



PURCHASE ORDER FOR COMMODITY ITEMS ("Order")	
Order No:	[PROJ-000##]
Order Date:	[Order Date]

CONTRACTOR	VENDOR
Contractor: {OurCompany} ("Contractor")	Vendor: {Vendor Name} ("Vendor")
Business Address: 185 Devlin Road Napa, CA 94558	Business Address: {Vendor Address} {Vendor City, State & Zip}
Contact Person: {Project Manager Name}	Contact Person: {Primary Vendor Contact}
Telephone Number: {Project Manager Phone}	Telephone Number: {Vendor Phone}
Fax Number: 707.265.1199	Fax Number: {Vendor Fax}
E-Mail: {Project Manager Email}	E-Mail: {Vendor Email}

SEND INVOICES TO:	{OurCompany} 185 Devlin Road Napa, CA 94558 <a href="mailto:accounting@novagr.com">accounting@novagr.com</a> or Fac (707)265-1190	Payment: Net 30 days  See Section 3. Include the Order number on all invoices.
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SHIP TO:	[Location] [Delivery Address] [City, State, Zip]	Deliver by: [Date]
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**CALL 24 HOURS PRIOR TO DELIVERY**

**EXHIBIT SB TO THIS PURCHASE ORDER IS A CERTIFICATION OF THE VENDOR'S SIZE AND STATUS IN ACCORDANCE WITH THE SMALL BUSINESS ACT AND 13 C.F.R. PARTS 121-127. THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE VENDOR AND RETURNED TO THE CONTRACTOR. FAILURE TO COMPLETE, SIGN, AND RETURN THIS DOCUMENT WILL PRECLUDE PROCESSING VENDOR'S REQUEST FOR PAYMENTS.**

**EXHIBIT SC TO THIS PURCHASE ORDER INCLUDES FEDERAL ACQUISITION REGULATIONS (FAR) RELATING TO IMMIGRATION, E-VERIFY REQUIREMENTS, BUSINESS ETHICS & COMPLIANCE, CERTIFICATIONS AND CLAIMS OR PROPOSALS, PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, AND CLEAN AIR AND WATER. VENDOR, BY SIGING THIS AGREEMENT, HEREBY CERTIFIES PER THE UNINCLUDED PROVISIONS.**

**EXHIBIT FED TO THIS PURCHASE ORDER INCLUDES THE PROVISIONS OF THE FEDERAL ACQUISITION REGULATIONS (FAR) OR CODE OF FEDERAL REGULATIONS (CFR) WHICH ARE APPLICABLE TO THIS ORDER IN ACCORDANCE WITH THE CONTRACT. THE VENDOR SHALL INCLUDE THESE CLAUSES IN ALL COVERED LOWER TIER SUBCONTRACTS AND PURCHASE ORDERS.**

**EXHIBIT T&C TO THIS PURCHASE ORDER INCLUDES ADDITIONAL TERMS AND CONDITIONS. THE VENDOR, BY SIGNING THIS AGREEMENT, AGREES TO COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS ORDER.**

**1. ENTIRE ORDER**

«OurCompany» ("Contractor") entered into Contract No. {Contract Number Project Title, Project Location} ("Contract" or "Prime Contract") with {Government Agency}, ("Owner" or "Government"). That Contract and all plans, specifications, amendments, general, special and supplemental conditions, addenda and change orders thereto are incorporated by reference in this Order. Specifications which are incorporated by reference into the Contract are so incorporated by reference into this Order. That Contract, including all amendments can be accessed at {file location}.

As used in this Order or referenced documents, the term "Subcontractor" means the Vendor and the term "Subcontract" means this Order.

**2. ORDER**

Vendor shall furnish all material and equipment on this Order in full accordance with the Contract. All furnished material and equipment is subject to approval of Contractor and Owner. Contractor agrees to pay the vendor the sum of, {Total Subcontract Dollars Written Out} {Total Subcontract Dollar}, subject to the provisions hereof and to make payments in accordance with this Order. Unless stated otherwise, the prices in this Order are in United States dollars.

Item	Phase	Description	UM	Quantity	NTE	Unit Price	Extended Price
1							
2							
3							
<b>TOTAL</b>							<b>\$0.00</b>

(1) If this Order includes Not-to-Exceed (NTE) amount(s), Vendor shall provide work on a reimbursable basis within the NTE the price identified. Vendor shall notify the Contractor when 75% of the NTE amount has been expended or is expected to be expended. Vendor shall not exceed the NTE amount without approval by the Contractor and issuance of a revised Order.

(2) If this Order includes unit price(s), Vendor acknowledges that the unit price(s) stated shall represent full payment for items identified above, including direct and indirect costs and profit.

2.1 {PO Description}

2.2 In particular, refer to specifications, including but not limited to, Specification Section {Spec Section}

2.3 Shipment of the material will be as quoted or better, {#00} weeks after receipt of approved submittals or sooner.

**3 PAYMENT**

3.1 Invoices.

(1) The Vendor's invoices shall be submitted to the Contractor in form and content acceptable to Contractor and Owner. Contractor reserves the right to return to the Vendor for correction any and all invoices containing error and/or not in agreement with this Order.

(2) Invoices must be submitted after the material is received. Invoices received before delivery will be returned.

(3) Vendor's invoices will be the basis for determining amounts earned by the Vendor.

(4) The invoice must identify by Order Line Item (identified in Section 2 above) the quantities billed. Invoices that do not identify the Order Line Item will be returned.

(5) The invoice must have a distinctive invoice number and must include the purchase order number. Invoices that do not include the purchase order will be returned.

3.2 Payment Schedule. Notwithstanding anything to the contrary as identified in this order, the amounts shall be paid by the Contractor as follows:

(1) Payments will be made to Vendor each month in an amount equal to the value of material/equipment delivered and accepted, as determined by Contractor, payable within thirty (30) calendar days after receipt of a proper invoice. Partial payments shall not be construed as an acceptance of the material/equipment or waiver of any of Contractor's rights. Acceptance of final payment shall constitute a release by Vendor in favor of Owner and of Contractor and its surety of all claims with respect to this Order, other than claims excepted by the written consent of Contractor.

(2) If payment is not made in accordance with the above, Contractor shall pay Vendor interest for the period beginning on the day after the required payment date and ending on the date on which payment is made, computed at the rate of interest established by the Secretary of the Treasury and published in the Federal Register for interest payments under Section 12 of the Contract Disputes Act of 1978 at the time Contractor accrues the obligation to pay an interest penalty.

**4 SMALL BUSINESS PARTICIPATION**

4.1 North American Industry Classification System (NAICS)

The NAICS for the Work under this Order is:

NAICS Number:	{NAICS Number}	Size Standard:	{NAICS Size Standard}
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4.2 Size Standards

Small Business Size Standards matched to North American Industry Classification System (NAICS) are found at [www.naics.org](http://www.naics.org) or [www.census.gov](http://www.census.gov). Sector 23 is construction; subsector 235 construction of buildings, subsector 237 heavy and civil engineering construction, and subsector 234 specialty trade contractors. Upon request, Contractor will provide Vendor with a copy of the Small Business Size Standards matched to NAICS.

4.3 Small Business Subcontracting Plan

Vendor shall be bound to the extent applicable to the provisions of FAR 52.219-9, Small Business Subcontracting Plans and, to the extent that Vendor is a large business, Vendor acknowledges that Vendor is expressly subject to FAR 52.219-9. If Vendor is a large business and this Order is in excess of \$1,500,000.00, then Vendor shall adopt a Small Business Subcontract plan as described in FAR 52.219-9 and submit to Contractor as provided for in FAR 52.219-9. Complete Plan no later than ten (10) calendar days after issuance of this Order. Submit Individual Subcontract Report (ISR) as required.

4.3.1 Subcontracting Plan Information

Contract Number:	{Contract Number}
Contractor DUNS:	{DUNS}
Contractors Official for receipt or rejecting ISR:	<a href="mailto:mona.carlson@novagr.com">mona.carlson@novagr.com</a>

**5. TERMS AND CONDITIONS.** The terms and conditions of this Order are included and binding per Exhibit "T&C".

**CONTRACTOR: {OurCompany}**

**Vendor: {Vendor}**

By: \_\_\_\_\_  
 {Project Manager Name}  
 Project Manager

By: \_\_\_\_\_  
 (Signature)

Print Name/Title: \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT SB  
BUSINESS STATUS CERTIFICATION**

**Subcontractor/Vendor, by signing this Subcontract/Order/Agreement, certifies to the following (complete shaded blocks):**

**1 DUNS, CAGE CODE, AND NAICS CODE**

Subcontractor/Vendor hereby certifies himself/herself/itself:

DUNS (if applicable):			
SAM Entity ID (if applicable)			
CAGE Code (if applicable):			
NAICS:	«udNAICSNo»	Size Standard:	«udNAICSSizeStandard»

**2 CERTIFICATION**

Subcontractor/Vendor hereby certifies himself/herself/itself:

<input type="checkbox"/> Government, state, local, municipal or “Not for Profit” organization	
<input type="checkbox"/> Large Business Concern	
<input type="checkbox"/> Small Business Concern <i>(check all other boxes that apply)</i>	<input type="checkbox"/> Small Disadvantaged Business Concern <input type="checkbox"/> HUBZone Small Business Concern <input type="checkbox"/> Woman-Owned Small Business Concern <input type="checkbox"/> Veteran Owned Small Business Concern <input type="checkbox"/> Service-Disabled Veteran Owned Small Business Concern

*For internal company reporting, please complete the following:*

Large and Small Business Concerns <i>(check all boxes that apply)</i>	<input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> LGBTQ-Owned Business Enterprise (LGBTQBE) <input type="checkbox"/> Disability-Owned Business Enterprise (DOBE)
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The offeror represents and certifies that the above information is true and understands that whoever for the purpose of securing a contract or subcontract under subsection (a) of Section 1207 of Public Law 99-661 misrepresents the status of any concern or person as a Small Business (SB) concern, Small Disadvantaged Business (SDB), Historically Underutilized Business Zone (HUBZone), Woman Owned Small Business (WOSB), Veteran Owned Small Business (VOSB), or Service-Disabled Veteran Owned Business (SDVOSB) (as described below) shall be

- (i) punished by imposition of a fine, imprisonment, or both;
- (ii) be subject to administrative remedies including suspension and disbarment; and,
- (iii) be ineligible for participation in programs conducted under the authority of the Small Business Act.

See also FAR 52.219(e)(4). The offeror represents and certifies that by submission of its offer and execution of this Subcontract/Order/Agreement the certifications in System for Awards Management, [www.sam.gov](http://www.sam.gov) (if [registered](#)), are correct and complete as of the date of the offer for this subcontract.

**3 BUSINESS TYPE DEFINITIONS**

***Small Business Concern:*** A concern including affiliates, that is independently owned and operated, not dominant in its field of operations in which it is bidding on Government Contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

**Woman-Owned Small Business Concern:** A small business concern that is at least 51% owned by a woman or women who are U.S. citizens and who also control and operate the business and has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that effects its eligibility.

**City-State/Government/Non-Profit Organization:** Offering goods or services at no profit.

**Small Disadvantaged Business (SDB) Concern:** A small business concern that is at least 51% unconditionally and directly owned (13 CFR 124.105) by one or more socially disadvantaged (13 CFR 124.103) and economically disadvantaged (13 CFR 124.104) individuals who are citizens of the United States and each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.1002..

**HUBZone Small Business Concern:** A small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126. **NOTE:** HUBZone small businesses must be certified by SBA.

**Veteran Owned Small Business Concern:** A small business concern that is at least 51% owned by one or more veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans and that management and daily business operations of which are controlled by one or more veterans.

**Service-Disabled Veteran Owned Small Business Concern:** A small business concern that is at least 51% owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans and that management and daily business operations of which are controlled by one or more service-disabled veteran. A service-connected disability is defined in 38 U.S.C. 101 (2) and 38 U.S.C. 101(16).

For internal company reporting, the following definitions are provided:

**Women Business Entity.** A business enterprise that is at least 51% owned, operated, and controlled on a daily basis by one or more female American citizens. WBEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**Minority Business Entity.** Minority group members are United States citizens who are: Asian-Indian, Asian-Pacific, Black, Hispanic, and Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals (i.e., the management and daily operations are controlled by those minority group members.). MBEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**LGBTQ-Owned Business Enterprise.** A business enterprise that is at least 51% owned, operated, and controlled by a LGBTQ individual(s). LGBTQEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**Disability-Owned Business Enterprise.** A for-profit business enterprise that is at least 51% owned, managed and controlled by a person with a disability regardless of whether or not that business owner employs person(s) with a disability. DOBEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**SUBCONTRACTOR: «FirmName»**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**EXHIBIT SC  
SUBCONTRACTOR CERTIFICATION**

**1. IMMIGRATION**

Subcontractor by signing this Subcontract represents and warrants that it is, and will remain, in compliance with any and all provisions of the Immigration Reform and Control Act of 1986 (IRCA), as amended, the Immigration and Nationality Act, as amended, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all other applicable immigration laws, rules, and regulations (Immigration Laws) including all form I-9 verification, E-Verify, and record keeping requirements.

Subcontractor shall Indemnify and hold Contractor and its Surety harmless from any claims, liabilities including any damages resulting from work stoppages or delays occasioned by or arising from any subcontractor noncompliance with IRCA or any such immigration laws, ordinances, rules, regulations, orders or decisions, as relates to the work of this Subcontract. The Subcontractor agrees to submit a certification, acceptable to contractor that its employees have presented the correct documents to legally work in the United States. Subcontractor also agrees to insert the substance of this clause, including this paragraph, in all Subcontracts or Purchase Orders hereunder.

**1.1.1 E-VERIFY REQUIREMENT**

Subcontractor by signing this Subcontract, Subcontractor hereby certifies that it has previously enrolled in the U.S. Citizenship and Immigration Services E-Verify program or shall enroll in that program within 30 calendar days of the award of this Subcontract. Subcontractor hereby agrees that

- (1) it shall use the E-Verify program to verify the employment eligibility of all new hires thereafter;
- (2) it shall use the E-Verify program to verify the employment eligibility of all employees assigned to perform work or services related to this subcontract/purchase order; and
- (3) shall include this clause in all covered subcontracts and purchase orders.

Upon request, Subcontractor shall furnish evidence of its enrollment in the E-Verify program. If the Subcontract is \$3,000.00 or less or is for commercial off-the-shelf items ("COTS items") or COTS items except for minor modifications as defined in FAR § 2.101(3)(ii), this clause shall not be applicable.

**2. BUSINESS ETHICS & COMPLIANCE.**

**2.1 Contractor Code of Business Ethics and Conduct.**

The Subcontractor, by signing this Agreement, hereby certifies that it has reviewed the requirements of FAR §§ 52.203-13 and 52.203-14, that it has or will adopt a written code of business ethics and conduct within 30 days of the award of this subcontract, and will otherwise comply with the applicable requirements of the above referenced FAR provisions, and will include the substance of those FAR provisions in subcontracts or purchase orders in excess of \$5,000,000 and a performance period in excess of 120 days unless said lower tier subcontract (purchase order) is for the acquisition of a commercial product or shall be performed entirely outside of the United States. Upon Contractor's request, the Subcontractor shall furnish a copy of its written code business ethics and conduct. This clause is not applicable if the subcontract or purchase order is less than \$5,000,000.

**2.2 Debarment**

The Subcontractor, by signing this Agreement, certifies to the best of its knowledge and belief, that

(a) Subcontractor and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for contracts by any federal agency;

(b) Subcontractor and/or any of its principals have not within a three-year period preceding this date been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or 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 recording, making false statement, or receiving stolen property;

(c) Subcontractor and/or any of its principals are not presently indicted of, or otherwise criminally or civilly charged by a governmental entity with the commission of any of the offenses enumerated in (b) above;

(d) Subcontractor has not, within a three (3)-year period preceding this offer, had one or more contracts terminated for default by any federal agency; and

(e) Subcontractor shall provide immediate written notice to Contractor if, at any time hereafter during the term of this subcontract and until Contractor has been fully released by the federal governments under its prime contract, if Subcontractor learns that these certifications were erroneous at the execution hereof or have become erroneous by reason or changed circumstances.

### **2.3 Reporting Executive Compensation**

By executing this Subcontract, Subcontractor acknowledges and understands that:

(1) FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) is incorporated into the Prime Contract and, to the extent applicable, is incorporated into this Subcontract;

(2) by the end of the month following the month of award of this subcontract, if it has value of \$30,000 or more, Contractor shall report electronically information concerning the awarded subcontract and the subcontractor as prescribed by FAR 52.204-10 d(2); and

(3) that this information, with the exception of information concerning Subcontractor executive compensation, is publicly assessable.

By executing this Subcontract, Vendor agrees to furnish Contractor within fifteen (15) days of award of a this Subcontract, if the Subcontract price \$30,000 or more, and annually thereafter, the names and total compensation of each of the five most highly compensated executives for the Subcontractor's preceding completed fiscal year, if the Subcontractor's received:

a. 80% of more in annual gross revenues from federal contacts (and subcontracts), loan, grants (and subgrants), cooperative agreements, and other forms of federal financial assistance, and

c. \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance.

## **3. CERTIFICATIONS AND CLAIMS OR PROPOSALS.**

### **3.1 CONTRACT DISPUTES ACT CERTIFICATIONS**

With respect to any Subcontractor claims submitted by Contractor to Owner, Subcontractor agrees to provide at the time of the submission of the claim to Contractor a certification signed by a senior company official in charge of the work involved, that the claim is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which Subcontractor believes the Owner is liable. Subcontractor agrees Contractor may rely exclusively on this certification in providing any certification Contractor may be required to submit to the Owner insofar as the claim includes a claim for or on behalf of Subcontractor. Subcontractor further agrees to recertify its claim in the above form at any time requested by Contractor.

### **3.2 PROPOSALS AND REPRESENTATIONS**

If the Owner-Contractor Agreement is subject to the Contract Disputes Act of 1978, the False Claims Act (Title 31 of the United States Code, Section 231, *et seq.*), the Forfeiture Statute (Title 28 of the United States Code, Section (2514), Title 18 of the United States Code, Section 287, Title 18 of the United States Code, Section 1001, Title 10 of the United States code, Section 2306(1), and Title 41 of the United States Code Section 254, or any other federal laws or any state law which impose requirements of good faith, accuracy, completeness and fair dealing in connection with the presentation of cost proposals or claims against, or the

provisions of statements to, any party. Subcontractor and its surety hereby undertake to defend at its own cost with its own legal counsel, indemnify and hold harmless Contractor and their respective officers, directors, employees, sureties and agents, from any and all loss, cost, penalty, damage, claim, demand, expense and assessment whatsoever, including reasonable attorney's fees, arising from, relating to or in any manner connected with any allegation or claim of, or finding of, a violation of one or more applicable federal or state laws, provided that the alleged violation relates to, is directed at or is attributable to the Subcontractor, specifically, or relates to, is directed at or is attributable to those claims and supporting data submitted by Subcontractor in connection with the presentation of any claim by the Subcontractor for additional compensation, or adjustment of the contract terms, payment request, or any other act or statement by the Subcontractor.

### **3.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

The Subcontractor, by signing this Agreement, hereby certifies that to the best of his or her knowledge it complies with the requirements set forth in FAR 52.203-11 - Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions (Sept 2007), that to the best of its knowledge and belief no Federal appropriated 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, and that the Subcontractor will include the language of this certification in all subcontracts, purchase orders, purchase agreements, etc., awards in excess of \$100,000 and require that all recipients of such a subcontract, purchase order, purchase agreement, etc., to certify and disclose accordingly and to obtain the equivalent certification from lower tier subcontractors or suppliers with contracts or purchase orders in excess of \$100,000.

## **4. ENVIRONMENTAL COMPLIANCE.**

### **4.1 CLEAN AIR AND WATER**

The Subcontractor, by signing this Agreement, hereby certifies that

(a) Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Subcontractor will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt Subcontract.



**EXHIBIT FED  
FEDERAL LAW & REGULATION COMPLIANCE**

Subcontractor, by signing this Agreement, agrees to abide by the provision of the Federal Acquisition Regulations (FAR) or Code of Federal Regulations (CFR) which are applicable to this Subcontract in accordance with the Contract. Particular attention is directed to the requirements of the following provisions. The Subcontractor shall include these clauses in all covered subcontracts and purchase orders.

**1. FEDERAL LAW & REGULATION COMPLIANCE**

To comply with all applicable federal, state and municipal laws, regulations, orders, citations and standards and with the programs and policies of Owner and Contractor that pertain to the Work including, without limitation

(i) those pertaining to prevailing wage (specifically the current Davis-Bacon Act, 40 U.S.C. Section 276a) and amendments thereto;

(ii) those pertaining to affirmative action and the elimination of discrimination in employment and employment practices because of race, creed, color, national origin, sex, and age (specifically, the provisions of the following laws are hereby made a part of this Subcontract by reference: Executive Order #11246, as amended, Sec. 503 of the Rehabilitation Act of 1973, Sec. 402 of the Vietnam Era Veterans Readjustment Assistance Act, the Americans with Disabilities Act), the federal Family and Medical Leave Act),

(iii) those pertaining to occupational health, safety, accident prevention and safety equipment, and  
(iv) those pertaining to hazardous substances

and to conduct all training, make all reports and maintain all records required by any of the foregoing or by Owner or Contractor.

**2. EQUAL EMPLOYMENT OPPORTUNITY VIOLATIONS.**

Subcontractor is aware that Contractor is an EEO employer, and Subcontractor at its expense agrees to comply and conform to the equal employment opportunity policies of Contractor and any and all applicable Governmental authorities

**3. AFFIRMATIVE ACTION FOR VETERANS AND THE DISABLED**

Subcontractor acknowledges that as a Government contractor, Contractor is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action which may also be applicable to Subcontractor. Accordingly, Subcontractor shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-4.3, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individual based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**4. BUY AMERICAN ACT.**

The Buy American Act applicable to this contract is: FAR 52.225-9 Buy American—Construction Materials{DATE}.

Subcontractor is required to provide a letter of certification.

**5. ORDER RATING.**

Subcontractor acknowledges this is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). This order is rated DO-C2 in accordance with provisions of DPAS Regulation 1 and/or DMS Regulation 1 as follows:

(a) Rated orders take precedence over all unrated orders as necessary to meet required delivery dates. Among rated orders, DX rated orders take precedence over DO rated orders.

(b) Persons receiving rated orders must give them preferential treatment as required by this part.

(c) All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date as identified in Section 2 and Section 6.

(d) Persons who receive rated orders must in turn place rated orders with their suppliers for the items they need to fill the orders. This provision ensures that suppliers will give priority treatment to rated orders from contractor to subcontractor to suppliers throughout the procurement chain.

## 6. MANDATORY FLOW DOWN CLAUSES.

In accordance with the Contract, the clauses listed below are incorporated by reference as a part of this Agreement with the same force and effect as if they were set forth herein in full text, and apply as prescribed below. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

### APPLICABLE TO ALL SUBCONTRACTS/PURCHASE ORDERS:

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

FAR 52.204-9: Personal Identity Verification of Contractor Personnel (Jan 2011) *Applies if work or access to a Government installation*

FAR 52.204-21: Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

FAR 52.204-23: Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)

FAR 52.222-50: Combating Trafficking in Persons (JAN 2019)

FAR 52.222-55: Minimum Wages Under Executive Order 13658. (DEC 2015)

FAR 52.222-62: Paid Sick Leave Under Executive Order 137658 (JAN 2017)

FAR 52.225-13: Restrictions on Certain Foreign Purchases (JUN 2008)

FAR 52.228-5: Insurance – Work on a Government Installation (JAN 1997). *Applies if work or access to a Government installation*

FAR 52.232-27: Prompt Payment for Construction Contracts (MAY 2014)

FAR 52.232-40: Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

FAR 52.236-13: Accident Prevention (NOV 1991) *Applies if work or access to a Government installation*

FAR 52.244-6: Subcontracts for Commercial Items (JAN 2019). *Subcontracts for Commercial Items shall require the following clauses:*

- 52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)
- 52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)
- 52.204-23 Prohibition of Contracting for Hardware, Software, and Services Developed or Provided Kaspersky Lab and Other Covered Entities (Jul 2018)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)
- 52.219-8 Utilization of Small Business Concerns (Oct 2018)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- 52.222-26 Equal Opportunity (Sept 2015)
- 52.222-35 Equal Opportunity for Veterans (Oct 2015)
- 52.222-36 Equal Opportunity for Workers with Disabilities (July 2014)
- 52.222-37 Employment Reports on Veterans (FEB 2016)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (Mar 2015) Alternate I (Mar 2015)
- 52.222-55 Minimum Wages under Executive Order 13658 (DEC 2015).
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017)
- 52.224-3 Privacy Training (Jan 2017)
- 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)

-- 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)  
-- 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)  
DFAR 252.203-7002: Requirement to Inform Employees of Whistleblower Rights (SEP 2013)  
DFAR 252.204-7000: Disclosure of Information (AUG 2013)  
DFAR 252.204-7012: Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)  
DFAR 252.223-7006: Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014) *Applies if work or access to a Government installation*  
DFAR 252.225-7048: Export-Controlled Items (JUN 2013).  
DFAR 252.227-7033: Rights in Shop Drawings (APR 1966)  
DFAR 252.236-7013: Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (JUN 2013)  
DFAR 252.244-7000: Subcontracts for Commercial Items. (JUN 2013)  
DFAR 252.247-7023: Transportation of Supplies by Sea – Basic (FEB 2019)  
DFAR 252.247-7024: Notification of Transportation of Supplies By Sea (MAR 2000)  
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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2,000

FAR 52.222-4: Contract Work Hours and Safety Standards-Overtime Compensation (MAR 2018)  
FAR 52.222-6: Construction Wage Rate Requirements (MAY 2014) (*Note: Download the Davis-Bacon Poster (WH-1321) at: <https://www.dol.gov/whd/programs/dbra/wh1321.htm>*)  
FAR 52.222-7: Withholding of Funds (MAY 2014)  
FAR 52.222-8: Payrolls and Basic Records (MAY 2014)  
FAR 52.222-9: Apprentices and Trainees (JUL 2005)  
FAR 52.222-10: Compliance with Copeland Act Requirements (FEB 1988)  
FAR 52.222-11: Subcontracts (LABOR STANDARDS) (MAY 2014)  
FAR 52.222-12: Contract Termination - Debarment (MAY 2014)  
FAR 52.222-13: Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)  
FAR 52.222-14: Disputes Concerning Labor Standards (FEB 1988))  
FAR 52.222-15: Certification of Eligibility (MAY 2014)  
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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$3,500:

FAR 52.222-54: Employment Eligibility Verification. (OCT 2015)  
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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$10,000:

FAR 52.223-18: Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)  
FAR 52.222-27: Affirmative Action Compliance Requirements for Construction (APR 2015)  
FAR 52.222-40: Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)  
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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$15,000:

FAR 52.222-36: Employment Reports on Veterans. (FEB 2016)  
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APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDER EXCEEDS \$35,000:

FAR 52.209-6: Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)  
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APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDER EXCEEDS \$70,000:

FAR 52.248-3:52.248-3 -Value Engineering -- Construction (OCT 2015)  
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APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDER EXCEEDS \$150,000

FAR 52.203-6: Restrictions on Subcontractor Sales to the Government (SEP 2006)  
FAR 52.203-7: Anti-Kickback Procedures (MAY 2014), *excluding Paragraph (c)(1)*.  
FAR 52.203-12: Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

FAR 52.203-17: Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (APR 2014)  
FAR 52.215-2: Audit and Records – Negotiation (OCT 2010)  
FAR 52.222-35: Equal Opportunity for Veterans. (OCT 2015)  
FAR 52.222-37: Employment Reports on Veterans. (FEB 2016)  
DFAR 252.203-7001: Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (DEC 2008)

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APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDERS EXCEEDS \$2,000,000 (DEVIATION):

FAR 52.215-13: Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)  
FAR 52.215-15: Pension Adjustments and Asset Reversions (OCT 2010)  
FAR 52.215-18: Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)  
FAR 52.215-19: Notification of Ownership Changes (OCT 1997)

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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$5,500,000:

FAR 52.203-13: Contractor Code of Business Ethics and Conduct (OCT 2015), *if the period of performance exceeds 120 days.*

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APPLICABLE IF THE SUBCONTRACT INVOLVES CLASSIFIED INFORMATION OR UNESCORTED ACCESS TO "LIMITED SECURITY AREAS":

FAR 52.204-2 ALT II: Security Requirements (AUG 1996)

For the Subcontractor's convenience the clauses in full text can be found [«udContractDocs»](#).

EXHIBIT T&C  
TERMS AND CONDITIONS

All succeeding purchase orders must contain these words to assure that the final order(s) to the factory(s) include them.

(1) **SUBMITTALS**. The Vendor shall prepare and submit to Contractor in form and content acceptable to Contractor and Owner all shop drawings, product samples, test data, manufacturers' literature, operating and maintenance instructions manuals, and similar submittals as described in the Contract that are directly and indirectly applicable to the Vendor's Work. The Vendor is responsible for ensuring that all necessary submittals required by the Contract are identified and will be provided

(a) Vendor shall prepare and deliver its submittals to Contractor in a manner consistent with the Schedule and in such time and sequence so as not to delay Contractor or Owner in the performance of the Contract.

(b) In addition to the number of submittals identified in the Contract, provide an additional copy and one (1) electronic of all submittals.

(c) Contractor/Owner shall have forty-five (45) calendar days for review and approval of the submittals.

(d) The approval of any Vendor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of this Order unless express written approval is obtained from Contractor/Owner authorizing such deviation, substitution or change.

(e) Vendor shall not manufacture, release, ship, or start work until Contractor provides release.

(f) The Vendor shall include a Certificate of Conformance with the submittal data.

(g) Approved submittals from Vendor is an express condition precedent to Contractor's obligation to pay Vendor.

(2) **RELEASE OF INFORMATION**. Vendor shall not publicly release information, photographs, or other documents concerning any aspect of the materials or services relating to this contract without the prior written approval of the Contractor.

(3) **CHANGES IN THE WORK**. Contractor shall have the right to change the scope of the Work in any respect by written order to Vendor. The order may direct Vendor

(i) to submit to Contractor a substantiated written proposal for an adjustment of the Agreement price and/or time for performance before commencing the changed Work or

(ii) to commence with the changed Work and then submit such a proposal to Contractor.

Vendor shall comply with the order and submit the proposal to Contractor within ten (10) business days after receipt of the order. Promptly after the submission of the proposal, the parties shall agree in writing upon such an adjustment. If the parties do not so agree, the adjustment, if any, shall be made in accordance with the changes clause in the Contract.

Contractor shall not be liable for any backcharge from Vendor unless the subject and amount of the backcharge was first authorized in writing by Contractor.

(4) **SCHEDULE**. Time is of the essence. Vendor shall provide Contractor with any scheduling information proposed by Vendor. Following consultation with Contractor, Vendor shall prepare a coordinated Progress Schedule, and furnish such to Contractor. Vendor shall furnish and deliver the materials or equipment in strict accordance with the Progress Schedule. Vendor agrees that late, incomplete or inaccurate compliance with the terms of this Order can interrupt the critical path of Contractor's contract causing increased labor and material costs and possible contract penalties. Vendor shall indemnify Contractor for any damages Contractor suffers as a result of Vendor's late, incomplete or inaccurate compliance with the terms of this Order.

(5) **INSPECTION AND WARRANTY**. Vendor warrants as to all articles, materials and/or equipment:

a. All material shall be new and is subject to the approval of the Contractor and Owner.

b. All are free and clear of all liens, claims or encumbrances whatsoever and Vendor has good and marketable title thereto.

c. All are furnished only by entity designated herein.

d. All meet and conform to the plans and specifications of the prime contract, including all amendments, drawings, conditions and addenda and modifications to date, identified on the face of this Order; said prime contract and all modifications thereof are incorporated herein by this reference.

e. Contractor will suffer no work stoppage, loss or claim arising from infringement of any patent, patented process, copyright or trademark by reason of purchasing or using any item herein ordered.

f. Contractor reserves the right to return to Vendor at the invoice price all items which are regularly carried in Vendor's stock. Unless otherwise stated herein, no restocking charge will be applied on returned materials.

g. Any defective item which does not comply with the Contract specifications may, at Vendor's risk and expense, either be returned to Vendor or disposed of by Contractor for Vendor's account without prejudice to Contractor's claim for damage or loss under this contract.

h. Contractor may inspect and/or reject any item hereon either before or after delivery without waiver or alteration of any warranty, express or implied, by Vendor.

(6) **SHIPPING, LOADING, AND DELIVERY**. Vendor agrees:

a. No charge may be added or billed for packing, boxing, storage, cartage or any other service or contingency related to transportation or delivery unless specified on this Order.

b. Whenever physically possible, Contractor's order shall be shipped in carload lots. In smaller orders, all units shall be shipped in one load unless otherwise requested by Contractor with any decrease in freight charges being credited to Contractor where freight is part of the price hereon.

c. Vendor is responsible for packing all items in conformance with all tariff or classification requirements and will be responsible for damage or loss in transit unless otherwise specified hereon.

d. Where any charge is levied or computed in connection therewith, all blocking or dunnage not constituting part of the car which is used to secure or protect any unit or item in transit shall be separately listed by weight on the bill of lading. Installation and listing shall be sole responsibility of Vendor.

e. A notice or shipping receipt shall be sent to Contractor when any part of this Order is shipped, identifying each item shipped, the route of shipment and Vendor's name. No shipment shall be considered complete until Contractor receives the bill of lading or express or mail receipt therefor.

f. In any instance in which Vendor, its agents, employees or subcontractors, enter upon any publicly or privately-owned premises for any purpose related to completing or implementing Vendor's express or implied obligations under this Order, Vendor shall:

i. Take all reasonable and necessary precautions to prevent injury to said premises and to any and all persons entering thereon;

ii. Carry adequate liability and workmen's compensation insurance relating to the activity and exposure; and if performing any work on a Government site, carry commercial general liability, workers' compensation and vehicle insurance as required by the Government and provide Contractor, upon Contractor's request, with certificates of insurance meeting Government requirements.

iii. Comply with all pertinent laws;

iv. Indemnify and hold Contractor harmless from any claim and expense (including attorney fees, costs of suit, tax liability and government fines or penalties) relating to or arising from said entry or activity.

(7) **PERMITS AND LICENSES**. At Vendor's cost and expense, Vendor shall comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore; pay all manufacturer's taxes, sales taxes, use taxes, processing taxes and all Federal and State taxes, insurances and contributions for Social Security and Unemployment which are measured by the wages, salaries or other remunerations paid to Vendor's employees whether levied under existing or subsequently enacted laws.

(8) **ASSIGNMENT**. Vendor shall not assign this contract or sublet the same or any part thereof without first obtaining the written consent of Contractor which will not be reasonably denied.

(9) **HAZARDOUS WASTE**. As an express condition precedent to payment, manufacturers and suppliers of materials identified as "hazardous" as per 29 CFR 1926.59, and which may be a part of this Order, Vendor must provide Material Safety Data Sheets (MSDS's, OSHA form 174 (or its equivalent)).

(10) **INTERGRATION**. All prior representations, conversations or preliminary negotiations shall be deemed to be merged into this Order, and no changes will be considered or approved unless this Order is modified by an authorized representative of Contractor in writing.

(11) This Order is made in and subject to the laws of the State of California.