



A QUANTA SERVICES COMPANY

Purchase Order for Commodity Items ("Order")	
Order No:	
Order Date:	

CONTRACTOR NOVA GROUP, INC. P O BOX 4050 185 Devlin Road NAPA, CA 94558 Contact Person: Title: Project Manager Telephone Number: 707.265.1119 Fax Number: 707.265.1199	VENDOR Contact Person: Telephone Number: Fax Number: E-Mail:
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SEND INVOICE TO:	NOVA GROUP, INC. 185 Devlin Road/P O Box 4050 Napa, CA 94558 accounting@novagr.com or fax to 707.265.1190	Payment: Net 15 Days Include the Order Number on all invoices. Invoices without the order number will be returned
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SHIP TO:		Delivered By : Attention:
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 PROGRESS 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 SIGNING THIS AGREEMENT, HEREBY CERTIFIES PER THE INCLUDED 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 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

The Contractor has entered into Contract No. _____ (“Contract” or “Prime Contract”) with _____ (“Owner”). That Contract and all plans, specifications, amendments, general, special and supplemental conditions, specifically including all security and badging conditions and requirements, 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 and subsequent Contract can be accessed at _____. Specifications which are incorporated by reference into the Contract are so incorporated by reference into this Order.

As used in this Order, 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 Government/Owner.

Item	Phase	Description	UM	Units	Unit Cost	Total
1						
2						
					SubTotal	
					Tax	
					Total:	

(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.

2.2. In particular, refer to specifications, including but not limited to, Specification Section _____

2.3. Shipment of the material will be as quoted or better, ___ weeks after receipt of approved submittals or sooner.

3 SMALL BUSINESS PARTICIPATION

3.1 North American Industry Classification System (NAICS)

The NAICS for the Work under this Order is:

NAICS Number:		Size Standard:	
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3.2 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.

3.3 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 shall supply complete Standard Form 294 and Standard Form 295 and submit the same to Contractor as provided for in FAR 52.219-9. Complete Plan no later than ten (10) calendar days after issuance of this Order.

3.3.1 Subcontracting Plan Information

Contract Number:	N62742-17-C-1320
Contract DUNS:	066099219
Contractors Official for receipt or rejecting ISR:	Mona Carlson
E-Mail:	contracts@novagr.com

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

CONTRACTOR: NOVA GROUP, INC.

By: _____
Project Manager

VENDOR: _____

By: _____
(Signature)

Print Name/Title:

**EXHIBIT SB
BUSINESS STATUS CERTIFICATION**

Subcontractor, by signing this Subcontract, certifies to the following:

1 DUNS, CAGE CODE, AND NAICS CODE

Subcontractor hereby certifies himself/herself/itself as

DUNS:	
Cage Code:	
NAICS:	

2 CERTIFICATION

Subcontractor hereby certifies himself/herself/itself as

<input type="checkbox"/> Large Business Concern	<input type="checkbox"/> Small Business Concern <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
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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 concern, small disadvantaged, HUBZone small, woman owned small, or veteran or service-disabled veteran (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 the certifications in System for Awards Management, www.sam.gov, 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.

Subsidiary: All divisions or subsidiaries of the Corporation.

Small Woman-owned 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.

International Business: Business whose goods/services are manufactured outside the U.S.

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

Small Disadvantaged Business (SDB): A small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or a publicly-owned business having at least 51% of its stock owned by one or more socially and economically disadvantaged individuals and has its management and daily business controlled by one or more such individuals.

Certified 8(a) Firm: A firm owned and operated by socially and economically disadvantaged individuals and eligible to receive federal contracts under the SBA's 8(a) Business Development Program.

Order No.: _____

HUBZone Firm: The firm must be a small business by SBA size standards; its principal office must be located within a HUBZone, which includes lands on federally recognized Indian reservations; it must be owned and controlled by one or more U.S. citizens; and at least 35% of its employees must reside in a HUBZone. **NOTE:** HUBZone small businesses must be certified by SBA and listed in Contractors Central Registration (CCR), integrated into System for Awards Management, www.sam.gov, Dynamic Small Business Search (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) to be considered for any preferences, including procurements in which price and evaluation adjustments are offered.

Veteran Owned Small Business: 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: 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(16).

SUBCONTRACTOR: _____

By: _____ Dated: _____

Print Name _____

Print Title _____

TEMPLATE

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/purchase order, Subcontractor/vendor 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/purchase order. Subcontractor/vendor 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/vendor shall furnish evidence of its enrollment in the E-Verify program. If the subcontract/purchase order 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

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.

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 Subcontract, 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: _____

Subcontractor is required to provide a letter of certification.

5. ORDER RATING.

This order is rated DO-C2 in accordance with provisions of DPAS Regulation 1 and/or DMS Regulation 1.

Date(s) Delivery Required: _____
Signed: _____

Purchase orders and subcontracts issued by you or by your subcontractors and suppliers for materials or equipment must be certified and signed as follows to meet the requirements of DPAS.

This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations Systems Regulations (15 CFR 700).
PRIORITY RATE: DO-C2
Date(s) Delivery Required: _____
Signed: _____

The delivery required date must always be entered. Do not use such terms as "immediately" or "as soon as possible" as this does not constitute a delivery date and nullifies the effect of the rating.

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;

v. 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) **SCHEDULE OF PRICES.** Vendor shall, within ten (10) calendar days of executing this Order, provide Contractor with a schedule of prices subject to Contractor's review and approval defining the scope of work in measurable quantities with unit prices. Contractor shall have thirty (30) calendar days within which to review and approve said schedule of values. An approved schedule of values from Vendor is an express condition precedent to Contractor's obligation to pay Vendor. The quantities and unit prices shall be utilized on periodic invoices for work performed.

(8) **PAYMENT**

a. Invoices. The Vendor's invoices shall be submitted to the Contractor in form and content acceptable to Contractor and Owner. The Vendor shall submit monthly invoices no later than the 4th calendar day of the month for Work performed up to and including the last day of the previous month. Vendor's invoices will be the basis for determining amounts earned by the Vendor.

b. Payment Schedule. The Vendor shall be paid by Contractor as follows:

(1) Payment and discount periods shall commence only upon receipt of both the material and proper invoice(s) at designations specified in this Order. 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) Partial payments will be made to Vendor each month in an amount equal to delivery and acceptance of the material/equipment, as determined by Owner less the aggregate of prior payments, payable within seven (7) business days after Contractor receives payment therefor from Owner. Partial payments shall not be construed as an acceptance of Work performed or waiver of any of Contractor's rights.

(3) When the Order has been completed and accepted in writing by Owner, Contractor will pay the balance of the amount due to Vendor within seven (7) business days after Contractor receives full payment therefore from Owner. 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.

(4) Receipt by Contractor of payment from Owner for the work is a condition precedent to the obligation of Contractor to make any payment to the Vendor, unless nonpayment by Owner is due to a default by Contractor.

(5) 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.

(9) **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.

(10) **ASSIGNMENT**. Vendor shall not assign this contract or sublet the same or any part thereof without first obtaining the written consent of Contractor.

(11) **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).

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

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