

EQUAL EMPLOYMENT OPPORTUNITY

1. In compliance with the provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders issued pursuant thereto, the following provisions are hereby incorporated in and made a part of this Contract. During the performance of this Contract, Contractor agrees as follows:
 - A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor 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. Contractor 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 nondiscrimination clause.
 - B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - C. Contractor 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 workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, 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.
 - F. In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and Supplier may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. Supplier will include the provisions of subparagraphs A through G of this paragraph 1 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - H. The "equal opportunity clause" set forth in 41 CFR 60-1.4(a), the "equal opportunity clause" set forth in 41 CFR 60-1.4(b), and the "standard Federal equal employment opportunity construction contract specifications" set forth in 41 CFR 60-4.3(a) are each hereby incorporated by reference in this Contract as though fully set forth herein.
2. In compliance with the provisions of the Rehabilitation Act of 1973, as amended, the "affirmative action clause" set forth in 41 CFR 60-741.4 is hereby incorporated by reference in this Contract as though fully set forth herein.
3. In compliance with the provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, the "affirmative action clause" set forth in 41 CFR 60-250.4 and the "reporting requirements clause" set forth in 41 CFR 61-250.10 are each hereby incorporated by reference in this Contract as though fully set forth herein.

EQUAL EMPLOYMENT OPPORTUNITY

1. Contractor hereby certifies that he has filed annual compliance reports on standard Form 100(EEO-I) in compliance with the provisions of 41 CFR 60-1.7, unless exempt under the provisions of 41 CFR 60-1.5, and that he has required and obtained (or will require and obtain prior to the award of any subcontract) a similar certification from each of his nonexempt subcontractors.
2. Contractor hereby certifies that he has developed and maintains a written, signed, affirmative action plan as specified in 41 CFR 60-1.40 for each of his establishments, and that he has required and obtained (or will require and obtain prior to the award of any subcontract) a similar certification from each of his nonexempt subcontractors.
3. Contractor hereby certifies, in compliance with the provisions of 41 CFR 60-1.8, that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform services at any location, under his control, where segregated facilities are maintained. Contractor hereby further certifies that he has required and obtained (or will require and obtain prior to the award of any subcontract) a similar certification from each of his nonexempt subcontractors.

Date:

(Name of Contractor)

By _____

(Signature)

(Title)

Return This Copy to Kaiser Aluminum Fabricated Products LLC