



Certifications – Environmental Protections

OECO, LLC

A. Definitions. As used in this document:

“Buyer” means [OECO, LLC].

“Government” means the federal government of the United States.

“Order” means any contract or subcontract between the Buyer and the Seller for the supply of Products or Services, resulting from the Buyer’s request.

“Product” means any products, components, goods or materials agreed in the Order to be supplied to the Buyer by the Seller (including any part or parts of them).

“Seller” means the company or corporation named on the quotation or Order acceptance and/or who supplies the Product and/or Services to the Buyer and applies to any reference in the applicable FAR/DFARS provisions to “contractor” or “offeror.” .

“Services” means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Order to be provided to the Buyer by the Seller (including any part or parts of them).

B. Certifications and Representations.

The Seller certifies that the information provided herein shall remain valid from the date of signature below until the conclusion of any contract or order accepted by Seller. The Seller agrees to provide immediate written notice to Buyer if any of the Seller’s certifications and representations change at any time from the date of signature below through the performance of any contract or order accepted; such notice shall not constitute a waiver of Seller’s obligations to perform as previously certified. The Seller acknowledges that Buyer shall rely on the information provided herein in its performance of Government contracts. The Seller understands that it may be subject to immediate default termination by Buyer and debarment/suspension or prosecution for potential criminal or civil penalties by the Government, if the Seller misrepresents or falsely or fraudulently completes any of these certifications or representations. Further, Seller indemnifies and holds Buyer harmless from any damages arising from a false or fraudulent certification herein. Seller shall flow-down these certifications and obligations to its suppliers, to the extent required by the applicable FAR/DFARS provision.

1. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
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- (A) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the order).
- (B) The Seller certifies that it complies with FAR 52.223-3 and as such must list any hazardous material, as defined in paragraph (A) of this clause, to be delivered under this order. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this order.

Material (If none, insert "None"):

Identification No.:

- (C) This list must be updated during performance of the order whenever the Seller determines that any other material to be delivered under this order is hazardous.
- (D) The Seller agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (B) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the Seller is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the Seller being considered ineligible for award.
- (E) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (D) of this clause, the Seller shall promptly notify the Buyer and resubmit the data.
- (F) Neither the requirements of this clause nor any act or failure to act by the Buyer or the Government shall relieve the Seller of any responsibility or liability for the safety of Government, Buyer, Seller, or subcontractor personnel or property.
- (G) Nothing contained in this clause shall relieve the Seller from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (H) The Buyer's and the Government's rights in data furnished under this order with respect to hazardous material are as follows:



(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Buyer and the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (H)(1) of this clause, in precedence over any other clause of this order providing for rights in data.

(3) The Buyer and the Government are not precluded from using similar or identical data acquired from other sources.

2. FAR 52.223-7 Notice of Radioactive Materials (JAN 1997)

(A) The Seller certifies that it complies with FAR 52.223-7 and as such shall notify the Buyer, in writing, prior to the delivery of, or prior to completion of any servicing required by this order of, items containing either:

- (1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this order, or
- (2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Seller which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(B) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Buyer shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the order.

3. FAR 52.223-11 Ozone-Depleting Substances (MAY 2001)

(A) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or



(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

- (B) The Seller certifies that it complies with FAR 52.223-11 and as such shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR part 82, subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) _____

, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

* The Seller shall insert the name of the substance(s).

4. DFARS 252.223–7001 Hazard Warning Labels (DEC 1991)

- (A) “Hazardous material,” as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this order.
- (B) The Seller certifies that it complies with DFARS 252.223-7001 and as such shall label the item package (unit container) of any hazardous material to be delivered under this order in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (C) The Seller further certifies that it shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this order will be labeled in accordance with one of the Acts in paragraphs (B)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.



Material (if none, insert "None.")

Act

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- (D) The Seller agrees to submit, before order acceptance, a copy of the hazard warning label for all hazardous materials not listed in paragraph (C) of this clause. The Seller shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this order.
 - (E) The Seller shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this order).

5. DFARS 252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)

- (A) Definitions. As used in this clause:

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate. Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

- (B) Prohibition. The Seller certifies that it complies with DFARS 252.223-7008 and as such:

(1) The Seller shall not provide any deliverable or construction material under this order that:

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

- (C) If incorporation of hexavalent chromium in a deliverable or construction material is required, the Seller must submit a request to the Buyer prior to order acceptance. Such



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incorporation is subject to Buyer's express approval, at Buyer's sole discretion, by modification of order.

**CERTIFICATION (SIGNATURE) IS REQUIRED BY AN AUTHORIZED OFFICIAL
VERIFYING THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND CORRECT.
Signature below applies to all provisions above.**

Company: _____ **Date:** _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Email: _____