compliance.

The undersigned Seller certifies the following to Teledyne EMS, Lewisburg Facility, hereinafter to as Buyer.

- A. Certification of Non-segregated Facilities. Seller certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Seller agrees that a breach of his certification is a violation of the Equal Opportunity clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, time clocks, locker rooms and other storage or dressing areas, transportation, and drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from the proposed subcontractors for the specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certification in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed

subcontracts have submitted identical certifications for specific time period): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

(Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

- B. The offeror represents that it has developed and has on file maintained at each establishment affirmative action compliance programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).
- C. Seller certifies (1) that if it has participated in a previous contract to subcontract subject either to the Equal Opportunity Clause below, or the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, it has filed all required compliance reports; and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- D. Equal Opportunity Clause: Unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order No. 11246 of September 24, 1965, as amended, Seller, during the performance of subcontract he may receive from buyer, agrees as follows: (41 CFR, Sec. 60-1-4 (a) (1) through (7).

(If, during any twelve (12) month period including the 12 months preceding the award of the contract, the Seller has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of \$10,000, the Seller shall comply with (1) through (7) below.

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Upon request, the Seller shall provide information necessary to determine the applicability of this clause).

- (1) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity Clause.
- (2) Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or worker's representative of Seller's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Seller will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulation, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of Seller's noncompliance with the Equal Opportunity clause of this subcontract or with and of the said rules, regulations, or orders, this subcontract may be canceled, terminated or suspended in whole or in part, and the Seller may be declared ineligible for further Government contracts, in accordance with procedures authorized in Executive Order No.11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and other such sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) Seller will include the provisions of Paragraphs (1) through (7) in every subcontract unless exempted by rules, regulation, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontract as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or Seller as a result of such direction by the contracting agency. Seller may request the United States to enter into such litigation to protect the interest of the United States.