

General Purchase Order Terms and Conditions

DEFINITION: As used in this Purchase Order the term "FAR" means Federal Acquisition Regulations. The effective dates of the below-referred FAR clauses shall be the dates of corresponding clauses in the prime contract that are referenced in this Purchase Order. Any reference to a "Disputes" clause in the prime contract under which this Purchase Order is issued shall be inapplicable to this Purchase Order. If this Purchase Order includes a Government contract number, then any property furnished herewith is considered government-furnished property which must be accounted for in accordance with FAR Part 45. Refer to General Purchase Order Terms and Conditions for risk of loss.

1. ACCEPTANCE OF PURCHASE ORDER - This Purchase Order is Buyer's offer to Seller for the materials specified or the work to be performed hereunder and, together with any attachments specifically incorporated herein by reference, contains the entire agreement between Buyer and Seller with respect to such materials or work, and supersedes any other agreements or understanding made to the date hereof. This offer shall become a Contract on the terms and conditions stated herein when it is accepted by Seller by either acknowledgement or performance. No change, modification or revision of this Purchase Order shall be valid unless in writing signed by Buyer.

Either party may execute this Purchase Order and any additional documents including, but not limited to, modifications, change orders and representations and certifications related to this Purchase Order by facsimile or electronic signature. The other party shall be entitled to rely on such facsimile or electronic signature as evidence that this Purchase Order has been duly executed by an authorized representative. Further, neither party shall contest the validity of this Purchase Order based on the use of facsimile or electronic signatures.

2. PACKING AND SHIPPING - All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations, otherwise the difference in packing, crating and cartage, as the case may be, will be charged to Seller. No charges will be paid by Buyer for packing, crating or cartage unless stated in the Purchase Order. All shipments to be forwarded on one day via one route must be consolidated.

3. DELIVERY- Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in exact quantities. If Seller's deliveries will not meet such schedule, Buyer may request Seller to ship via routing necessary to meet schedule or recover time lost by non-delivery on schedule, and the difference between revised routing and order routing costs shall be paid by Seller. Time is of the essence, and failure by Seller to complete delivery within the time specified shall, at Buyer's option without liability, in addition to Buyer's other rights and remedies, relieve Buyer of any obligation to accept and pay for any such material or work.

4. INVOICES AND PAYMENT - Seller represents and warrants that it will timely invoice Buyer for its purchase of goods or services and that Buyer is not obligated to pay for any goods or services identified in invoices that Buyer receives more than ninety (90) days after receiving the goods or services, regardless of whether Buyer actually accepted such goods or services. Unless otherwise provided in this Purchase Order, no invoices shall be issued nor payments made prior to delivery. Individual invoices must be issued for each shipment under this Purchase Order. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection.

Copies of all invoices shall be forwarded to SwRI at P.O. Box 28510, San Antonio, Texas 78228, Attn: Accounts Payable (ap@swri.org), and shall reference the Purchase Order number.

Seller shall take the following action in the case of any duplicate financing or invoice payment, or if Buyer has otherwise overpaid Seller:

- 1) Remit overpayment amount to Buyer with a description of overpayment including:
 - (a) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment liquidation errors, etc.);
 - (b) Date(s) of overpayment;
 - (c) Purchase Order number affected;
 - (d) Affected contract line item or sub-line item, if applicable, and Contractor/Supplier point of contact.
- 2) Provide a copy of the remittance and supporting documentation to Buyer.

5. WARRANTIES - Seller warrants: (a) all items delivered under this Purchase Order will be free from defects in material and workmanship, will conform to applicable specifications and drawings and, to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer, will be free from defects in design and suitable for the intended purposes; (b) unless otherwise stated on the face of this Purchase Order, all items delivered under this Purchase Order are new, have not been previously used and are not former Government surplus property; (c) all materials herein described and the sale thereof do not, and the use of the same for their intended purposes will not, constitute infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret; and (d) in the performance of this Purchase Order. Seller has complied or will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules, and regulations thereunder. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied, which are provided or exist by operation of law. The warranties of Seller, together with its service warranties and guarantees, if any, shall run to Buyer and its customers.

In addition, Seller warrants and certifies that: (a) all items supplied or delivered to Buyer under this Purchase Order do not contain one or more identified Conflict Minerals (including but not limited to, coltan, niobium, tantalum, tin, gold, or tungsten), as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act; (b) sub-suppliers from whom Seller purchases items do not sell items that contain one or more identified Conflict Minerals; and (c) if the items that Seller supplies or delivers to Buyer do contain one or more identified Conflict Minerals, such Conflict Minerals do NOT originate from the Democratic Republic of Congo or an adjoining country. In the event the items Seller supplies or delivers to Buyer contain one or more identified Conflict Minerals, then Seller shall immediately notify Buyer of such.

6. INSPECTION - All items are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source, and such inspection shall be made within a reasonable time after delivery. Acceptance of any items by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer and its customers under the Warranties clause.

7. REJECTION - Buyer shall notify Seller if any items delivered hereunder are rejected and at Buyer's election and Seller's risk and expense, such items shall be held by Buyer or returned to Seller. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.

8. CHANGES - Buyer may at any time by written notice make changes within the general scope of this Purchase Order to drawings and specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost of, or the time required for, performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon.

9. TITLE AND RISK OF LOSS - (a) Unless otherwise provided in this Purchase Order, Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Purchase Order at the FOB point specified on the face hereof, and upon such delivery title shall pass from Seller to Buyer and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this Purchase Order. Passing of title upon such delivery shall not constitute acceptance of the items by Buyer. (b) Unless otherwise provided in this Purchase Order, Seller upon delivery to it or manufacture or acquisition by it, of any materials; parts, special tooling or other property, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller, in accordance with the provisions of this Purchase Order, but in any event upon completion thereof, shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except to the extent that such property has been incorporated in items delivered under this Purchase Order, or has been consumed in normal performance of work under this Purchase Order. If Seller is furnished Government owned property for use in connection with this Purchase Order, Seller shall comply with the provisions of Federal Acquisition Regulations (FAR), PART 45 -GOVERNMENT PROPERTY which is hereby incorporated herein by reference. "Special Tooling" as herein used includes all special tools, jigs, fixtures, drawings, dies, molds, and patterns acquired or manufactured by Seller for use in the performance of this Purchase Order, and does not include any standard or perishable tooling, gauges, or measuring instruments.

10. STOP WORK ORDER - The rights and obligations specified in "Stop Work Order" clause contained in FAR Section 52.242-15 are hereby made applicable to this Purchase Order by reference except "Contracting Officer" shall mean "Buyer's Purchasing Representatives" the title "Termination for Convenience of the Government in paragraph (a)(2) means "Termination" and the words "for the convenience of the Government" in paragraph (c) are replaced by "in accordance with the Termination Clause."

11. TERMINATION AND DEFAULTS - The rights and obligations specified in FAR Section 52.249-2 and 52.249-8 are hereby made applicable to this Purchase Order and said sections are hereby incorporated in this Purchase Order by reference, except that the terms "Contracting Officer" and "Government" used therein shall mean "Buyer", "Contractor" shall mean "Seller", "Contract" shall mean, "this order", the "Termination for Convenience" clause shall mean the Termination clause referred to in this Article; and the reference therein to a "Disputes" clause shall be inapplicable. Waiver by Buyer of any default by Seller shall not be deemed a waiver of any other default in the "Termination of Convenience" clause, paragraph (c), the term "45 days" is changed to "90 days" and in paragraph (d) the term "1 year" is changed to "6 months". In no event shall Seller acquire any direct claim or cause of action against the United States government.

12. USE OF DESIGNS, DATA, ETC. - Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this Purchase Order or other orders from Buyer, and not otherwise, unless Buyer's written consent is first obtained; provided, however, that Seller shall have the right to use such items upon written notice to Buyer in the manufacture of end items for direct sale to the Government to the extent the Government has the right under its prime contracts with Buyer to authorize such use by Seller. Upon completion or termination of this Purchase Order, Seller shall return all such items to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

13. INDEMNIFICATION AGAINST INFRINGEMENT - Seller agrees to indemnify Buyer, its successors, assigns, customers and agents from any and all costs, expenses and damages on account of any claim that any of the material covered by this Purchase Order (except material made to Buyer's detailed designs) infringes any United States Letters Patent, copyright or trademark, or that the same is a violation of any trade secret. Seller shall be notified promptly of each such claim and, to the extent of Buyer's right so to do, shall be offered control of the defense and settlement of any such claim.

14. NOTICE OF LABOR DISPUTE - Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer, Seller shall require of any subcontractor of any material or work hereunder the same or substantially the same obligation as that contained herein.

15. CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE - No news release, advertisement, public announcement, denial or confirmation of same relating to any part of the subject matter of this Purchase Order or any phase of any program hereunder shall be made directly or indirectly without prior written approval of Buyer. If this Purchase Order is issued under a government contract, the Government is excluded from the restrictions set out in this provision.

16. SUBCONTRACTING OR ASSIGNING - Neither this Purchase Order nor the obligations of Seller hereunder shall be subcontracted, assigned or delegated by operation of law or otherwise without Buyer's prior written consent.

17. GOVERNING LAW - The Purchase Order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the law of the State of Texas. Venue shall be San Antonio, Bexar County, Texas.

18. ADDITIONAL TERMS AND CONDITIONS - If this Purchase Order is issued under a government contract, as shown by a number in the block entitled "Government Contract Number" on the face of this Purchase Order, and to the extent they are required by the contract under which this Purchase Order is issued, or by the Federal Acquisition Regulations (FAR) or other comparable government procurement regulations, and subject to the exemptions, conditions, and limitations therein specified, the following terms and conditions and the DAR/FAR clauses listed in **EXHIBIT A** are incorporated herein and made a part hereof. Seller shall include in each lower-tier Purchase Order or subcontract the appropriate flow-down clauses as required by FAR and DFARs.

(a) EQUAL EMPLOYMENT OPPORTUNITY- Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810 the Seller shall comply with paragraph (1) through (7) of Section 202 of Executive Order 11248 and the clause set forth in FAR Section 52.222-26, which are incorporated by reference herein. The term “Contractor” and “Government Prime Contractor” shall mean Seller, and “Contract” shall mean this Purchase Order.

(b) AFFIRMATIVE ACTION AND REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS - Seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37 which are incorporated by reference herein.

(c) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS- Seller agrees to comply with rules, regulations, and relevant order for the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36 which is incorporated by reference herein.

(d) EO CLAUSES INCORPORATED BY REFERENCE- **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity 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, sexual orientation, gender identity, national origin, disability or veteran status.**

(e) Americans with Disabilities Act of 1990 – Seller agrees to comply with rules and regulations of the Americans with Disabilities Act of 1990 which is incorporated by reference herein.

(f) DEFINITIONS - Whenever appropriate, when used in any DAR/FAR regulation referenced in the terms and conditions applicable to this Purchase Order, “Contracting Officer” and “Government” shall mean Buyer, “Contractor” and “Government Prime Contractor” shall mean Seller, and “Contract” shall mean this Purchase Order.

(g) INSPECTION AND AUDIT- Seller’s books and records and its plant, or such parts thereof as may be engaged in the performance of the Purchase Order, shall at all reasonable times be subject to inspection and audit by any authorized representatives of the United States Government.

(h) EXAMINATION OF RECORDS BY COMPTROLLER GENERAL - Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the Purchase Order, have access to and the right to examine only directly pertinent books, documents, papers, and records of Seller involving transactions related to this Purchase Order.

(i) QUALITY CONTROL- If this Purchase Order requires compliance with MIL-1-45208, the terms and conditions of FAR Section 52.246-11 Higher-Level Contract Quality Requirement (Government Specification) (APR 1984) is incorporated herein by reference and made a part hereof.

(j) ENVIRONMENTAL LAWS

If this Purchase Order exceeds \$100,000, Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C Sec. 1251 et seq.)

SERVICES - If the Seller is providing “Services” as part or all of this Purchase Order then the following clauses shall apply:

19. INDEPENDENT CONTRACTOR – Services rendered by Seller for Buyer and Seller’s and Buyer’s respective relationship in all matters related to this Purchase Order shall be as independent contractor and not as employee, agent or servant. Seller shall obey all federal, state, and local safety and health regulations in the performance of the services to be supplied hereunder, and while on the premises of the Buyer.

20. HOLD HARMLESS – SELLER HEREBY AGREES TO DEFEND AND FOREVER INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CAUSE OR CAUSES OF ACTION, INCLUDING PERSONAL INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE, COSTS, CHARGES, FINES, CLAIMS, DEMANDS, AND LIABILITIES OF WHATEVER KIND, NAME OR NATURE, ARISING FROM OR RELATING TO SELLER’S PERFORMANCE, OR FAILURE TO PERFORM HEREUNDER, INCLUDING BUT NOT LIMITED TO FAILURE TO COMPLY WITH EXHIBIT “B” AND “C” ATTACHED HERETO AS APPLICABLE, AND HOWSOEVER THE SAME BE CAUSED; EXCEPT AS A RESULT OF THE SOLE NEGLIGENCE OF BUYER.

21. CONTRACTOR INSURANCE – Seller shall comply with the insurance requirements **EXHIBIT B** attached to this Purchase Order and provide a certificate of insurance meeting these requirements prior to the start of work. Failure to comply can result in delay of payment.

22. FOREIGN NATIONAL – By acceptance of this Purchase Order for the performance of services required, the Seller agrees and covenants that the following conditions are met when providing any employee of Seller:

1. None of Seller’s employees who provide services to Buyer pursuant to this Purchase Order are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986; and

2. If Seller’s employees are foreign national workers present in the United States under a nonimmigrant visa category that carries authorization to work, Seller will furnish to Buyer a copy of the appropriate work authorization document for each foreign national worker verifying the work authorization, including but not limited to copy of employment authorization document, approved Form I-797 and certified labor condition application, or other acceptable documentation. Such employees will only be utilized to perform services which are not export controlled; and

3. All of Seller’s employees who are to perform services which are export controlled shall be United States citizens or legal permanent residents of the United States.

23. RETAIN IN CONFIDENCE – Seller agrees it will retain in confidence and not use or disclose to others any of Buyer’s trade secrets, confidential know-how, data or other information acquired by, or disclosed to Seller by or on behalf of Buyer.

24. NO ADVERTISING – No advertising or publicity containing any reference to Buyer or any of its employees either directly or by implication, shall be made use of by Seller or on Seller’s behalf without Buyer’s written approval.

25. LIEN RELEASE – The Seller shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the work, the site or any amounts due or to become due to the Seller under this Purchase Order. If any lien, charge or claim is so asserted, the Seller shall promptly procure its release and indemnify the Buyer against all damage and expense incident thereto. Upon completion of the work and before any final payment and settlement, the Seller shall provide evidence satisfactory to the Buyer of payment and release of debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, subcontractors and sub-subcontractors.

26. TRAVEL EXPENSES - Reimbursement of travel expenses shall only be considered for actual costs incurred and **must** be accompanied by detailed receipts. Travel expenses for lodging and per diem (including meals and incidentals must be in compliance with current Federal Travel Regulation (FTR) for applicable location(s) at the time of travel. Airfare will be reimbursed for the lowest priced airfare available to the Contractor during normal business hours and costs incurred for luxury rental automobiles will not be reimbursed. Reimbursement for personal vehicle usage/mileage shall be in accordance with the current FTR mileage rate at the time of travel.

27. CONSTRUCTION AND/OR SERVICES PERFORMED ON BUYER’S PREMISES – If Seller is performing construction and/or other services on a premises owned or controlled by Buyer, Seller shall

comply with all safety, security and environmental requirements set forth in Exhibit "C" attached to this Purchase Order.

28. COUNTERFEIT WORK - (a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Purchase Order.

(c) Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) Seller obtains the advance written approval of Buyer.

(d) Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Purchase Order.

(e) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Purchase Order.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Purchase Order addressing the authenticity of Work.

(g) In the event that Work delivered under this Purchase Order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Purchase Order. Notwithstanding any other provision in this Purchase Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement Work and any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Purchase Order.

(h) Seller shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for delivery of items that will be included in or furnished as Work to Buyer.

TEXAS SALES TAX EXEMPTION CERTIFICATE – We claim an exemption from payment of sales and use taxes for the purchase of taxable items described on the reverse side hereof. We claim this exemption because Southwest Research Institute is a non-profit organization that qualifies under Section 151.310 of the Texas Tax Code. We understand that we will be liable for payment of sales tax which may become due for failure to comply with the provisions of the state, city and/or metropolitan transit authority sales and tax laws and Comptroller rules regarding exempt purchases. Liability for the tax will be determined by the price paid for the taxable item purchased or the fair market value for the period of time used. We understand that it is a misdemeanor to give an exemption certificate to the Seller for taxable items which we know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, upon conviction, may be fined up to \$500.00 per offense. Sales and use tax "exemption numbers" do not exist.

**Exhibit A to General Purchase Order Terms and Conditions
Government Acquisition Clauses Incorporated by Reference**

These clauses shall be incorporated by reference as specified in the Federal Acquisition Regulations (FAR). These clauses shall be incorporated into this Purchase Order with the same force and effect as if they were given in full text. Upon request, the full text will be made available. The obligations of the Contractor to the Government as provided in said clauses shall be deemed to be the obligations of the Seller to the Buyer.

Wherever necessary to make the context of the clauses set forth in this Exhibit "A" applicable to this Purchase Order the term "Contractor", and "Subcontractor" shall mean Seller, the term "Contract", and "Subcontract" shall mean this Purchase Order, and the terms "Government", and "Contracting Officer" equivalent phrases shall mean Buyer, except in the following cases, where the terms "Government" and "Contracting Officer" do not change designation: (1) In the phrases "Government Property", "Government-Owned Property", "Government Equipment", and "Government-Owned Equipment", (2) When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting officer or his duly authorized representative, (3) When title to property is to be transferred directly to the Government, and (4) Anywhere in FAR Clause Nos. 52.227-all and 52.246-23.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Purchase Order exceeds \$150,000.)

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) (Applies if this Purchase Order exceeds \$150,000 and is not for a commercial item.)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Purchase Order exceeds \$150,000.)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) (Applies if this Purchase Order exceeds \$150,000.)

52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies when Seller requires access to classified information)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where Seller will have physical access to a federally-controlled facility or access to a Federal information system.)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applies if this Contract exceeds \$25,000. Copies of notices provided by Seller to the Contracting Officer shall be provided to Buyer.)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) – 11.304 (non-commercial items)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) – 11.604(b) – (rated orders)

52.214-26 AUDIT AND RECORDS—SEALED BIDDING (OCT 2010) (Applies if this Purchase Order exceeds \$750,000.)

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING (AUG 2011) (Applies if this Purchase Order exceeds \$750,000.)

52.214-28 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING (OCT 2010) (Applies if this Purchase Order exceeds \$750,000.) NOTE: The obligations which FAR clause 52.214-28 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in Table 15-2 of FAR Clause 15.408. In addition to any remedies provided by law or under this Purchase Order, if Buyer is subjected to any liability as the result of Seller's, or Seller's subcontractor's, failure to comply with the requirements of FAR clause 52.214-28, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010) (Applies if this Purchase Order exceeds \$150,000.)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. NOTE: The obligations that FAR clause 52.215-20 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2. In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subject to any liability as the result of Seller's or its subcontractor's submission and certification of cost or pricing data as set forth in subparagraphs (a)(1) or (a)(2) of this clause, or their furnishing of data or any description that is incomplete, inaccurate or not current as set forth in subparagraph (a)(2) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications) NOTE: The obligations which FAR clause 52.215-21 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2. In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subject to any liability as the result of Seller's or its subcontractor's submission and certification of cost or pricing data as set forth in subparagraphs (a)(1) or (a)(2) of this clause, or their furnishing of data or any description that is inaccurate as set forth in subparagraph (a)(3) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-12 Subcontractor Cost or Pricing Data (Oct 2010) (Applies if the Purchase Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required by paragraph (a) to be submitted in connection with the award of the Purchase Order.)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010) Applies if the Purchase Order, on the date of agreement on price or the date of award, whichever is later, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and FAR 52.215-11 is applicable to this Purchase Order.)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds \$150,000. Paragraph (b) of the clause is N/A.)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies in solicitations and Purchase Orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Purchase Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Purchase Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applies in solicitations and Purchase Orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (If Seller is an foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2015) (Applies if this Purchase Order exceeds \$700,000 except the clause does not apply if Seller is a small business concern. Seller's subcontracting plan is incorporated herein by reference. If Seller is an foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (MAY 2014) (Applies if the Purchase Order exceeds \$150,000. Also, under the clause, Buyer may withhold or

recover from Seller such sums as the Contracting Officer may withhold or recover from Buyer because of liabilities of Seller or its subcontractors under this clause.)

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014) (Applies if this Purchase Order exceeds \$15,000.)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Purchase Order is for \$150,000, or more.)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applies if this Contract exceeds \$150,000. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (Insert "and Buyer" after "Government" throughout this clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Insert "and Buyer" after "Government" throughout this clause, except in paragraph (f) insert "or Buyer" after "Government")

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30".)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,500. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order).

52.225-1 BUY AMERICAN ACT—SUPPLIES (MAY 2014) Applies only if the Seller is supplying an item that is an end product under the Buyer's prime contract and the prime contract contains the clause at FAR 52.225-1.)

52.225-3 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (MAY 2014) Applies only if the Seller is supplying an item which is an end product under the prime contract and the prime contract contains the clause at FAR 52.225-3. In the event the prime contract contains that clause in one of its alternate versions, the equivalent alternate version will be used.)

52.225-5 TRADE AGREEMENTS (FEB 2016) Applies only if the Seller is supplying an item which is an end product under the prime contract and the prime contract contains the clause at FAR 52.225-5.)

52.225-8 DUTY-FREE ENTRY (OCT 2010) (Applies if supplies identified in the Schedule as supplies to be accorded duty free entry are to be imported or if other foreign supplies in excess of \$150,000 may be imported

into the customs territory of the United States. In paragraph (c)(1), "20 days" is changed to "30 days." In paragraph (c)(2), "10 days" is changed to "20 days." The terms "Government" and "Contracting Officer" in paragraph (f) do not change.)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Insert "or Buyer" after "Government" throughout this clause)

52.227-9 REFUND OF ROYALTIES (APR 1984)

52.227-10 FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies)

52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Purchase Order involves Work on a Government installation. In paragraph (b) insert "or Buyer" after "Government". Minimum kinds and amount of insurance shall be as described in Exhibit B to this Purchase Order.)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event Buyer's customer has directed Buyer to stop performance of the Work under the Prime Contract under which this Purchase Order is issued pursuant to FAR 33.1, Buyer may, by written order to Seller, direct Seller to stop performance of the Work called for by this Purchase Order. "30 days" means "20 days" in paragraph (b)(2). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Buyer".)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. The second time "Government" appears in the clause, insert "or Buyer" after "Government".)

52.242-13 BANKRUPTCY (JUL 1995) (Applies if this Purchase Order exceeds \$150,000.)

52.242-15 STOP-WORK ORDER (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

52.243-1 CHANGES—FIXED-PRICE (AUG 1987) (Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2016)

52.245-1 GOVERNMENT PROPERTY (Apr 2012) Alt I (APR 2012) ("Contracting Officer" means "Buyer" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Buyer. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Buyer" and except in paragraphs (d)(2) and (g) where the term includes Buyer. The following is added as paragraph (n) "Seller shall provide to Buyer immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")

52.246-2 INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996) (1) The provisions in this clause pertaining to access, rights to inspect, safety protection and relief from liability apply equally to Buyer and the Government. (2) An inspection system accepted by the Government will be deemed acceptable to the Buyer.)

52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (insert "and Buyer" after "Government" except in paragraphs e and (f) where "Buyer" should be substituted for "Government".)

52.246-16 Responsibility for Supplies (Apr 1984)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Purchase Order involves international air transportation.)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

52.248-1 VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds \$150,000.)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Insert "and Buyer" after "Government" the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "Buyer and the Government" . In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) The

Buyer's right to terminate for default may be exercised if the Seller fails to cure within 7 days of the receipt of the cure notice.)

Applicable DFARS Flowdown Clauses:

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (DEC 2008)

NOTE: This clause is applicable only if the Purchase Order exceeds the simplified acquisition threshold and is not for a commercial item or component.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT

REPORTING (OCT 2016) (Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" in paragraph (b)(2)(ii). Reports required under paragraph (d) shall be made through Buyer. Insert "and Buyer" after "Contracting Officer" in paragraph (d)(5).

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (MAY 2016)

252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

252.215-7000 PRICING ADJUSTMENTS (DEC 2012) (Applies if FAR 52.215-12 or 52.215-13 applies to this Purchase Order.)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (MAR 2016)

NOTE: This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this Purchase Order.

252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Purchase Order requires the delivery of hazardous materials.)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Purchase Order contain ammunition or explosives, including liquid and solid propellants. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO", "and Buyer" after "Government" in paragraphs (g)(1)(i) and (e)(1)(ii). Communication under those paragraphs from/to Seller to/from the Contracting Officer shall be through Buyer. Insert "and Buyer" after "Contracting Officer" throughout this clause. Delete "prime" in (g)(1)(ii) and add "and Buyer." Delete "substituting its name for references to the Government." in (g)(1)(ii))

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if 252.223-7002 applies to this Purchase Order. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO", and insert "or Buyer" after "Government" throughout this clause.)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) (Applies if this Purchase Order requires access to a DoD installation)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Purchase Order is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Applies if Purchase Order is for supplies, maintenance and repair services, or construction. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" throughout this clause.)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (AUG 2016)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD (OCT 2015)

NOTE: This clause is applicable only if the Purchase Order exceeds \$13,500,000, and is not for commercial items, construction, ores, natural gas, utilities, petroleum products and crudes, timber (logs) or subsistence.

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if Seller is supplying items on the U.S. Munitions list.)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2016) (Applies if Purchase Order exceeds \$150,000.)

252.225-7013 DUTY-FREE ENTRY (MAY 2016)

NOTE: Insert the substance of this clause, including paragraph (j), in all subcontracts under the Purchase Order for (1) qualifying country components, or (2) non-qualifying country components for which Seller estimates that duty will exceed \$200 per unit. Tailor such subcontracts in accordance with paragraph (j) of the clause.

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Purchase Order contains ball or roller bearings. Substitute "Buyer" for "Government" or "United States" in subparagraph (a) (2).)

252.225-7021 TRADE AGREEMENTS (SEP 2016)

NOTE: This clause applies only if the Seller is supplying an item that is an end product under the prime contract and the prime contract contains the equivalent clause.

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Purchase Order is with a United Kingdom company. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" throughout clause. Substitute "Buyer" for "Government" or "United States" in the second sentence of paragraph (a).)

252.225-7036 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM (AUG 2016)

NOTE: This clause applies only if the Seller is supplying an item that is an end product under the prime contract and the prime contract contained the equivalent clause. Alternate I, is applicable if the prime contract contains the equivalent Alternate I.

252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where Seller will be performing or traveling outside the U.S. under this Purchase Order. For paragraph (c), see applicable information cited in DFARS 225.7401.)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

NOTE: This clause applies if this Purchase Order exceeds \$500,000 and further subcontracting opportunities may exist. Buyer shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Buyer.

252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7015 Technical Data—Commercial Items (FEB 2014)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (Insert "and Buyer" after "Government in paragraph (c)(1))

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

(Substitute "Buyer" for "Government" or "United States" throughout this clause)

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

(Substitute "Buyer" for "Government" or "United States" in the first sentence.)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Insert "or Buyer" after "Government" throughout this clause.)

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Substitute "Buyer" for "Government" or "United States" and "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" in paragraph (a); Insert "or Buyer" after "Government" in paragraph (b).)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a), communication from/to Seller to/from the Contracting Officer shall be through Buyer. In paragraph (b) insert "and Buyer" after "Government".)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7018 SUPPLY CHAIN RISK (OCT 2015) (Applies if this Purchase Order involves the development or delivery of any information technology, whether acquired as a service or as a supply. Insert “or Buyer” after “Government” throughout this clause.)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

NOTE: This clause is applicable to Purchase Orders exceeding the simplified acquisition threshold.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013)

252.246-7001 Warranty of Data – Alternate I (Mar 2014)

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply if Seller is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1. Insert ‘and Buyer’ after “Government” in paragraph (c)(2). Insert “and Buyer” after “Contracting Officer” in paragraph (c)(6).)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) (In the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Purchase Order is at or below \$150,000. Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer:” and “ACO” and “Buyer” for “Government” or “United States” in paragraph (g).)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer:” and “ACO” and “Buyer” for “Government” or “United States” throughout clause)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015) (NOTE: Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer” and “ACO” throughout clause. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

Representations and Certifications

Seller acknowledges that Buyer will rely on Seller representations and certifications in awarding this Purchase Order to Seller. Seller either (1) certifies it has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>, wherein the Seller verifies by written acceptance of this Purchase Order that the representations and certifications currently posted electronically that apply to this Purchase Order as indicated in paragraph (c) of FAR 52.204-8, Annual Representations and Certifications, have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this Purchase Order (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this award and are incorporated in this award by reference (see FAR [4.1201](#)); or (2) certifies to the Self-Certifications set forth below. Seller shall immediately notify Buyer of any change of status regarding any representation or certification set forth herein.

Self-Certifications:

The Terms and Conditions referenced in this Purchase Order may include self-certification statements. By written acceptance of this Purchase Order, Seller confirms its acceptance of the applicable self-certification statements contained in the terms and conditions and referenced herein.

1. CERTIFICATION OF COMPLIANCE TO FEDERAL ACQUISITION REGULATIONS: ANTI-KICKBACK

This certification needs to be completed by all Southwest Research Institute (SwRI®) Suppliers and Subcontractors who are fulfilling a contract in excess of \$150K.

CERTIFICATION REGARDING ANTI-KICKBACK. SELLER certifies, to the best of his or her knowledge and belief, that:

1.) The Offeror is aware that this procurement is subject to the terms of the Anti-Kickback Act of 1986 (41 U.S.C. §§ 8701-8707). The Act was passed to deter subcontractors from making payments and contractors from accepting payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or subcontract relating to a prime contract.

2.) The Offeror is aware that the Act imposes criminal penalties on any person who knowingly and willfully engages in the prohibited conduct and provides for the recovery of civil penalties by the United States from any person who knowingly engages in such prohibited conduct and from any person whose employee and/or subcontractor employee provides, accepts or charges a kickback.

3.) The Offeror is aware that pursuant to 41 U.S.C. § 8703 (c)(1) Subcontractors, either of Government-unique or commercial items are required to submit a written report to the Government in the event that they have reasonable grounds to believe that a violation of the Anti-Kickback Act may have occurred.

2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) (Applicable to solicitations and contracts exceeding \$150,000)

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that 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.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to BUYER OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Oct 2015)

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, 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 records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) Seller shall provide immediate written notice to Buyer if, at any time prior to contract award, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Seller's responsibility. Failure of Seller to furnish a certification or provide such additional information as requested by Buyer may render Seller nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that Seller knowingly rendered an erroneous certification, in addition to other remedies available to Buyer, Buyer may terminate this contract for default.

4. FAR 52.222-21 Certification of Nonsegregated Facilities (Apr 2015) (Applicable to solicitations and Contracts exceeding \$10,000)

(a) SELLER certifies that it does not and will not maintain any facilities that it provides for its employees in a segregated manner and will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. SELLER agrees that a breach of this Certification is a violation of the Equal Opportunity clause in this contract.

5. FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

6. FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

Purchase Order Insurance Requirements – Exhibit B
Revised July 2012

Southwest Research Institute (Buyer) requires of the Seller that the following minimum insurance coverage be maintained for the duration of this Purchase Order. In lieu of insurance coverage below, Seller may, with the prior written approval of Buyer, satisfy the requirements below by maintaining a program of self-insurance at levels authorized under the applicable self-insurance laws of its State, and shall provide sufficient evidence of such authorization to Buyer.

If Seller is a University State Entity, it may, with prior notice to Buyer, satisfy the requirements below with self-insurance and/or state-funded insurance programs to the extent permitted by any governing state or federal statute or constitutional provision, and shall provide sufficient evidence of such compliance to Buyer.

INSURANCE

A. Seller's Liability Insurance

The Seller must provide at its own expense and shall maintain for the duration of this Purchase Order:

1. Workers' Compensation and Employer's Liability Insurance:

The Seller shall maintain Workers' Compensation Insurance, in accordance with the applicable laws or regulations having jurisdiction (or applicable Social Scheme if foreign) over its employees regardless of whether such coverage or insurance is mandatory or merely elective under the law, and Employer's Liability Insurance for its employees with minimum limits of not less than the following:

<u>\$1,000,000</u>	Bodily Injury by Accident, Each Accident
<u>\$1,000,000</u>	Bodily Injury by Disease, Policy Limit
<u>\$1,000,000</u>	Bodily Injury by Disease, Each Employee

To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer, and Buyer's customer where required by Buyer's Agreement with its customer.

2. Commercial General Liability Insurance:

The Seller shall maintain Commercial General Liability or Public/Civil Liability Insurance (if foreign) covering all operations by or on behalf of Seller, including Bodily Injury and Property Damage Coverage, Premises Liability Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage that supports the insurable liability assumed by Seller, Cross Liability and Severability of Interest Coverage, and Independent Contractor's Liability Coverage with limits not less than the following:

<u>\$1,000,000</u>	Each Occurrence
<u>\$1,000,000</u>	Personal & Advertising Injury
<u>\$2,000,000</u>	General Aggregate
<u>\$2,000,000</u>	Products – Completed/Operations Aggregate

Such insurance shall provide coverage for action-over liability claims. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer and its customer where required by Buyer's Agreement with its customer, and shall include Buyer and its customer (where required) as Additional Insured(s) for liability arising out of or relating to Seller's work, services, completed operations, and/or product(s).

3. Business Automobile Insurance:

If vehicles are utilized as part of services provided, the Seller shall maintain Business Automobile Insurance for all vehicles, whether owned, non-owned, rented, hired, leased, borrowed, assigned to or used in connection with the Services under this Purchase Order with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer and its customer where required by Buyer's Agreement with its customer, and shall include Buyer and its customer (where required) as Additional Insured(s).

Umbrella/Excess Liability Insurance policy(ies) may be used in combination with primary policies to satisfy limit requirements. Such policy(ies) shall apply without any gaps in the limits of coverage and be at least as broad as and follows the form of underlying primary coverages required herein.

B. Special Operations Coverage

Should any of the work or services:

1. Involve services that are professional in nature, Seller shall provide Professional (Errors or Omissions) Liability Insurance covering Seller's acts, errors or omissions arising out of, or failure to render, its professional services, with minimum limits of \$1,000,000 each occurrence. Professional services may include, but are not limited to, design work, engineering services, laboratory services, consulting services, specialty technology services, computer programming services, or any services provided by personnel who possess a degree, license or certification which is traditionally recognized as establishing professional status in the industry, profession or business in which the work is performed.

2. Involve the use of aircraft (fixed wing or helicopter) owned, operated, or chartered, Seller shall provide Aircraft & Passenger Liability Insurance covering Bodily Injury (including passengers) and Property Damage Liability with a combined single limit of not less than \$10,000,000 each occurrence. Such policy shall provide for a Waiver of Subrogation-Physical Damage in favor of Buyer and include Buyer as Additional Insured.
3. Involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances or pollutants, Seller shall provide Pollution Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence.
4. Involve transporting hazardous substances, Seller shall carry Business Automobile Liability Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence with Broadened Pollution Coverage (upset/overturn/collision) Endorsement included. Such policy shall also include Motor Carrier Endorsement MCS-90.
5. Involve treatment, storage or disposal of hazardous materials/wastes or pollutants, Seller shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Environmental Liability Insurance in the amount of not less than \$5,000,000 per occurrence.
6. Involve access to or use of Buyer's information technology hardware and/or software, or otherwise control the Buyer's data, Seller shall provide Network Security Liability Insurance of not less than \$1,000,000 per occurrence for claims arising out of unauthorized access or use of computer data, theft of data, denial of network service, or malicious code.
7. Involve access to monies/securities, Seller shall provide Fidelity/Crime Insurance of not less than \$1,000,000 per occurrence.
8. Involve the use of cranes, heavy lift equipment, or rigging, Seller shall provide liability insurance of not less than \$1,000,000 per occurrence and/or accident for Bodily Injury and Property Damage resulting from crane or rigging operations. Such coverage may be provided under its Commercial General Liability insurance coverage, but must be evidenced on the Certificate of Insurance.
9. Involve the selling or serving of liquor, Seller shall provide Liquor Liability Insurance of not less than \$1,000,000 per occurrence. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer, and shall include Buyer as an Additional Insured.

C. General Insurance Requirements

1. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-VI" or better. All coverages shall be primary and non-contributory to any insurance coverages maintained by Buyer.
2. Seller shall provide thirty (30) days prior written notice to Buyer in the event of cancellation (except 10 days for non-payment) or material change (reduction/restriction) in coverage.
3. The certificate of insurance shall evidence all the above required terms and conditions and required endorsements.
4. Certificates of Insurance shall be filed with the Buyer for approval prior to commencing any work, and thereafter prior to policy expiration. Failure to furnish the required certificates within ten (10) days of "notice to proceed" shall not be considered cause for modification of any contractual time limits.
5. If subcontractors are utilized, Seller is to ensure such subcontractors are in compliance with the above requirements by providing the appropriate certificate of insurance to Buyer. Seller assumes liability for loss as a result of any subcontractor's uninsured and/or underinsured exposures.
6. If any policies providing the required coverages are written on a claims-made basis, the following applies:
 - a) The retroactive date shall be prior to the commencement of the work.
 - b) Seller shall maintain such policies on a continuous basis.
 - c) If there is a change in insurance companies or policies are canceled or not renewed, Seller shall purchase extended reporting period of not less than three (3) years after the contract completion date, or maintain retroactive date prior to commencement of work on new policy.

Please have your Insurance Agent forward the required certificates and endorsements to:

Southwest Research Institute
Attn: Joseph Marshall
P.O. Box 28510
San Antonio, Texas 78228-0510

Revised OCT 2016

**EXHIBIT C TO GENERAL PURCHASE ORDER TERMS AND CONDITIONS
FOR CONSTRUCTION AND SERVICE WORK PERFORMED ON SwRI PROPERTY**

The following terms and conditions are hereby made a part of this Purchase Order for construction and service work performed at Southwest Research Institute.

FACILITIES ENGINEERING

Facilities Engineering is responsible for all construction activities of the Institute. All work will be performed under the administration of Facilities Engineering, or its designated representative, i.e. Consultant, Architect or Engineer.

Approval of pay requests, submittals, changes, etc., is the responsibility of Facilities Engineering. Requests for approval will be made to the Owner or the designated representative. No payments shall be made for any requests or changes without prior authorization by Facilities Engineering.

THE CONTRACTOR

The Contractor shall comply with all applicable laws and ordinances and shall include all required fees in the Contract Sum. Suppliers and Subcontractors to the Contractor shall be bound to the Contractor by the terms of this Purchase Order. The Contractor shall make copies of these terms available to Subcontractors prior to starting work.

Prior to any excavation on the Institute property, the Contractor shall obtain direction from Facility Operations for location of existing underground utilities.

Under no circumstances shall utilities be shut off without a minimum 24-hour prior approval by Facility Operations and the Division representative.

The Contractor shall provide all labor, materials, tools, construction equipment and machinery, and other facilities and services necessary for the execution and completion of the work. The Institute will not loan or otherwise provide tools or other equipment to Contractors.

CONTRACTOR ENVIRONMENTAL AND SAFETY GUIDELINES

SwRI Environmental and Safety Systems Department
Phone: 210-522-2221

During the performance of work, Contractor shall comply with all federal, state, and local laws, regulations, and building codes. Contractor shall be responsible for (1) controlling the means and methods by which it and its employees perform the work or service at SwRI; (2) independently ascertaining what health, safety, and environmental practices are appropriate and necessary for the performance of such work or services; and (3) initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the work under this Purchase Order that complies with all rules, regulations and industry standards, including permits, governing the Contractor and the work.

SAFETY REQUIREMENTS

Contractor equipment must be in good condition and Contractor must follow manufacturer's guidelines in proper use.

Contractor must coordinate the construction work at or in existing facilities with the designated SwRI representative. Facilities Engineering will provide Contractor with the name of a Division representative and Contractor must make contact prior to starting work.

Contractor shall comply with all traffic signs and laws while operating vehicles on SwRI roads. Where traffic diversion is necessary, Contractor shall provide appropriate signage and coordinate through SwRI Security Department.

Facilities must be contacted prior to Contractor going on any roof. Contractors must use appropriate fall protection equipment when a fall hazard is present.

Contractor must discuss the shutdown of equipment/systems with Facilities Engineering point-of-contact before starting work. Contractor must use their own locks and keys. Contractor is responsible for controlling access to its work area and, to the extent possible, and access by SwRI employees will be restricted

Contractor must have prior approval from Facilities Engineering point-of-contact before covering sprinkler or smoke alarm systems. Sprinkler heads must have eighteen (18) inches of clearance at all times.

Contractor performed hot work (welding, cutting, etc.) which involves flame, spark, or heat requires Contractor to follow SwRI's Hot Work procedure. A hot work permit will be provided by your Facilities Engineering point-of contact. A fire watch must be conducted by either SwRI personnel or Contractor during hot work operations. Fire extinguishers must be provided by contractor.

Contractor work areas will be kept clean and neat at all times. At the end of each shift, equipment and materials must properly be stored. Contractor must remove all trash from all work areas daily or at the end of each shift and properly dispose of it.

Any construction or work being completed at SwRI by Contractor that has special hazards that may affect the building occupants must be approved by the SwRI Facilities Engineering point-of-contact and SwRI Environmental and Safety Systems prior to the work being performed.

Some SwRI buildings contain asbestos in various forms. Before starting work in any building Contractor shall consult Facilities Engineering who will arrange for the known asbestos information to be provided to Contractor. It is possible that asbestos may be found which is not in the survey. Contractor upon encountering any asbestos shall cease all operations and notify Facilities Engineering for necessary action.

Contractors who are required to enter into any confined space on SwRI property must complete SwRI Form SF-3B (Non-SwRI Employee Confined Space Training Certification).

ENVIRONMENTAL REQUIREMENTS

SwRI is certified to ISO 14001, Environmental Management Systems, in several divisions/cost centers. SwRI's Environmental Policy is available to contractors through the SwRI web site (www.swri.org). Contractors and subcontractors working on-site are required to conform to SwRI environmental requirements as outlined below.

Containment of Chemicals, Fuels, and Oils

Raw Materials and Waste

Secondary containment must be provided for the following:

1. Raw materials (fuel, oil, solvents, antifreeze, etc.);
2. Liquid and solid industrial / hazardous waste; and
3. Wastewater.

Secondary containment must consist of sealed concrete, welded metal containers, or preformed chemical-resistant plastic containers designed for chemical containment (no plastic swimming pools). Contractor should consider covering containments to prevent rain/sleet and debris from accumulating.

Equipment

All equipment must be checked for fluid leaks prior to operation on each shift. All leaks found must be repaired prior to utilizing the equipment. Measures must be taken to ensure spills are prevented during fueling operations. Oil changes must be done so that the oil is drained into a containment pan located inside a containment area.

Refrigerant Systems

Contractor must coordinate with SwRI's Heating, Ventilation, and Air Conditioning section within the Facility Operations department prior to commencing work on any refrigerant-containing system(s) or equipment. Contact 210-522-2106 for more information.

Wastewater Discharge

Contractor must not dump or discharge wastewater or other liquid wastes, including paint or paint-related equipment wash water, into or onto any of the following:

1. Ground or roof;
2. Storm water system via trenches, manholes, sumps, sewer connections, and ditches; or
3. Restrooms, sinks, floor drains, and other sanitary wastewater connections.

Contractor must obtain approval from SwRI ESS prior to disposing of any wastewater in the sanitary sewer system.

Note: Stormwater collected in Contractor secondary containment is considered wastewater and must be managed as wastewater.

Chemical Identification

Contractor must label all raw material containers with the contents of the container and Contractor's name. Safety Data Sheets must be available and kept on-site for all products used by Contractor during a project. The volume of chemicals brought on-site must be strictly limited to what is needed for immediate use. Deliveries should be coordinated by Contractor "just in time" for use to avoid

prolonged storage periods. Contractor must remove all unused raw materials and empty containers from the SwRI site prior to vacating.

Waste Management/Disposal

Contractor must adhere to federal, state, and local environmental regulatory requirements, as well as SwRI rules and policies, regarding waste management and disposal. Disposal requirements may be decided prior to commencement of work, depending on the job scope. It is Contractor's responsibility to provide advanced notice of the amount, type, and timing of the waste generation by contacting SwRI ESS at (210)522-2221.

Contractor must ensure waste is segregated into the following categories and manage the waste accordingly:

- Hazardous (e.g., fuels, acids, aerosol cans)
- Universal (e.g., light bulbs, batteries, paint/paint related waste)
- Class I Nonhazardous (e.g., contaminated soils)
- Class II Nonhazardous (e.g., general trash)
- Construction Debris (e.g., brick, concrete)
- Recyclables (e.g., metal, cardboard, wood, used oil, plastics, etc.)

Contractor must ensure that waste containers are:

- Properly labeled;
- Compatible with the waste generated;
- Kept closed except when adding waste (e.g., drums: bungs on closed-top and lids with rings on open-top must be in place and tightened); and
- Inspected daily for leaks, signs of corrosion, or damage.

Any improperly labeled, leaking, damaged, or corroded containers must be immediately remedied or properly managed as waste. Contractor is liable for any corrective actions and disposal costs.

Spills/Emergency Response

A "spill" is defined as an abnormal release of a substance that could possibly cause an adverse effect on the environment or people in the general area. When a spill occurs, Contractor must report the location, identity, and amount of spilled material (if known) and if there are immediate environmental or safety hazards (e.g., fire or material entering sewers). All spills must be reported to SwRI ESS at (210)522-2221 prior to the end of the work day. If the spill is of a reportable quantity, then SwRI must notify governmental officials within 24 hours. For emergency response to major spills (more than 25 gallons of petroleum products or greater than reportable quantities of other chemicals), contact SwRI Security at (210) 522-2222.

Additional Contractor Responsibilities

- Maintain all equipment in good working order.
- Practice good housekeeping procedures at all times, including cleaning up work areas daily.
- Close all chemical, waste, and material containers when not actively in use.
- Ensure proper labeling of all containers.
- No open-bucket soaking of parts or equipment unless only water is used.
- No outdoor spraying of paint or chemicals.
- No outdoor washing of paint equipment or discharge to ground surface.
- All outdoor activities which may affect air or water quality must be approved by SwRI ESS.
- Notify SwRI Security (210)522-2222 and ESS (210)522-2221 immediately in the event of a spill or release.

General Purchase Order Terms and Conditions

DEFINITION: As used in this Purchase Order the term "FAR" means Federal Acquisition Regulations. The effective dates of the below-referred FAR clauses shall be the dates of corresponding clauses in the prime contract that are referenced in this Purchase Order. Any reference to a "Disputes" clause in the prime contract under which this Purchase Order is issued shall be inapplicable to this Purchase Order. If this Purchase Order includes a Government contract number, then any property furnished herewith is considered government-furnished property which must be accounted for in accordance with FAR Part 45. Refer to General Purchase Order Terms and Conditions for risk of loss.

1. ACCEPTANCE OF PURCHASE ORDER - This Purchase Order is Buyer's offer to Seller for the materials specified or the work to be performed hereunder and, together with any attachments specifically incorporated herein by reference, contains the entire agreement between Buyer and Seller with respect to such materials or work, and supersedes any other agreements or understanding made to the date hereof. This offer shall become a Contract on the terms and conditions stated herein when it is accepted by Seller by either acknowledgement or performance. No change, modification or revision of this Purchase Order shall be valid unless in writing signed by Buyer.

Either party may execute this Purchase Order and any additional documents including, but not limited to, modifications, change orders and representations and certifications related to this Purchase Order by facsimile or electronic signature. The other party shall be entitled to rely on such facsimile or electronic signature as evidence that this Purchase Order has been duly executed by an authorized representative. Further, neither party shall contest the validity of this Purchase Order based on the use of facsimile or electronic signatures.

2. PACKING AND SHIPPING - All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations, otherwise the difference in packing, crating and cartage, as the case may be, will be charged to Seller. No charges will be paid by Buyer for packing, crating or cartage unless stated in the Purchase Order. All shipments to be forwarded on one day via one route must be consolidated.

3. DELIVERY- Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in exact quantities. If Seller's deliveries will not meet such schedule, Buyer may request Seller to ship via routing necessary to meet schedule or recover time lost by non-delivery on schedule, and the difference between revised routing and order routing costs shall be paid by Seller. Time is of the essence, and failure by Seller to complete delivery within the time specified shall, at Buyer's option without liability, in addition to Buyer's other rights and remedies, relieve Buyer of any obligation to accept and pay for any such material or work.

4. INVOICES AND PAYMENT - Seller represents and warrants that it will timely invoice Buyer for its purchase of goods or services and that Buyer is not obligated to pay for any goods or services identified in invoices that Buyer receives more than ninety (90) days after receiving the goods or services, regardless of whether Buyer actually accepted such goods or services. Unless otherwise provided in this Purchase Order, no invoices shall be issued nor payments made prior to delivery. Individual invoices must be issued for each shipment under this Purchase Order. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection.

Copies of all invoices shall be forwarded to SwRI at P.O. Box 28510, San Antonio, Texas 78228, Attn: Accounts Payable (ap@swri.org), and shall reference the Purchase Order number.

Seller shall take the following action in the case of any duplicate financing or invoice payment, or if Buyer has otherwise overpaid Seller:

- 1) Remit overpayment amount to Buyer with a description of overpayment including:
 - (a) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment liquidation errors, etc.);
 - (b) Date(s) of overpayment;
 - (c) Purchase Order number affected;
 - (d) Affected contract line item or sub-line item, if applicable, and Contractor/Supplier point of contact.
- 2) Provide a copy of the remittance and supporting documentation to Buyer.

5. WARRANTIES - Seller warrants: (a) all items delivered under this Purchase Order will be free from defects in material and workmanship, will conform to applicable specifications and drawings and, to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer, will be free from defects in design and suitable for the intended purposes; (b) unless otherwise stated on the face of this Purchase Order, all items delivered under this Purchase Order are new, have not been previously used and are not former Government surplus property; (c) all materials herein described and the sale thereof do not, and the use of the same for their intended purposes will not, constitute infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret; and (d) in the performance of this Purchase Order. Seller has complied or will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules, and regulations thereunder. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied, which are provided or exist by operation of law. The warranties of Seller, together with its service warranties and guarantees, if any, shall run to Buyer and its customers.

In addition, Seller warrants and certifies that: (a) all items supplied or delivered to Buyer under this Purchase Order do not contain one or more identified Conflict Minerals (including but not limited to, coltan, niobium, tantalum, tin, gold, or tungsten), as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act; (b) sub-suppliers from whom Seller purchases items do not sell items that contain one or more identified Conflict Minerals; and (c) if the items that Seller supplies or delivers to Buyer do contain one or more identified Conflict Minerals, such Conflict Minerals do NOT originate from the Democratic Republic of Congo or an adjoining country. In the event the items Seller supplies or delivers to Buyer contain one or more identified Conflict Minerals, then Seller shall immediately notify Buyer of such.

6. INSPECTION - All items are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source, and such inspection shall be made within a reasonable time after delivery. Acceptance of any items by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer and its customers under the Warranties clause.

7. REJECTION - Buyer shall notify Seller if any items delivered hereunder are rejected and at Buyer's election and Seller's risk and expense, such items shall be held by Buyer or returned to Seller. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.

8. CHANGES - Buyer may at any time by written notice make changes within the general scope of this Purchase Order to drawings and specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost of, or the time required for, performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon.

9. TITLE AND RISK OF LOSS - (a) Unless otherwise provided in this Purchase Order, Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Purchase Order at the FOB point specified on the face hereof, and upon such delivery title shall pass from Seller to Buyer and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this Purchase Order. Passing of title upon such delivery shall not constitute acceptance of the items by Buyer. (b) Unless otherwise provided in this Purchase Order, Seller upon delivery to it or manufacture or acquisition by it, of any materials; parts, special tooling or other property, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller, in accordance with the provisions of this Purchase Order, but in any event upon completion thereof, shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except to the extent that such property has been incorporated in items delivered under this Purchase Order, or has been consumed in normal performance of work under this Purchase Order. If Seller is furnished Government owned property for use in connection with this Purchase Order, Seller shall comply with the provisions of Federal Acquisition Regulations (FAR), PART 45 -GOVERNMENT PROPERTY which is hereby incorporated herein by reference. "Special Tooling" as herein used includes all special tools, jigs, fixtures, drawings, dies, molds, and patterns acquired or manufactured by Seller for use in the performance of this Purchase Order, and does not include any standard or perishable tooling, gauges, or measuring instruments.

10. STOP WORK ORDER - The rights and obligations specified in "Stop Work Order" clause contained in FAR Section 52.242-15 are hereby made applicable to this Purchase Order by reference except "Contracting Officer" shall mean "Buyer's Purchasing Representatives" the title "Termination for Convenience of the Government in paragraph (a)(2) means "Termination" and the words "for the convenience of the Government" in paragraph (c) are replaced by "in accordance with the Termination Clause."

11. TERMINATION AND DEFAULTS - The rights and obligations specified in FAR Section 52.249-2 and 52.249-8 are hereby made applicable to this Purchase Order and said sections are hereby incorporated in this Purchase Order by reference, except that the terms "Contracting Officer" and "Government" used therein shall mean "Buyer", "Contractor" shall mean "Seller", "Contract" shall mean, "this order", the "Termination for Convenience" clause shall mean the Termination clause referred to in this Article; and the reference therein to a "Disputes" clause shall be inapplicable. Waiver by Buyer of any default by Seller shall not be deemed a waiver of any other default in the "Termination of Convenience" clause, paragraph (c), the term "45 days" is changed to "90 days" and in paragraph (d) the term "1 year" is changed to "6 months". In no event shall Seller acquire any direct claim or cause of action against the United States government.

12. USE OF DESIGNS, DATA, ETC. - Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this Purchase Order or other orders from Buyer, and not otherwise, unless Buyer's written consent is first obtained; provided, however, that Seller shall have the right to use such items upon written notice to Buyer in the manufacture of end items for direct sale to the Government to the extent the Government has the right under its prime contracts with Buyer to authorize such use by Seller. Upon completion or termination of this Purchase Order, Seller shall return all such items to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

13. INDEMNIFICATION AGAINST INFRINGEMENT - Seller agrees to indemnify Buyer, its successors, assigns, customers and agents from any and all costs, expenses and damages on account of any claim that any of the material covered by this Purchase Order (except material made to Buyer's detailed designs) infringes any United States Letters Patent, copyright or trademark, or that the same is a violation of any trade secret. Seller shall be notified promptly of each such claim and, to the extent of Buyer's right so to do, shall be offered control of the defense and settlement of any such claim.

14. NOTICE OF LABOR DISPUTE - Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer, Seller shall require of any subcontractor of any material or work hereunder the same or substantially the same obligation as that contained herein.

15. CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE - No news release, advertisement, public announcement, denial or confirmation of same relating to any part of the subject matter of this Purchase Order or any phase of any program hereunder shall be made directly or indirectly without prior written approval of Buyer. If this Purchase Order is issued under a government contract, the Government is excluded from the restrictions set out in this provision.

16. SUBCONTRACTING OR ASSIGNING - Neither this Purchase Order nor the obligations of Seller hereunder shall be subcontracted, assigned or delegated by operation of law or otherwise without Buyer's prior written consent.

17. GOVERNING LAW - The Purchase Order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the law of the State of Texas. Venue shall be San Antonio, Bexar County, Texas.

18. ADDITIONAL TERMS AND CONDITIONS - If this Purchase Order is issued under a government contract, as shown by a number in the block entitled "Government Contract Number" on the face of this Purchase Order, and to the extent they are required by the contract under which this Purchase Order is issued, or by the Federal Acquisition Regulations (FAR) or other comparable government procurement regulations, and subject to the exemptions, conditions, and limitations therein specified, the following terms and conditions and the DAR/FAR clauses listed in **EXHIBIT A** are incorporated herein and made a part hereof. Seller shall include in each lower-tier Purchase Order or subcontract the appropriate flow-down clauses as required by FAR and DFARs.

(a) EQUAL EMPLOYMENT OPPORTUNITY- Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810 the Seller shall comply with paragraph (1) through (7) of Section 202 of Executive Order 11248 and the clause set forth in FAR Section 52.222-26, which are incorporated by reference herein. The term “Contractor” and “Government Prime Contractor” shall mean Seller, and “Contract” shall mean this Purchase Order.

(b) AFFIRMATIVE ACTION AND REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS - Seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37 which are incorporated by reference herein.

(c) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS- Seller agrees to comply with rules, regulations, and relevant order for the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36 which is incorporated by reference herein.

(d) EO CLAUSES INCORPORATED BY REFERENCE- **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity 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, sexual orientation, gender identity, national origin, disability or veteran status.**

(e) Americans with Disabilities Act of 1990 – Seller agrees to comply with rules and regulations of the Americans with Disabilities Act of 1990 which is incorporated by reference herein.

(f) DEFINITIONS - Whenever appropriate, when used in any DAR/FAR regulation referenced in the terms and conditions applicable to this Purchase Order, “Contracting Officer” and “Government” shall mean Buyer, “Contractor” and “Government Prime Contractor” shall mean Seller, and “Contract” shall mean this Purchase Order.

(g) INSPECTION AND AUDIT- Seller’s books and records and its plant, or such parts thereof as may be engaged in the performance of the Purchase Order, shall at all reasonable times be subject to inspection and audit by any authorized representatives of the United States Government.

(h) EXAMINATION OF RECORDS BY COMPTROLLER GENERAL - Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the Purchase Order, have access to and the right to examine only directly pertinent books, documents, papers, and records of Seller involving transactions related to this Purchase Order.

(i) QUALITY CONTROL- If this Purchase Order requires compliance with MIL-1-45208, the terms and conditions of FAR Section 52.246-11 Higher-Level Contract Quality Requirement (Government Specification) (APR 1984) is incorporated herein by reference and made a part hereof.

(j) ENVIRONMENTAL LAWS

If this Purchase Order exceeds \$100,000, Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C Sec. 1251 et seq.)

SERVICES - If the Seller is providing “Services” as part or all of this Purchase Order then the following clauses shall apply:

19. INDEPENDENT CONTRACTOR – Services rendered by Seller for Buyer and Seller’s and Buyer’s respective relationship in all matters related to this Purchase Order shall be as independent contractor and not as employee, agent or servant. Seller shall obey all federal, state, and local safety and health regulations in the performance of the services to be supplied hereunder, and while on the premises of the Buyer.

20. HOLD HARMLESS – SELLER HEREBY AGREES TO DEFEND AND FOREVER INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CAUSE OR CAUSES OF ACTION, INCLUDING PERSONAL INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE, COSTS, CHARGES, FINES, CLAIMS, DEMANDS, AND LIABILITIES OF WHATEVER KIND, NAME OR NATURE, ARISING FROM OR RELATING TO SELLER’S PERFORMANCE, OR FAILURE TO PERFORM HEREUNDER, INCLUDING BUT NOT LIMITED TO FAILURE TO COMPLY WITH EXHIBIT “B” AND “C” ATTACHED HERETO AS APPLICABLE, AND HOWSOEVER THE SAME BE CAUSED; EXCEPT AS A RESULT OF THE SOLE NEGLIGENCE OF BUYER.

21. CONTRACTOR INSURANCE – Seller shall comply with the insurance requirements **EXHIBIT B** attached to this Purchase Order and provide a certificate of insurance meeting these requirements prior to the start of work. Failure to comply can result in delay of payment.

22. FOREIGN NATIONAL – By acceptance of this Purchase Order for the performance of services required, the Seller agrees and covenants that the following conditions are met when providing any employee of Seller:

1. None of Seller’s employees who provide services to Buyer pursuant to this Purchase Order are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986; and

2. If Seller’s employees are foreign national workers present in the United States under a nonimmigrant visa category that carries authorization to work, Seller will furnish to Buyer a copy of the appropriate work authorization document for each foreign national worker verifying the work authorization, including but not limited to copy of employment authorization document, approved Form I-797 and certified labor condition application, or other acceptable documentation. Such employees will only be utilized to perform services which are not export controlled; and

3. All of Seller’s employees who are to perform services which are export controlled shall be United States citizens or legal permanent residents of the United States.

23. RETAIN IN CONFIDENCE – Seller agrees it will retain in confidence and not use or disclose to others any of Buyer’s trade secrets, confidential know-how, data or other information acquired by, or disclosed to Seller by or on behalf of Buyer.

24. NO ADVERTISING – No advertising or publicity containing any reference to Buyer or any of its employees either directly or by implication, shall be made use of by Seller or on Seller’s behalf without Buyer’s written approval.

25. LIEN RELEASE – The Seller shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the work, the site or any amounts due or to become due to the Seller under this Purchase Order. If any lien, charge or claim is so asserted, the Seller shall promptly procure its release and indemnify the Buyer against all damage and expense incident thereto. Upon completion of the work and before any final payment and settlement, the Seller shall provide evidence satisfactory to the Buyer of payment and release of debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, subcontractors and sub-subcontractors.

26. TRAVEL EXPENSES - Reimbursement of travel expenses shall only be considered for actual costs incurred and **must** be accompanied by detailed receipts. Travel expenses for lodging and per diem (including meals and incidentals must be in compliance with current Federal Travel Regulation (FTR) for applicable location(s) at the time of travel. Airfare will be reimbursed for the lowest priced airfare available to the Contractor during normal business hours and costs incurred for luxury rental automobiles will not be reimbursed. Reimbursement for personal vehicle usage/mileage shall be in accordance with the current FTR mileage rate at the time of travel.

27. CONSTRUCTION AND/OR SERVICES PERFORMED ON BUYER’S PREMISES – If Seller is performing construction and/or other services on a premises owned or controlled by Buyer, Seller shall

comply with all safety, security and environmental requirements set forth in Exhibit "C" attached to this Purchase Order.

28. COUNTERFEIT WORK - (a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Purchase Order.

(c) Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) Seller obtains the advance written approval of Buyer.

(d) Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Purchase Order.

(e) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Purchase Order.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Purchase Order addressing the authenticity of Work.

(g) In the event that Work delivered under this Purchase Order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Purchase Order. Notwithstanding any other provision in this Purchase Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement Work and any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Purchase Order.

(h) Seller shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for delivery of items that will be included in or furnished as Work to Buyer.

TEXAS SALES TAX EXEMPTION CERTIFICATE – We claim an exemption from payment of sales and use taxes for the purchase of taxable items described on the reverse side hereof. We claim this exemption because Southwest Research Institute is a non-profit organization that qualifies under Section 151.310 of the Texas Tax Code. We understand that we will be liable for payment of sales tax which may become due for failure to comply with the provisions of the state, city and/or metropolitan transit authority sales and tax laws and Comptroller rules regarding exempt purchases. Liability for the tax will be determined by the price paid for the taxable item purchased or the fair market value for the period of time used. We understand that it is a misdemeanor to give an exemption certificate to the Seller for taxable items which we know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, upon conviction, may be fined up to \$500.00 per offense. Sales and use tax "exemption numbers" do not exist.

**Exhibit A to General Purchase Order Terms and Conditions
Government Acquisition Clauses Incorporated by Reference**

These clauses shall be incorporated by reference as specified in the Federal Acquisition Regulations (FAR). These clauses shall be incorporated into this Purchase Order with the same force and effect as if they were given in full text. Upon request, the full text will be made available. The obligations of the Contractor to the Government as provided in said clauses shall be deemed to be the obligations of the Seller to the Buyer.

Wherever necessary to make the context of the clauses set forth in this Exhibit "A" applicable to this Purchase Order the term "Contractor", and "Subcontractor" shall mean Seller, the term "Contract", and "Subcontract" shall mean this Purchase Order, and the terms "Government", and "Contracting Officer" equivalent phrases shall mean Buyer, except in the following cases, where the terms "Government" and "Contracting Officer" do not change designation: (1) In the phrases "Government Property", "Government-Owned Property", "Government Equipment", and "Government-Owned Equipment", (2) When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting officer or his duly authorized representative, (3) When title to property is to be transferred directly to the Government, and (4) Anywhere in FAR Clause Nos. 52.227-all and 52.246-23.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Purchase Order exceeds \$150,000.)

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) (Applies if this Purchase Order exceeds \$150,000 and is not for a commercial item.)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Purchase Order exceeds \$150,000.)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) (Applies if this Purchase Order exceeds \$150,000.)

52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies when Seller requires access to classified information)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where Seller will have physical access to a federally-controlled facility or access to a Federal information system.)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applies if this Contract exceeds \$25,000. Copies of notices provided by Seller to the Contracting Officer shall be provided to Buyer.)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) – 11.304 (non-commercial items)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) – 11.604(b) – (rated orders)

52.214-26 AUDIT AND RECORDS—SEALED BIDDING (OCT 2010) (Applies if this Purchase Order exceeds \$750,000.)

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING (AUG 2011) (Applies if this Purchase Order exceeds \$750,000.)

52.214-28 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING (OCT 2010) (Applies if this Purchase Order exceeds \$750,000.) NOTE: The obligations which FAR clause 52.214-28 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in Table 15-2 of FAR Clause 15.408. In addition to any remedies provided by law or under this Purchase Order, if Buyer is subjected to any liability as the result of Seller's, or Seller's subcontractor's, failure to comply with the requirements of FAR clause 52.214-28, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010) (Applies if this Purchase Order exceeds \$150,000.)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. NOTE: The obligations that FAR clause 52.215-20 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2. In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subject to any liability as the result of Seller's or its subcontractor's submission and certification of cost or pricing data as set forth in subparagraphs (a)(1) or (a)(2) of this clause, or their furnishing of data or any description that is incomplete, inaccurate or not current as set forth in subparagraph (a)(2) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications) NOTE: The obligations which FAR clause 52.215-21 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2. In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subject to any liability as the result of Seller's or its subcontractor's submission and certification of cost or pricing data as set forth in subparagraphs (a)(1) or (a)(2) of this clause, or their furnishing of data or any description that is inaccurate as set forth in subparagraph (a)(3) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-12 Subcontractor Cost or Pricing Data (Oct 2010) (Applies if the Purchase Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required by paragraph (a) to be submitted in connection with the award of the Purchase Order.)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010) Applies if the Purchase Order, on the date of agreement on price or the date of award, whichever is later, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and FAR 52.215-11 is applicable to this Purchase Order.)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds \$150,000. Paragraph (b) of the clause is N/A.)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies in solicitations and Purchase Orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Purchase Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Purchase Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applies in solicitations and Purchase Orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (If Seller is an foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2015) (Applies if this Purchase Order exceeds \$700,000 except the clause does not apply if Seller is a small business concern. Seller's subcontracting plan is incorporated herein by reference. If Seller is an foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (MAY 2014) (Applies if the Purchase Order exceeds \$150,000. Also, under the clause, Buyer may withhold or

recover from Seller such sums as the Contracting Officer may withhold or recover from Buyer because of liabilities of Seller or its subcontractors under this clause.)

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014) (Applies if this Purchase Order exceeds \$15,000.)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Purchase Order is for \$150,000, or more.)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applies if this Contract exceeds \$150,000. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (Insert "and Buyer" after "Government" throughout this clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Insert "and Buyer" after "Government" throughout this clause, except in paragraph (f) insert "or Buyer" after "Government")

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30".)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,500. If Seller is a foreign company, this clause applies to this Purchase Order only if Work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Purchase Order).

52.225-1 BUY AMERICAN ACT—SUPPLIES (MAY 2014) Applies only if the Seller is supplying an item that is an end product under the Buyer's prime contract and the prime contract contains the clause at FAR 52.225-1.)

52.225-3 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (MAY 2014) Applies only if the Seller is supplying an item which is an end product under the prime contract and the prime contract contains the clause at FAR 52.225-3. In the event the prime contract contains that clause in one of its alternate versions, the equivalent alternate version will be used.)

52.225-5 TRADE AGREEMENTS (FEB 2016) Applies only if the Seller is supplying an item which is an end product under the prime contract and the prime contract contains the clause at FAR 52.225-5.)

52.225-8 DUTY-FREE ENTRY (OCT 2010) (Applies if supplies identified in the Schedule as supplies to be accorded duty free entry are to be imported or if other foreign supplies in excess of \$150,000 may be imported

into the customs territory of the United States. In paragraph (c)(1), "20 days" is changed to "30 days." In paragraph (c)(2), "10 days" is changed to "20 days." The terms "Government" and "Contracting Officer" in paragraph (f) do not change.)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Insert "or Buyer" after "Government" throughout this clause)

52.227-9 REFUND OF ROYALTIES (APR 1984)

52.227-10 FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies)

52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Purchase Order involves Work on a Government installation. In paragraph (b) insert "or Buyer" after "Government". Minimum kinds and amount of insurance shall be as described in Exhibit B to this Purchase Order.)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event Buyer's customer has directed Buyer to stop performance of the Work under the Prime Contract under which this Purchase Order is issued pursuant to FAR 33.1, Buyer may, by written order to Seller, direct Seller to stop performance of the Work called for by this Purchase Order. "30 days" means "20 days" in paragraph (b)(2). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Buyer".)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. The second time "Government" appears in the clause, insert "or Buyer" after "Government".)

52.242-13 BANKRUPTCY (JUL 1995) (Applies if this Purchase Order exceeds \$150,000.)

52.242-15 STOP-WORK ORDER (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

52.243-1 CHANGES—FIXED-PRICE (AUG 1987) (Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2016)

52.245-1 GOVERNMENT PROPERTY (Apr 2012) Alt I (APR 2012) ("Contracting Officer" means "Buyer" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Buyer. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Buyer" and except in paragraphs (d)(2) and (g) where the term includes Buyer. The following is added as paragraph (n) "Seller shall provide to Buyer immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")

52.246-2 INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996) (1) The provisions in this clause pertaining to access, rights to inspect, safety protection and relief from liability apply equally to Buyer and the Government. (2) An inspection system accepted by the Government will be deemed acceptable to the Buyer.)

52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (insert "and Buyer" after "Government" except in paragraphs e and (f) where "Buyer" should be substituted for "Government".)

52.246-16 Responsibility for Supplies (Apr 1984)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Purchase Order involves international air transportation.)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

52.248-1 VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds \$150,000.)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Insert "and Buyer" after "Government" the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "Buyer and the Government" . In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) The

Buyer's right to terminate for default may be exercised if the Seller fails to cure within 7 days of the receipt of the cure notice.)

Applicable DFARS Flowdown Clauses:

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (DEC 2008)

NOTE: This clause is applicable only if the Purchase Order exceeds the simplified acquisition threshold and is not for a commercial item or component.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT

REPORTING (OCT 2016) (Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" in paragraph (b)(2)(ii). Reports required under paragraph (d) shall be made through Buyer. Insert "and Buyer" after "Contracting Officer" in paragraph (d)(5).

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (MAY 2016)

252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

252.215-7000 PRICING ADJUSTMENTS (DEC 2012) (Applies if FAR 52.215-12 or 52.215-13 applies to this Purchase Order.)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (MAR 2016)

NOTE: This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this Purchase Order.

252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Purchase Order requires the delivery of hazardous materials.)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Purchase Order contain ammunition or explosives, including liquid and solid propellants. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO", "and Buyer" after "Government" in paragraphs (g)(1)(i) and (e)(1)(ii). Communication under those paragraphs from/to Seller to/from the Contracting Officer shall be through Buyer. Insert "and Buyer" after "Contracting Officer" throughout this clause. Delete "prime" in (g)(1)(ii) and add "and Buyer." Delete "substituting its name for references to the Government." in (g)(1)(ii))

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if 252.223-7002 applies to this Purchase Order. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO", and insert "or Buyer" after "Government" throughout this clause.)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) (Applies if this Purchase Order requires access to a DoD installation)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Purchase Order is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Applies if Purchase Order is for supplies, maintenance and repair services, or construction. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" throughout this clause.)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (AUG 2016)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD (OCT 2015)

NOTE: This clause is applicable only if the Purchase Order exceeds \$13,500,000, and is not for commercial items, construction, ores, natural gas, utilities, petroleum products and crudes, timber (logs) or subsistence.

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if Seller is supplying items on the U.S. Munitions list.)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2016) (Applies if Purchase Order exceeds \$150,000.)

252.225-7013 DUTY-FREE ENTRY (MAY 2016)

NOTE: Insert the substance of this clause, including paragraph (j), in all subcontracts under the Purchase Order for (1) qualifying country components, or (2) non-qualifying country components for which Seller estimates that duty will exceed \$200 per unit. Tailor such subcontracts in accordance with paragraph (j) of the clause.

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Purchase Order contains ball or roller bearings. Substitute "Buyer" for "Government" or "United States" in subparagraph (a) (2).)

252.225-7021 TRADE AGREEMENTS (SEP 2016)

NOTE: This clause applies only if the Seller is supplying an item that is an end product under the prime contract and the prime contract contains the equivalent clause.

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Purchase Order is with a United Kingdom company. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" throughout clause. Substitute "Buyer" for "Government" or "United States" in the second sentence of paragraph (a).)

252.225-7036 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM (AUG 2016)

NOTE: This clause applies only if the Seller is supplying an item that is an end product under the prime contract and the prime contract contained the equivalent clause. Alternate I, is applicable if the prime contract contains the equivalent Alternate I.

252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where Seller will be performing or traveling outside the U.S. under this Purchase Order. For paragraph (c), see applicable information cited in DFARS 225.7401.)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

NOTE: This clause applies if this Purchase Order exceeds \$500,000 and further subcontracting opportunities may exist. Buyer shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Buyer.

252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7015 Technical Data—Commercial Items (FEB 2014)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (Insert "and Buyer" after "Government in paragraph (c)(1))

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

(Substitute "Buyer" for "Government" or "United States" throughout this clause)

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

(Substitute "Buyer" for "Government" or "United States" in the first sentence.)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Insert "or Buyer" after "Government" throughout this clause.)

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Substitute "Buyer" for "Government" or "United States" and "Buyer" for "Contracting Officer", "Administrative Contracting Officer:" and "ACO" in paragraph (a); Insert "or Buyer" after "Government" in paragraph (b).)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a), communication from/to Seller to/from the Contracting Officer shall be through Buyer. In paragraph (b) insert "and Buyer" after "Government".)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7018 SUPPLY CHAIN RISK (OCT 2015) (Applies if this Purchase Order involves the development or delivery of any information technology, whether acquired as a service or as a supply. Insert “or Buyer” after “Government” throughout this clause.)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

NOTE: This clause is applicable to Purchase Orders exceeding the simplified acquisition threshold.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013)

252.246-7001 Warranty of Data – Alternate I (Mar 2014)

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply if Seller is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1. Insert ‘and Buyer’ after “Government” in paragraph (c)(2). Insert “and Buyer” after “Contracting Officer” in paragraph (c)(6).)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) (In the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Purchase Order is at or below \$150,000. Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer:” and “ACO” and “Buyer” for “Government” or “United States” in paragraph (g).)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer:” and “ACO” and “Buyer” for “Government” or “United States” throughout clause)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015) (NOTE: Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer” and “ACO” throughout clause. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

Representations and Certifications

Seller acknowledges that Buyer will rely on Seller representations and certifications in awarding this Purchase Order to Seller. Seller either (1) certifies it has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>, wherein the Seller verifies by written acceptance of this Purchase Order that the representations and certifications currently posted electronically that apply to this Purchase Order as indicated in paragraph (c) of FAR 52.204-8, Annual Representations and Certifications, have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this Purchase Order (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this award and are incorporated in this award by reference (see FAR [4.1201](#)); or (2) certifies to the Self-Certifications set forth below. Seller shall immediately notify Buyer of any change of status regarding any representation or certification set forth herein.

Self-Certifications:

The Terms and Conditions referenced in this Purchase Order may include self-certification statements. By written acceptance of this Purchase Order, Seller confirms its acceptance of the applicable self-certification statements contained in the terms and conditions and referenced herein.

1. CERTIFICATION OF COMPLIANCE TO FEDERAL ACQUISITION REGULATIONS: ANTI-KICKBACK

This certification needs to be completed by all Southwest Research Institute (SwRI®) Suppliers and Subcontractors who are fulfilling a contract in excess of \$150K.

CERTIFICATION REGARDING ANTI-KICKBACK. SELLER certifies, to the best of his or her knowledge and belief, that:

1.) The Offeror is aware that this procurement is subject to the terms of the Anti-Kickback Act of 1986 (41 U.S.C. §§ 8701-8707). The Act was passed to deter subcontractors from making payments and contractors from accepting payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or subcontract relating to a prime contract.

2.) The Offeror is aware that the Act imposes criminal penalties on any person who knowingly and willfully engages in the prohibited conduct and provides for the recovery of civil penalties by the United States from any person who knowingly engages in such prohibited conduct and from any person whose employee and/or subcontractor employee provides, accepts or charges a kickback.

3.) The Offeror is aware that pursuant to 41 U.S.C. § 8703 (c)(1) Subcontractors, either of Government-unique or commercial items are required to submit a written report to the Government in the event that they have reasonable grounds to believe that a violation of the Anti-Kickback Act may have occurred.

2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) (Applicable to solicitations and contracts exceeding \$150,000)

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that 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.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to BUYER OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Oct 2015)

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, 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 records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) Seller shall provide immediate written notice to Buyer if, at any time prior to contract award, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Seller's responsibility. Failure of Seller to furnish a certification or provide such additional information as requested by Buyer may render Seller nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that Seller knowingly rendered an erroneous certification, in addition to other remedies available to Buyer, Buyer may terminate this contract for default.

4. FAR 52.222-21 Certification of Nonsegregated Facilities (Apr 2015) (Applicable to solicitations and Contracts exceeding \$10,000)

(a) SELLER certifies that it does not and will not maintain any facilities that it provides for its employees in a segregated manner and will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. SELLER agrees that a breach of this Certification is a violation of the Equal Opportunity clause in this contract.

5. FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

6. FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

Purchase Order Insurance Requirements – Exhibit B
Revised July 2012

Southwest Research Institute (Buyer) requires of the Seller that the following minimum insurance coverage be maintained for the duration of this Purchase Order. In lieu of insurance coverage below, Seller may, with the prior written approval of Buyer, satisfy the requirements below by maintaining a program of self-insurance at levels authorized under the applicable self-insurance laws of its State, and shall provide sufficient evidence of such authorization to Buyer.

If Seller is a University State Entity, it may, with prior notice to Buyer, satisfy the requirements below with self-insurance and/or state-funded insurance programs to the extent permitted by any governing state or federal statute or constitutional provision, and shall provide sufficient evidence of such compliance to Buyer.

INSURANCE

A. Seller's Liability Insurance

The Seller must provide at its own expense and shall maintain for the duration of this Purchase Order:

1. Workers' Compensation and Employer's Liability Insurance:

The Seller shall maintain Workers' Compensation Insurance, in accordance with the applicable laws or regulations having jurisdiction (or applicable Social Scheme if foreign) over its employees regardless of whether such coverage or insurance is mandatory or merely elective under the law, and Employer's Liability Insurance for its employees with minimum limits of not less than the following:

<u>\$1,000,000</u>	Bodily Injury by Accident, Each Accident
<u>\$1,000,000</u>	Bodily Injury by Disease, Policy Limit
<u>\$1,000,000</u>	Bodily Injury by Disease, Each Employee

To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer, and Buyer's customer where required by Buyer's Agreement with its customer.

2. Commercial General Liability Insurance:

The Seller shall maintain Commercial General Liability or Public/Civil Liability Insurance (if foreign) covering all operations by or on behalf of Seller, including Bodily Injury and Property Damage Coverage, Premises Liability Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage that supports the insurable liability assumed by Seller, Cross Liability and Severability of Interest Coverage, and Independent Contractor's Liability Coverage with limits not less than the following:

<u>\$1,000,000</u>	Each Occurrence
<u>\$1,000,000</u>	Personal & Advertising Injury
<u>\$2,000,000</u>	General Aggregate
<u>\$2,000,000</u>	Products – Completed/Operations Aggregate

Such insurance shall provide coverage for action-over liability claims. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer and its customer where required by Buyer's Agreement with its customer, and shall include Buyer and its customer (where required) as Additional Insured(s) for liability arising out of or relating to Seller's work, services, completed operations, and/or product(s).

3. Business Automobile Insurance:

If vehicles are utilized as part of services provided, the Seller shall maintain Business Automobile Insurance for all vehicles, whether owned, non-owned, rented, hired, leased, borrowed, assigned to or used in connection with the Services under this Purchase Order with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer and its customer where required by Buyer's Agreement with its customer, and shall include Buyer and its customer (where required) as Additional Insured(s).

Umbrella/Excess Liability Insurance policy(ies) may be used in combination with primary policies to satisfy limit requirements. Such policy(ies) shall apply without any gaps in the limits of coverage and be at least as broad as and follows the form of underlying primary coverages required herein.

B. Special Operations Coverage

Should any of the work or services:

1. Involve services that are professional in nature, Seller shall provide Professional (Errors or Omissions) Liability Insurance covering Seller's acts, errors or omissions arising out of, or failure to render, its professional services, with minimum limits of \$1,000,000 each occurrence. Professional services may include, but are not limited to, design work, engineering services, laboratory services, consulting services, specialty technology services, computer programming services, or any services provided by personnel who possess a degree, license or certification which is traditionally recognized as establishing professional status in the industry, profession or business in which the work is performed.

2. Involve the use of aircraft (fixed wing or helicopter) owned, operated, or chartered, Seller shall provide Aircraft & Passenger Liability Insurance covering Bodily Injury (including passengers) and Property Damage Liability with a combined single limit of not less than \$10,000,000 each occurrence. Such policy shall provide for a Waiver of Subrogation-Physical Damage in favor of Buyer and include Buyer as Additional Insured.
3. Involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances or pollutants, Seller shall provide Pollution Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence.
4. Involve transporting hazardous substances, Seller shall carry Business Automobile Liability Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence with Broadened Pollution Coverage (upset/overturn/collision) Endorsement included. Such policy shall also include Motor Carrier Endorsement MCS-90.
5. Involve treatment, storage or disposal of hazardous materials/wastes or pollutants, Seller shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Environmental Liability Insurance in the amount of not less than \$5,000,000 per occurrence.
6. Involve access to or use of Buyer's information technology hardware and/or software, or otherwise control the Buyer's data, Seller shall provide Network Security Liability Insurance of not less than \$1,000,000 per occurrence for claims arising out of unauthorized access or use of computer data, theft of data, denial of network service, or malicious code.
7. Involve access to monies/securities, Seller shall provide Fidelity/Crime Insurance of not less than \$1,000,000 per occurrence.
8. Involve the use of cranes, heavy lift equipment, or rigging, Seller shall provide liability insurance of not less than \$1,000,000 per occurrence and/or accident for Bodily Injury and Property Damage resulting from crane or rigging operations. Such coverage may be provided under its Commercial General Liability insurance coverage, but must be evidenced on the Certificate of Insurance.
9. Involve the selling or serving of liquor, Seller shall provide Liquor Liability Insurance of not less than \$1,000,000 per occurrence. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer, and shall include Buyer as an Additional Insured.

C. General Insurance Requirements

1. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-VI" or better. All coverages shall be primary and non-contributory to any insurance coverages maintained by Buyer.
2. Seller shall provide thirty (30) days prior written notice to Buyer in the event of cancellation (except 10 days for non-payment) or material change (reduction/restriction) in coverage.
3. The certificate of insurance shall evidence all the above required terms and conditions and required endorsements.
4. Certificates of Insurance shall be filed with the Buyer for approval prior to commencing any work, and thereafter prior to policy expiration. Failure to furnish the required certificates within ten (10) days of "notice to proceed" shall not be considered cause for modification of any contractual time limits.
5. If subcontractors are utilized, Seller is to ensure such subcontractors are in compliance with the above requirements by providing the appropriate certificate of insurance to Buyer. Seller assumes liability for loss as a result of any subcontractor's uninsured and/or underinsured exposures.
6. If any policies providing the required coverages are written on a claims-made basis, the following applies:
 - a) The retroactive date shall be prior to the commencement of the work.
 - b) Seller shall maintain such policies on a continuous basis.
 - c) If there is a change in insurance companies or policies are canceled or not renewed, Seller shall purchase extended reporting period of not less than three (3) years after the contract completion date, or maintain retroactive date prior to commencement of work on new policy.

Please have your Insurance Agent forward the required certificates and endorsements to:

Southwest Research Institute
Attn: Joseph Marshall
P.O. Box 28510
San Antonio, Texas 78228-0510

Revised OCT 2016

**EXHIBIT C TO GENERAL PURCHASE ORDER TERMS AND CONDITIONS
FOR CONSTRUCTION AND SERVICE WORK PERFORMED ON SwRI PROPERTY**

The following terms and conditions are hereby made a part of this Purchase Order for construction and service work performed at Southwest Research Institute.

FACILITIES ENGINEERING

Facilities Engineering is responsible for all construction activities of the Institute. All work will be performed under the administration of Facilities Engineering, or its designated representative, i.e. Consultant, Architect or Engineer.

Approval of pay requests, submittals, changes, etc., is the responsibility of Facilities Engineering. Requests for approval will be made to the Owner or the designated representative. No payments shall be made for any requests or changes without prior authorization by Facilities Engineering.

THE CONTRACTOR

The Contractor shall comply with all applicable laws and ordinances and shall include all required fees in the Contract Sum. Suppliers and Subcontractors to the Contractor shall be bound to the Contractor by the terms of this Purchase Order. The Contractor shall make copies of these terms available to Subcontractors prior to starting work.

Prior to any excavation on the Institute property, the Contractor shall obtain direction from Facility Operations for location of existing underground utilities.

Under no circumstances shall utilities be shut off without a minimum 24-hour prior approval by Facility Operations and the Division representative.

The Contractor shall provide all labor, materials, tools, construction equipment and machinery, and other facilities and services necessary for the execution and completion of the work. The Institute will not loan or otherwise provide tools or other equipment to Contractors.

CONTRACTOR ENVIRONMENTAL AND SAFETY GUIDELINES

SwRI Environmental and Safety Systems Department
Phone: 210-522-2221

During the performance of work, Contractor shall comply with all federal, state, and local laws, regulations, and building codes. Contractor shall be responsible for (1) controlling the means and methods by which it and its employees perform the work or service at SwRI; (2) independently ascertaining what health, safety, and environmental practices are appropriate and necessary for the performance of such work or services; and (3) initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the work under this Purchase Order that complies with all rules, regulations and industry standards, including permits, governing the Contractor and the work.

SAFETY REQUIREMENTS

Contractor equipment must be in good condition and Contractor must follow manufacturer's guidelines in proper use.

Contractor must coordinate the construction work at or in existing facilities with the designated SwRI representative. Facilities Engineering will provide Contractor with the name of a Division representative and Contractor must make contact prior to starting work.

Contractor shall comply with all traffic signs and laws while operating vehicles on SwRI roads. Where traffic diversion is necessary, Contractor shall provide appropriate signage and coordinate through SwRI Security Department.

Facilities must be contacted prior to Contractor going on any roof. Contractors must use appropriate fall protection equipment when a fall hazard is present.

Contractor must discuss the shutdown of equipment/systems with Facilities Engineering point-of-contact before starting work. Contractor must use their own locks and keys. Contractor is responsible for controlling access to its work area and, to the extent possible, and access by SwRI employees will be restricted

Contractor must have prior approval from Facilities Engineering point-of-contact before covering sprinkler or smoke alarm systems. Sprinkler heads must have eighteen (18) inches of clearance at all times.

Contractor performed hot work (welding, cutting, etc.) which involves flame, spark, or heat requires Contractor to follow SwRI's Hot Work procedure. A hot work permit will be provided by your Facilities Engineering point-of contact. A fire watch must be conducted by either SwRI personnel or Contractor during hot work operations. Fire extinguishers must be provided by contractor.

Contractor work areas will be kept clean and neat at all times. At the end of each shift, equipment and materials must properly be stored. Contractor must remove all trash from all work areas daily or at the end of each shift and properly dispose of it.

Any construction or work being completed at SwRI by Contractor that has special hazards that may affect the building occupants must be approved by the SwRI Facilities Engineering point-of-contact and SwRI Environmental and Safety Systems prior to the work being performed.

Some SwRI buildings contain asbestos in various forms. Before starting work in any building Contractor shall consult Facilities Engineering who will arrange for the known asbestos information to be provided to Contractor. It is possible that asbestos may be found which is not in the survey. Contractor upon encountering any asbestos shall cease all operations and notify Facilities Engineering for necessary action.

Contractors who are required to enter into any confined space on SwRI property must complete SwRI Form SF-3B (Non-SwRI Employee Confined Space Training Certification).

ENVIRONMENTAL REQUIREMENTS

SwRI is certified to ISO 14001, Environmental Management Systems, in several divisions/cost centers. SwRI's Environmental Policy is available to contractors through the SwRI web site (www.swri.org). Contractors and subcontractors working on-site are required to conform to SwRI environmental requirements as outlined below.

Containment of Chemicals, Fuels, and Oils

Raw Materials and Waste

Secondary containment must be provided for the following:

1. Raw materials (fuel, oil, solvents, antifreeze, etc.);
2. Liquid and solid industrial / hazardous waste; and
3. Wastewater.

Secondary containment must consist of sealed concrete, welded metal containers, or preformed chemical-resistant plastic containers designed for chemical containment (no plastic swimming pools). Contractor should consider covering containments to prevent rain/sleet and debris from accumulating.

Equipment

All equipment must be checked for fluid leaks prior to operation on each shift. All leaks found must be repaired prior to utilizing the equipment. Measures must be taken to ensure spills are prevented during fueling operations. Oil changes must be done so that the oil is drained into a containment pan located inside a containment area.

Refrigerant Systems

Contractor must coordinate with SwRI's Heating, Ventilation, and Air Conditioning section within the Facility Operations department prior to commencing work on any refrigerant-containing system(s) or equipment. Contact 210-522-2106 for more information.

Wastewater Discharge

Contractor must not dump or discharge wastewater or other liquid wastes, including paint or paint-related equipment wash water, into or onto any of the following:

1. Ground or roof;
2. Storm water system via trenches, manholes, sumps, sewer connections, and ditches; or
3. Restrooms, sinks, floor drains, and other sanitary wastewater connections.

Contractor must obtain approval from SwRI ESS prior to disposing of any wastewater in the sanitary sewer system.

Note: Stormwater collected in Contractor secondary containment is considered wastewater and must be managed as wastewater.

Chemical Identification

Contractor must label all raw material containers with the contents of the container and Contractor's name. Safety Data Sheets must be available and kept on-site for all products used by Contractor during a project. The volume of chemicals brought on-site must be strictly limited to what is needed for immediate use. Deliveries should be coordinated by Contractor "just in time" for use to avoid

prolonged storage periods. Contractor must remove all unused raw materials and empty containers from the SwRI site prior to vacating.

Waste Management/Disposal

Contractor must adhere to federal, state, and local environmental regulatory requirements, as well as SwRI rules and policies, regarding waste management and disposal. Disposal requirements may be decided prior to commencement of work, depending on the job scope. It is Contractor's responsibility to provide advanced notice of the amount, type, and timing of the waste generation by contacting SwRI ESS at (210)522-2221.

Contractor must ensure waste is segregated into the following categories and manage the waste accordingly:

- Hazardous (e.g., fuels, acids, aerosol cans)
- Universal (e.g., light bulbs, batteries, paint/paint related waste)
- Class I Nonhazardous (e.g., contaminated soils)
- Class II Nonhazardous (e.g., general trash)
- Construction Debris (e.g., brick, concrete)
- Recyclables (e.g., metal, cardboard, wood, used oil, plastics, etc.)

Contractor must ensure that waste containers are:

- Properly labeled;
- Compatible with the waste generated;
- Kept closed except when adding waste (e.g., drums: bungs on closed-top and lids with rings on open-top must be in place and tightened); and
- Inspected daily for leaks, signs of corrosion, or damage.

Any improperly labeled, leaking, damaged, or corroded containers must be immediately remedied or properly managed as waste. Contractor is liable for any corrective actions and disposal costs.

Spills/Emergency Response

A "spill" is defined as an abnormal release of a substance that could possibly cause an adverse effect on the environment or people in the general area. When a spill occurs, Contractor must report the location, identity, and amount of spilled material (if known) and if there are immediate environmental or safety hazards (e.g., fire or material entering sewers). All spills must be reported to SwRI ESS at (210)522-2221 prior to the end of the work day. If the spill is of a reportable quantity, then SwRI must notify governmental officials within 24 hours. For emergency response to major spills (more than 25 gallons of petroleum products or greater than reportable quantities of other chemicals), contact SwRI Security at (210) 522-2222.

Additional Contractor Responsibilities

- Maintain all equipment in good working order.
- Practice good housekeeping procedures at all times, including cleaning up work areas daily.
- Close all chemical, waste, and material containers when not actively in use.
- Ensure proper labeling of all containers.
- No open-bucket soaking of parts or equipment unless only water is used.
- No outdoor spraying of paint or chemicals.
- No outdoor washing of paint equipment or discharge to ground surface.
- All outdoor activities which may affect air or water quality must be approved by SwRI ESS.
- Notify SwRI Security (210)522-2222 and ESS (210)522-2221 immediately in the event of a spill or release.