

PURCHASE ORDER STANDARD PROVISIONS

Both parties have had the opportunity to review this Purchase Order and the opportunity to have this entire agreement reviewed by their representatives and/or attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Purchase Order or any of its provisions will apply to the interpretation of this Purchase Order. Instead, this Purchase Order will be interpreted in accordance with the fair meaning of its terms.

1. INTRODUCTION

Any remedy provided by an express provision of this Order shall not be exclusive, but shall be in addition to all other remedies provided by law or contract. In the event of a breach or default of this Order by the Vendor (hereinafter referred to as "Subcontractor"), the Company hereby expressly reserves the right to pursue all rights, remedies, defenses, and counterclaims available to it at law or in equity.

2. COMPLETE AGREEMENT

This Order contains all the agreements between the parties and is complete and accurate as written. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Subcontract Manager and delivered by the Company to the Subcontractor. Each deliverable received by the Company from the Subcontractor shall be deemed to be based only upon the terms and conditions contained in this Order, notwithstanding any terms and conditions that may be contained in any invoice or other form of the Order, and notwithstanding the Company's act of accepting or paying for any deliverable or similar act of the Company.

3. COMPANY REPRESENTATIVES

- a. Notwithstanding any of the other provisions of this Order, the Purchasing Representative is the only individual authorized to direct the effort or in any way to change, amend or modify any of the terms of this Order. Except as expressly provided elsewhere in this Order, where approval is required by Company under the terms of this Order, it shall be construed to mean the approval of the Purchasing Representative. In the event that the Subcontractor effects any change at the direction of any other person, the change will be considered as having been made without authority and an adjustment will not be made in the Order value or delivery schedule as a result thereof. No agreement or understanding will be binding on the Company unless made in writing and signed by the Purchasing Representative. All correspondence and deliverables applicable to this Order shall be addressed to the Purchasing Representative, unless otherwise directed in the order.
- b. Technical Direction. The technical manager, or designated alternate, has the authority to provide technical direction and determine the acceptability of the Subcontractor's progress and overall technical performance. This authority is limited to technical direction and approval of work specified within the Statement of Work of this order. The Subcontractor will perform all efforts within the Order as directed by the technical manager providing, however, that the technical manager shall not control or direct the physical conduct of the Subcontractor in the performance of its duties. For all purposes under this Order, Subcontractor shall be an independent contractor and not an agent of Company. In no event shall the technical direction be construed in any manner which will serve to increase the total amount of this Order. The technical manager, or designated alternate, does not have the authority to modify the terms of this Order.

4. PUBLIC DISCLOSURE

- a. The Subcontractor shall not make public release of any information relating to all or any part of this Order except as authorized in writing by the Subcontract Manager. In the event the release of information is authorized, the Subcontractor agrees that in the release of information relating to this Order such release shall include a statement to the

effect that the project or effort depicted was or is sponsored by the Agency set forth in the authorization.

- b. For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.
- c. Two copies of any information to be released must be submitted to the Subcontract Manager for review and clearance sixty (60) days prior to release.
- d. Nothing in the foregoing shall affect compliance with the requirements of any other clause contained herein.
- e. The Subcontractor further agrees to include the requirements of this clause in any lower-tier subcontracts awarded as a result of this Order.

5. ASSIGNMENT

Neither this Order nor any interest therein including any claim hereunder shall be assigned or transferred by the Subcontractor to another entity, except as expressly authorized in writing by the Subcontract Manager. The Company reserves the exclusive right to assign this Order and all rights and interest therein.

6. ACCEPTANCE

Acceptance shall be made in accordance with the criteria established in the Statement of Work and/or Specifications, and elsewhere in this order. The Company shall not be held liable to reimburse the Subcontractor for work performed that does not meet the acceptance criteria stated in the order.

7. PACKAGING AND MARKING

Preservation, packaging, and packing of data deliverables shall be in accordance with standard commercial practice, unless otherwise specified in this Order. The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopia or non-neutral material) is prohibited.

8. DELIVERY OR PERFORMANCE SCHEDULE

- a. Time is of the essence in the Subcontractor's performance. The Subcontractor shall take adequate measures to accomplish all elements of work required within time limits which are set forth in the schedule, if any, and if no schedule is included, within such time limits for meeting the specified shipping date(s) or performance period(s). The Subcontractor shall provide immediate written notice of any actual or potential delay. Failure to maintain scheduled completion shall be considered a breach of the Subcontractor's obligations. If required by the Company, the Subcontractor shall furnish progress reports as directed. The Subcontractor shall also provide the Company's expediting representatives such information as they may request concerning the Subcontractor's program and schedule. If the Subcontractor demonstrates the potential inability or desire to perform, anticipatory breach may be declared by the Company.
- b. Company reserves the right to direct Subcontractor to schedule, re-schedule, or re-sequence the delivery of goods, material, or equipment.
- c. In the event Subcontractor is delayed in performing any of its obligations under this Order, and such delay is caused by an Act of God, Force Majeure, war, riots, civil insurrection, acts of the public

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PURCHASE ORDER STANDARD PROVISIONS

- enemy, acts of civil or military authority, and which are beyond the reasonable control of, and without any fault or responsibility on the part of the Subcontractor, such delay shall be excused, and the period of such delay shall be added to the Schedule. Subcontractor shall notify Company in writing within 5 business days of an excusable delay. Likewise, Subcontractor shall notify Company in writing within 5 business days if the Subcontractor reasonably anticipates an excusable delay. Whether a delay is an excusable delay or not, Subcontractor shall, at no cost to Company, exercise due diligence to mitigate all delays. Subcontractor shall keep Company continually informed as to the delay and the Subcontractor's mitigation efforts.
- d. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work under this Subcontract, from any cause whatsoever, including those for which Company may be responsible in whole or in part, shall give rise to any right to damages of any kind or nature from Company. Subcontractor expressly acknowledges and agrees that it shall receive no damages for delay. Subcontractor's sole remedy against Company for delay shall be the right to seek an extension in the Schedule. Granting of any such time extension shall not be a condition precedent to this no-damages-for-delay provision. This no-damages-for-delay provision shall apply to claims for early completion, as well as claims based on late completion. It is expressly acknowledged and agreed to by Subcontractor that a material inducement to Company to enter into this Order is this no-damages-for-delay provision.
- e. Subcontractor acknowledges and agrees that Company will suffer damages and losses if the Subcontractor's work is not completed in strict accordance with the Schedule. Such damages may include but are not limited to: costs incurred directly by Company; and, claims by subcontractors for interruption, inefficiency or delay. Subcontractor acknowledges that such damages are reasonable, foreseeable, and would be proximately caused by Supplier's failure to complete its Work on schedule. Subcontractor shall not be liable to Company for excusable delays.
9. SHIPPING INSTRUCTIONS/RISK OF LOSS
- a. Shipping charges for goods sold F.O.B. Destination are included in the prices contained in the Pricing Schedule unless separately specified. The Subcontractor shall bear risk of loss or damage to goods rejected by the Company or for which acceptance has been revoked. Until delivery of conforming goods, risk of loss, regardless of cause, is the Subcontractor's responsibility. Title shall not pass until acceptance by the Company.
- b. Shipping charges for goods sold F.O.B. Origin or other shall be pre-paid and added to the prices contained in the Pricing Schedule. If the Subcontractor selected the method or shipper used to transport the goods to the Company, the Subcontractor shall bear risk of loss or damage to goods rejected by the Company or for which acceptance has been revoked. Until delivery of conforming goods, risk of loss, regardless of cause, is the Subcontractor's responsibility. Title shall not pass until acceptance by the Company.
10. INSPECTION, ACCEPTANCE, REJECTION, AND REMEDIES
- a. The Subcontractor shall provide and maintain an inspection system and perform such inspections as will ensure that the work performed under this Order conforms to the Order requirements. The Subcontractor shall maintain complete inspection records and make them available to the Company. All work shall be subject to inspection by the Company at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of this Order. Inspections and tests are for the sole benefit of the Company and do not relieve the Subcontractor of responsibility for providing adequate quality control measures or relieve the Subcontractor of responsibility for damage to or loss of material or equipment prior to acceptance, or constitute or imply acceptance, or affect the continuing rights of the Company.
- b. The Subcontractor shall promptly furnish at no increase in the Order price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Company. The Company may charge the Subcontractor any additional cost of inspection or test when work is not ready at the time specified by the Subcontractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Company shall perform all inspections and tests in a manner that will not unnecessarily delay the work.
- c. **The following statement is applicable if this Order requires Government Source Inspection (GSI):** All work on this order is subject to inspection and test by the Government at any time and place. The Government quality representative who has been delegated quality assurance functions on this procurement shall be notified immediately upon receipt of this order. The Government representative shall also be notified 48 hours in advance of the time articles or materials are ready for inspection or test.
- The following statement is applicable if this Order does not require GSI:** The Government has the right to inspect any or all of the work included in this order at the supplier's plant.
- d. The Subcontractor shall replace or correct work found by the Company not to conform to Order requirements, unless the Company in writing consents to accept the work with an appropriate adjustment in Order price. The Subcontractor shall promptly segregate and remove rejected material from the premises.
- e. For fixed-price Orders, if after notice is received, the Subcontractor fails to begin remedial work within three (3) days, or to continue and complete its work within a reasonable time, the Company may: (1) require the Subcontractor to re-perform for no additional cost, (2) cancel the Order and the Subcontractor shall promptly refund all amounts paid, or (3) take over the work and engage the services of others at the Subcontractor's expense, to re-perform or correct defective or non-conforming work, or to complete unfinished work.
- f. For cost-reimbursement, labor-hour, or time-and-materials Orders, if after notice is received, the Subcontractor fails to begin remedial work within three (3) days, or to continue and complete its work within a reasonable time, the Company may: (1) require the Subcontractor to re-perform for no additional fee, (2) cancel the Order and the Subcontractor shall promptly refund all amounts paid, or (3) take over the work and engage the services of others at the Subcontractor's expense, to re-perform or correct defective or non-conforming work, or to complete unfinished work. If the Company incurs additional costs in its exercise of any of the preceding remedies, any fee due the Subcontractor may be reduced commensurate with the increased costs incurred. If the fees due the Subcontractor do not cover the additional costs incurred by Company, the Subcontractor is liable to the Company for the balance of those additional costs.
- g. If before acceptance of the entire work, the Company decides to examine already completed work by removing it or tearing it out, the Subcontractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Subcontractor or its subcontractors, the Subcontractor shall defray the expense of the examination and of satisfactory reconstruction. However, if the work is found to meet Order requirements, the Company shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work is thereby delayed, an extension of time.
- h. Unless otherwise specified, the Company shall accept, as promptly as practicable after completion and inspection, all work required by the Order or that portion of the work the Company determines can be accepted separately. Acceptance shall be final and conclusive except

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PURCHASE ORDER STANDARD PROVISIONS

for latent defects, fraud, gross mistakes amounting to fraud, or the Company's rights under any warranty or guarantee.

11. PAYMENT

- (a) Subcontractor shall be compensated for its services in accordance with the provisions of this subcontract. Subcontractor's invoices must be submitted on Owner furnished forms, if required, and must include all appropriate details, including dates and personnel involved in all services performed on behalf of the Subcontractor. Jacobs shall include Subcontractor's accepted invoice costs in its next billing to Owner, except where billing occurs within five (5) work days from date of Subcontractor's submission to Jacobs.
- (b) Payment by Jacobs to the Subcontractor shall be made against a properly itemized invoice within seven (7) days after Jacobs's receipt of its payment that includes Subcontractor invoiced costs from the Owner unless Owner has identified Subcontractor's costs as being unacceptable or improperly supported for payment.
- (c) Jacobs receipt of payment from Owner for each progress payment or final payment shall be an **ABSOLUTE CONDITION PRECEDENT** to any duty or obligation of Jacobs to make any payment to Subcontractor pursuant to any progress invoice or final invoice. Such payment by Owner to Jacobs is further an **ABSOLUTE CONDITION PRECEDENT** to Subcontractor filing or bringing against Jacobs any action for nonpayment of any request for payment or compensation by way of arbitration, mediation, Federal or State Court action, or through any other forum for resolution of disputes. In the event any action is asserted by Subcontractor against Jacobs for nonpayment, this section shall be a complete defense to nonpayment by Jacobs pending the occurrence of payment from Owner to Jacobs.
- (d) If requested by Jacobs, Subcontractor shall complete, sign and submit a Partial Release with each progress invoice, and the Final Release Form with the Subcontractor's final invoice as provided by the Company. Jacobs may also withhold payment of up to 15% from each invoice until satisfactory completion of all requirements executed under this Subcontract are achieved, including submission of a "final" invoice and execution of a Final Release form.

12. HEALTH AND SAFETY

The Subcontractor shall comply and provide reporting for all Health and Safety requirements identified in this Order. Non-compliance with any Health and Safety requirement may be grounds for Order termination.

13. SPECIAL REQUIREMENTS

The Subcontractor shall:

- a. Be responsible for obtaining any necessary licenses and permits, and shall comply with any applicable local laws, statutes, ordinances, codes, rules and regulations (hereinafter "Laws") in connection with prosecuting the work. All fees, taxes and charges in connection with the Subcontractor's compliance shall be paid by the Subcontractor. In the event the Subcontractor violates any Laws, the Subcontractor shall pay all fines, penalties and other expenses, including attorney's fees, imposed upon or incurred by the Subcontractor or the Company for the nonconformance;
- b. Reduce to writing every subcontract and/or order it awards for work under this Order, unless this requirement is waived in writing by the Subcontract Manager, and ensure that (i) each subcontract and/or order contains a statement that the subcontract and/or order is assignable to the Company; (ii) each of these subcontracts and/or orders are in the Subcontractor's own name; and (iii) none of these subcontracts and/or orders bind or purports to bind the Company or any of the Company's employees;

- c. Furnish sufficient technical, supervisory, and administrative personnel of the work in accordance with the progress schedule approved by the Subcontract Manager; and
- d. Cause all work under this Order to be performed in a skillful and workmanlike manner. The Subcontract Manager may require, in writing, that the Subcontractor remove from the work any employee the Subcontract Manager deems incompetent, unprofessional, careless, or otherwise objectionable.

14. RELATIONSHIP

The Subcontractor is an independent entity and nothing shall be construed to make the Subcontractor an agent or employee of the Company. The Subcontractor shall not assign or subcontract any rights or delegate any obligations without the Company's prior written approval.

15. SEVERABILITY, NON-WAIVER

The waiver by the Company of any term, condition or provision shall not be construed to be a waiver of any other term, condition or provision, nor shall it be deemed a waiver of any provision in any subsequent order. If any provision of this Order is or becomes void or unenforceable, the remainder shall be deemed valid and enforceable.

16. AUDIT

- a. As used in this provision, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- b. The Subcontractor shall maintain and the Company, or an authorized representative of the Company, and the Government shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred (including the accuracy, completeness, and currency of any cost or pricing data) and any of the Subcontractor's directly pertinent records involving transactions related to this Order or a lower-tier subcontract hereunder.
- c. This right of examination shall include inspection at all reasonable times of the Subcontractor's plants, or parts of them, engaged in performance of the Order.

17. CONFIDENTIALITY

- a. All plans, drawings, specifications involve valuable property rights of the Company and shall be held confidential. No unauthorized use or reproduction is permitted.
- b. The Subcontractor shall keep the terms of and the making of this Order confidential. The Subcontractor shall not publicize its involvement with the performance of this Order without obtaining prior written consent of the Company and upon completion of this Order, shall return all material given the Subcontractor hereunder. The obligations under this clause shall survive the cancellation, termination or completion of this Order. This requirement in no way limits the rights of access or use by the Government to this information.

18. INSURANCE

(The requirements of this provision do not apply to subcontracts for supplies where no on-site work is performed. "On-site work" does not include normal delivery of supplies to the site.)

- a. With respect to any goods supplied or services provided hereunder, the Supplier shall carry **commercial general liability insurance** including, but not limited to, product hazard and contractual liability insurance against bodily injury and property damage claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, judgments, penalties, costs and expenses, including interest, court

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PURCHASE ORDER STANDARD PROVISIONS

costs and attorney's fees ("CLAIMS") alleging the liability of the Company, the Company's client and/or the Supplier with aggregate limits of \$5,000,000. The Supplier's insurance shall be primary as to any and all insurance or self-insurance available to the Company and shall specifically cover the indemnity obligations of this Purchase Order. In the event the Supplier's services hereunder involve work on the Company or the Company's client's property, the Supplier shall also comply with the following: (a) the Supplier further agrees to obtain and maintain the following insurance acceptable to the Company which includes a severability of interest clause (cross liability) and which names the Company and its client as an additional insured, which additional insured endorsement shall not exclude or restrict coverage based upon the actual or alleged negligence of the additional insured; (i) **Commercial General Liability Insurance**, on an occurrence basis, covering the Suppliers' Contingent Liability, Premises Operations, Completed Operations and Product Liability, Blanket Contractual Liability and, if requested by the Company, liability arising from explosion, collapse or underground property damage, all with a minimum combined single limit of \$5,000,000 each occurrence for bodily injury and property damage; (ii) **Comprehensive Automobile Liability Insurance** or Business Auto Policy covering all owned hired or otherwise operated non-owned vehicles with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage; (iii) **Worker's Compensation** insurance as required by law, covering all states of operation, and employer's liability insurance with a minimum limit of \$1,000,000 per occurrence;

- b. With respect to work performed onsite of the Company or the Company's client, the Supplier shall furnish the Company with certificates of insurance acceptable to the Company evidencing the above-referenced insurance coverage and providing for 30 days advance notice to the Company of cancellation or modification of insurance. The Supplier shall waive subrogation against the Company and its client. Insurance coverage does not limit the Supplier's liability hereunder.
- c. Provisions substantially similar to this Provision shall be incorporated into each lower-tier subcontract entered into by Subcontractor.

If this box is marked, insurance liability limits stated above are replaced with the limits indicated on Subcontractor's insurance certificate contained in the Purchase Order file.

19. INDEMNITY

a. For and in consideration of the sum of \$10, receipt of which is hereby acknowledged by Subcontractor, and other good and valuable consideration exchanged between the parties, Subcontractor hereby agrees to the obligations of Subcontractor in this paragraph. To the fullest extent permitted by law, Subcontractor shall defend, indemnify, save and hold harmless, The Government, Company and all their respective affiliates, parents, subsidiaries, divisions, directors, officers, agents, heirs, assigns, successors in interest, representatives, and employees ("Indemnitees"), from and against the following: All claims, liabilities, demands, damages, losses, costs and expenses, including reasonable attorney's fees, awards, fines and judgments (in law or in equity), of every kind and nature whatsoever ("Claims"), arising by reason of personal injury, the death of or bodily injury to persons (including employees of Subcontractor), design defects (if design originated from Subcontractor), damages or destruction of property or the loss of use thereof, arising out of or alleged to have arisen out of in whole or in part by, or in any way connected with, Subcontractor's operations to be performed under the Subcontract, or , any act or omission of Subcontractor, its supplies and sub-subcontractors, or anyone for whose acts it may be liable; and Subcontractor expressly so agrees that it assumes such indemnity obligation without limit and without regard to the cause or causes thereof and whether or not said liability, claim, demand loss, cost or expense arises from the acts or omissions (including the joint or concurrent, active or passive

negligence) of the Indemnitees, but excluding the sole and exclusive negligence or willful misconduct of the Indemnitees. This indemnification shall survive the Subcontract and be enforceable as a separate agreement. Such obligation shall not be construed to negate or abridge or otherwise reduce any other right or obligation of indemnification or contribution which would otherwise exist in favor of the Indemnitees. Subcontractor acknowledges that for the purposes of indemnification of the Indemnitees under this paragraph, Subcontractor waives any claimed right to assert any workers' compensation immunity against the Indemnitees in suits brought by Subcontractor's employees in which any of the Indemnitees is made a party. The Indemnitees set forth herein shall not be limited by the insurance requirements set forth above. The Indemnitees shall each have an independent right to indemnification under this clause and shall have the right to individually or collectively enforce the terms of this clause against Subcontractor and its insurer.

- b. Subcontractor shall defend all suits relating to and shall indemnify and hold Company and The Government harmless from any and all claims, royalties, damages, and costs arising out of Subcontractor's or its sub-subcontractors' Work resulting from (i) any infringement, or alleged infringement of any patents or for the misuse of any patented article by Subcontractor, or its sub-subcontractors, or (ii) the infringement or alleged infringement of any patents by The Government's use or operation of the Work following the completion thereof by Subcontractor, or (iii) the use or misuse by Subcontractor or its sub-subcontractors of any confidential information or secret processes, or (iv) any such use or misuse of confidential information or secret processes by The Government in the use or operation of the Work following final acceptance.
- c. With regard to all Claims against the Indemnitees and other contractors or subcontractors, or any of their agents or employees, by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation under paragraphs A and B above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- d. In the event of injury to or death of any person or loss of or damage to property or the loss of use thereof, arising as described in subparagraphs (i) and/or (ii) below, it shall be assumed, as between Company and Subcontractor and until it has been finally determined otherwise, that the Indemnitees are entitled to be defended and indemnified by Subcontractor pursuant to the provisions hereof; and, in such event, Subcontractor and its insurer, irrespective of any allegations in the pleadings, shall defend any lawsuit or litigation brought against any of the Indemnitees with respect to any such injury, death, loss or damage:
 - (i) where such injury, death, loss or damage occurred to any employee of Subcontractor or of its sub-subcontractors of any tier; or
 - (ii) where such injury, death, loss, or damage occurred by reason of an occurrence, event or condition at or near the Project site during, or subsequent to, and in connection with, or arising out of, or relating to, or as a result of the Subcontractor being on the Project site.

The Indemnitees shall be entitled, at their expense, to retain their own attorneys to assist and monitor counsel hired by Subcontractor and its insurer to defend the Indemnitees pursuant hereto.
- e. All defense, indemnification and insurance provisions set forth in the Subcontract and the other Subcontract Documents shall extend to Claims occurring after the Subcontract is terminated as well as while it is in force.
- f. All defense obligations of Subcontractor as provided in the Subcontract and the other Subcontract Documents shall be at Subcontractor's own cost, expense and risk for all Claims that may be brought or instituted by third persons, including, but not limited to, governmental agencies.

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PURCHASE ORDER STANDARD PROVISIONS

Subcontractor shall pay and satisfy any judgment or decree that may be rendered against any or all of the Indemnitees arising out of any such Claim, and/or, reimburse the Indemnitees from any and all legal expense incurred by any of them in connection herewith or in enforcing any of the indemnities granted in the Subcontract and the other Subcontract Documents.

delay, acceleration, hindrance, disruption, inefficiency, or other interference related to the Change Order, and all previous Change Orders. In estimating the effect of changes upon the cost of its work and Order Schedule, Subcontractor shall ensure that it has properly accounted for all cost and time impacts and shall not later make any claim for reimbursement of impact costs allegedly resulting from the number, nature, or extent of Change Orders.

20. WARRANTY

Subcontractor warrants that all equipment and materials furnished or installed by Subcontractor will be new and free from defects (latent or otherwise) in material, workmanship, installation, or design furnished, and fit for the purpose intended, that the work will be free from defects and fit for the purpose intended, and that the work will conform with the requirements of the Order Documents, for a period of no less than 12 months following final acceptance by Company or such longer period as may be prescribed in the Order documents. Subcontractor agrees, at its own cost, to remove, repair or replace and reinstall any equipment, material, workmanship, or design furnished which shall have proved defective within the warranty period and to be responsible and hold Company harmless for any and all damages caused by such defective work. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Order documents. Work not conforming to the requirements of the Order documents, including substitutions not properly approved and authorized, may be considered defective.

21. CHANGES

- a. The Company may make changes, by written notice, in the performance, including cost or schedule changes. The Subcontractor must assert any claim for adjustment to the contract price, performance schedule, or both, in writing no later than five (5) days from the Subcontractor's first knowledge of the change, or its rights to assert such claim shall be considered irrevocably waived. Under no circumstance shall any pending claim or dispute excuse the Subcontractor from proceeding with its performance, as changed.
- b. If Subcontractor believes that any act, neglect, omission, or other matter, by Company constitutes a change, Subcontractor shall notify Company in writing no later than 5 days after the act, neglect, omission or other matter occurred provided that if Subcontractor fails to provide Company with the above 5-day written notice, Subcontractor shall be deemed to have irrevocably waived its right to seek additional compensation or other adjustment to the Order. Subcontractor's notice shall include supporting documentation to appropriately explain and document both the entitlement and amount of Subcontractor's change request (including, without limitation, labor hours, material costs, and all other expenses to the extent not waived or released by other provisions of this Subcontractor or by operation of law), comprising Subcontractor's change request. If Company agrees with Subcontractor's change request, Company shall issue a Change Order under the procedures established above. If Company does not agree with Subcontractor's change request, Company shall so notify Subcontractor in writing and Subcontractor may proceed under the Disputes provision below.
- c. Execution of a Change Order by Subcontractor, or acceptance of payment by Subcontractor constitutes a complete waiver and release of all direct, indirect, consequential, and impact costs and damages related to, or resulting from, that Change Order, and its effect, if any, on unchanged work, including, but not limited to, site overhead, home office overhead, interest or carrying charges on Subcontractor's investment, expenses arising from cost of capital, or for loss of use of, or under-utilization of labor, equipment, or facilities. The execution of each Change Order, or acceptance of payment by Subcontractor shall constitute a full and complete settlement for all claims Subcontractor may have against Company, its parents, affiliates, subsidiaries and divisions, for any damages and/or increased costs as a result of any

22. DISPUTES OR CLAIMS

Should any dispute arise between the parties hereto in connection with the work to be performed under this Order, or for any other reason, then upon written notice to the other party, Company and the Subcontractor agree to enter into negotiations to resolve such dispute. Both parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. Negotiations will progress to the level of the Jacobs General Manager, and to the Subcontractor's similar level officer. In the event a resolution of the dispute cannot be achieved by the above parties, Company and the Subcontractor agree to enter into binding arbitration. The Arbitrator shall be selected based on agreement of both parties. The American Arbitration Association (AAA) Commercial Arbitration Rules (most recent edition) are to govern this arbitration. It is agreed by both parties that the Arbitrator's decision is final, and that no party may take any action, judicial or administrative, to overturn this decision. The judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any and all costs related to his process will be borne by the individual parties concerned. Pending any decision, appeal or judgment referred to in this provision, or the settlement of any dispute arising under this Order, the Subcontractor shall proceed diligently with the performance of this Order.

In no event shall the Subcontractor acquire any direct claim or direct course of action against the Government.

23. CANCELLATION AND DEFAULT

- a. The Company may cancel or suspend all or any part of this Order by written notice. Cancellation or suspension may be based on either the Subcontractor's default of Order requirements or for the convenience of the Company. Upon receipt, the Subcontractor shall stop all work, except for work specifically required for complying with the instructions in the cancellation notice. The Subcontractor shall also discontinue placing additional subcontracts and cancel work, both in the Subcontractor's and in any lower-tier subcontractor's possession. Payment shall be mutually agreed-upon based on the percentage of the work satisfactorily performed, including costs required to preserve materials, services and work in process, and may include an adjustment for reasonable overhead and profit. The Subcontractor shall not recover any prospective profits or damages due to cancellation. The amount paid to the Subcontractor shall not exceed the amount stated on the face of this Order. The Subcontractor shall include this provision in any subcontracts or orders placed in fulfillment of this Order.
- b. If the Subcontractor defaults in performance, breaches its obligations, becomes insolvent through a court or bankruptcy proceeding, or makes an assignment for the benefit of creditors, the Company may cancel this Order in whole or in part, with no liability to the Subcontractor, and all amounts paid shall be promptly refunded. The Company may pay the Subcontractor's actual direct costs incurred up to the date of cancellation, in which case the goods/services or uncompleted portion of the Order shall become the property of the Company, and the Subcontractor shall hold the same for a reasonable time awaiting receipt of the Company's instructions.

24. DRUG AND ALCOHOL POLICY

- a. Subcontractor agrees to advise its employees and the employees of its subcontractors and agents that it is the policy of the Company that (1) the manufacture, dispensation, or sale, offer for sale, purchase, use,

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PURCHASE ORDER STANDARD PROVISIONS

transfer, or possession of illegal drugs on Company premises is prohibited; (2) employees, while on the Company's premises, are prohibited from being under the influence of alcohol ("Under the Influence" means that the employee is affected by alcohol in any detectable manner); (3) entry onto the Company's premises constitutes consent to an inspection of the employee and his or her vehicle as personal effects while entering, on, or leaving premises; (4) any employee who is found in violation of this policy or who refuses to permit an inspection may be removed or barred from the Company's premises at the discretion of the Company. As used herein, "Company's premises" means the Company's property, leased or otherwise and Company owned or rented vehicles and/or equipment.

- b. Regarding employees that work on Company premises, the Subcontractor agrees to implement a Drug and Alcohol Policy no less stringent than the Company policy. Except where prohibited by law, the Subcontractor will require employees who are involved in a workplace incident which results or could have resulted in an injury to a person (other than first aid) and/or property damage, to submit to a post-incident test for drugs and/or alcohol as part of the investigation of such incident.
- c. Subcontractor shall defend and hold the Company harmless from any suits or claims by its employees relating to enforcement of this provision.
- d. Subcontractor shall include this clause, including this paragraph d, in any lower-tier subcontracts awarded that requires on-site work.

25. SECURITY REQUIREMENTS

- a. The Subcontractor shall comply with all security requirements. Upon request, the Subcontractor shall submit the name and address of each employee hired for work on this Order and shall cause to be filled out questionnaires and other forms as may be required for security.
- b. Neither the Subcontractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in the continuity of its operations.
- c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Subcontractor or any person under his control in connection with work under this Order, may subject the Subcontractor, his agents or employees to criminal liability under 18 U.S.C. Sec. 793 (Gathering, Transmitting, or Losing Defense Information) and Sec. 798 (Disclosure of Classified Information).
- d. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this Order, the resolution of which may require the dissemination of official information, will be directed to the Subcontract Manager.
- e. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Subcontractor to immediate termination for default.
- f. No employee or representative of the Subcontractor will be admitted to the site of work unless they are a citizen of the United States, or, if an alien, employment within the United States is legal.

26. ACTIVITY REGULATIONS

The Subcontractor and its employees shall become acquainted with and obey all regulations as posted.

27. COMPANY FURNISHED DATA

- a. Company furnished data to be delivered through the Company to the Subcontractor shall be specifically set forth in the Order as deliverables to the Subcontractor. Accordingly, it is the Subcontractor's responsibility to secure any other cited data; i.e., military specifications, regulatory citations, etc.

- b. If the data to be delivered is (1) not suitable for its intended use; and/or (2) not delivered; or (3) not delivered in a timely manner and such untimely delivery impedes work, then the Subcontractor may request equitable adjustment pursuant to the paragraph entitled "Changes" of these Provisions. Additionally--
 - 1) Title to Company furnished data shall remain with the Company, and
 - 2) The Subcontractor shall use the Company furnished data only in connection with this Order.
- c. Nothing herein shall restrict the subcontractor from using, in its direct contracts with the Government, any contract data, tooling, or designs that the Government owns or has a right to use.

28. NONDISCLOSURE AGREEMENT

To enable the Subcontractor to conduct activities related to the Statement of Work of this Subcontract, it may be necessary for Company to disclose proprietary or confidential information to the Subcontractor. In that regard, the Subcontractor agrees, for a period of five (5) years from the date of disclosure of information identified as proprietary or confidential by Company, that the Subcontractor will treat the information in strictest confidence and will not disclose it to third parties unless the information:

- (a) Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by the Subcontractor.
- (b) Prior to disclosure, was already in the Subcontractor's possession and not subject to an obligation of confidence imposed in another relationship.
- (c) Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to Company with respect to the information.

The preceding in no way limits the right of access or use by this information by the Government.

29. COMPLIANCE WITH ALL DOMESTIC AND FOREIGN ANTI-CORRUPTION LAWS

The Supplier shall (i) fully comply with Jacobs' Global Anti-Corruption Policy (GPS01-103-07), a copy of which may be obtained on the Jacobs' website and is as if attached hereto, and to all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Subcontractor is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Jacobs to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery."

In the event the Supplier is found in violation or suspects a violation of any applicable anti-corruption or anti-bribery Laws during the execution of this order or contract, the Supplier shall immediately (within 15 days) notify their Jacobs point of contact in writing.

Supplier further acknowledges that Jacobs may withhold payment if Jacobs has reason to believe the Supplier is in breach of the Global Anti-Corruption Policy. Jacobs shall have the right to audit the Supplier's records in order to satisfy itself that no breach of this provision has occurred. Breach of the Global Anti-Corruption Policy may be grounds for a termination for default.

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PURCHASE ORDER STANDARD PROVISIONS

30. COMPLIANCE WITH EXPORT LAWS

The Parties will comply with all applicable U.S. export control laws and regulations. The items or services provided pursuant to this Order may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, and the International Traffic in Arms Regulations ("ITAR"), and the sanctions laws administered by the Office of Foreign Assets Control. The Parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

31. SMALL BUSINESS OMBUDSMAN

Jacobs has established a Small Business Ombudsman position in support of our Corporate Small Business Program. During the performance of this Subcontract, our Small Business Ombudsman will be available to investigate complaints, report findings, and (if necessary) mediate fair settlements from as neutral a position as is possible. The Jacobs Small Business Ombudsman can be contacted by phone at (931)455-6400 (ask for the Contract Specialist). Use of the Small Business Ombudsman is optional and in no way precludes or inhibits any other remedies available to our Small Business subcontractors.

FAR FLOWDOWN PROVISIONS

- a. The clauses of the Federal Acquisition Regulation (FAR) and the Agency supplements set forth below and elsewhere in this subcontract are incorporated by reference. The obligations of the Company to the Government as provided in these clauses shall be deemed to be the obligations of the Subcontractor to the Company. However, when these clauses include a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with the "Disputes or Claims" clause of these Provisions. Clauses referenced below shall be those in effect on the effective date of the Company's prime contract identified elsewhere.
- b. Wherever necessary to make the context of the clauses set forth below and elsewhere, whether by reference or in full text, applicable, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this subcontract, and the term "Government", "Contracting Officer" and equivalent phrases shall mean the Company, except: (1) In the phrases "Government Property", "Government-Owned Property", "Government Equipment", "Government-Furnished Property", and "Government-Owned Equipment", (2) When a right, act, authorization, or obligation can be granted or performed only by the Government or prime contract Contracting Officer or a duly authorized representative, (3) When access to proprietary financial information or other proprietary data is required, (4) When title to property is to be transferred directly to the Government, (5) Where specifically modified as noted below.
- c. Any referenced time periods for compliance with reporting and notification requirements flowed down to the Subcontractor shall be adjusted by decreasing the response time by 10 days so as to allow the Company adequate time to comply at the higher tier.
- d. The subcontractor shall include in each lower-tier subcontract the appropriate flow-down clauses as required by FAR and the agency FAR Supplement.

The following FAR clauses apply to this Purchase Order:

FAR FLOWDOWN CLAUSES

- a. The clauses of the Federal Acquisition Regulation (FAR) and the Agency supplements set forth below and elsewhere in this subcontract

are incorporated by reference. The obligations of the Company to the Government as provided in these clauses shall be deemed to be the obligations of the Subcontractor to the Company. However, when these clauses include a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with the "Disputes or Claims" clause of these Provisions. Clauses referenced below shall be those in effect on the effective date of the Company's prime contract identified elsewhere.

- b. Wherever necessary to make the context of the clauses set forth below and elsewhere, whether by reference or in full text, applicable, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this subcontract, and the term "Government", "Contracting Officer" and equivalent phrases shall mean the Company, except: (1) In the phrases "Government Property", "Government-Owned Property", "Government Equipment", "Government-Furnished Property", and "Government-Owned Equipment", (2) When a right, act, authorization, or obligation can be granted or performed only by the Government or prime contract Contracting Officer or a duly authorized representative, (3) When access to proprietary financial information or other proprietary data is required, (4) When title to property is to be transferred directly to the Government, (5) Where specifically modified as noted below.
- c. Any referenced time periods for compliance with reporting and notification requirements flowed down to the Subcontractor shall be adjusted by decreasing the response time by 10 days so as to allow the Company adequate time to comply at the higher tier.
- d. The subcontractor shall include in each lower-tier subcontract the appropriate flow-down clauses as required by FAR and the agency FAR Supplement.

The following FAR clauses apply to this Purchase Order:

<u>Citation</u>	<u>TITLE</u>
52.244-6	Subcontracts for Commercial Items (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the Purchase Order exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the Purchase Order is funded under the Recovery Act.
52.219-8	Utilization of Small Business Concerns (Dec 2010) (15U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the Purchase Order (except Purchase Orders to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
52.222-26	Equal Opportunity (Mar 2007) (E.O. 11246).
52.222-35	Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- 52.222-50 Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance

subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(B) FAR 52.209-5 Certification Regarding Responsibility Matters.

- (1) Contractor certifies that, to the best of its knowledge and belief, that contractor and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, been declared ineligible for the award of contracts by any Federal agency; have not within a three-year period preceding this award, 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; are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above; or have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (2) Contractor shall provide immediate written notice to Jacobs if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

CERTIFICATIONS AND REPRESENTATIONS

This section contains certifications and representations that are material representations of fact upon which Jacobs will rely in making awards to Subcontractor. By submitting its written offer, or providing oral offers/quotations at the request of Jacobs, or accepting any subcontract, Subcontractor certifies to the representations and certifications as set forth below in this clause and further certifies that these representations and certifications are its written certification that they are accurate and complete as of the date of signature on the proposal or subcontract award, whichever is later. These certifications shall apply whenever these terms and conditions are incorporated by reference in any subcontract, agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Jacobs. Subcontractor shall immediately notify Jacobs of any change of status with regard to these certifications and representations. The term "Contractor" shall be interpreted to mean "Subcontractor" in the following clauses.

(A) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

- (1) The definitions and prohibitions contained in the clause at **FAR 52.203-12**, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.
- (2) Contractor certifies that to the best of its knowledge and belief that on and after December 23, 1989--
 - (a) 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 his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and
 - (c) Contractor will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (3) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be

(C) FAR 52.222-22 Previous Contracts and Compliance Reports.

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

(D) FAR 52.222-25 Affirmative Action Compliance.

Contractor represents (1) that Contractor 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 Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(E) FAR 52.222-50 Combating Trafficking in Persons.

Certification Regarding Trafficking in Persons Compliance Plan

This certification is applicable for the portion of the contract that—

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

Certification — by submitting its offer, the Subcontractor hereby certifies that

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the subcontract with a lower-tier subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
- (2) After having conducted due diligence, either—

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- (i) To the best of the its knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
- (ii) If abuses relating to any of the prohibited activities identified in 52.222–50(b) have been found, the subcontractor has taken the appropriate remedial and referral actions.

(F) FAR 52.223-13 Certification Of Toxic Chemical Release Reporting (Applicable to competitive solicitations/Contracts which exceed \$100,000)

- (1) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (2) Contractor certifies that—
 - (a) As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Contractor will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (b) None of its owned or operated facilities to be used in the performance of this PO is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed in 40 C.F.R. 372.65; (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A); (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); (iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North America Industry Classification System (NAICS); or (A) Major group code 10 (except 1011, 1081, and 1094). (B) Major group code 12 (except 1241). (C) Major group codes 20 through 39. (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce). (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or (v) The facility is not located in the United States or its outlying areas.

(H) Size Standard Representation

By submission of the offer, the subcontractor certifies that the certifications contained in the System for Award Management (SAM) are correct and complete as of the date of the offer. Company does not require the Subcontractor to register their firm in SAM and if no such registration exists, the Subcontractor shall provide written representation of their size status to the Company. The subcontractor further certifies, under the penalty of law, that the Representations and Certifications contained in SAM are accurate, current and complete. The subcontractor certifies that it will notify the Company of any changes to these Representations and Certifications. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small business concern in order to obtain a contract to be awarded under preference programs established pursuant to Sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal Law that specifically references Section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies, including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

STATEMENT TO COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED, AND OTHER EXISTING LAWS RELATED TO EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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, gender identity, sexual orientation, 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, gender identity, sexual orientation, national origin, protected veteran status or disability.

(G) Compliance with the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA)

- (1) Contractor certifies that it will comply with the tenets of the Jacobs Global Anti-Corruption Policy, and is currently in compliance with and will continue to be in compliance with all applicable anti-corruption laws, including but not limited to the FCPA.
- (2) The tenets of the Jacobs Global Anti-Corruption Policy are that we and our suppliers, contractors, vendors, subcontractors and consultants (collectively referred to as “Suppliers”) are committed to conducting business honestly, ethically and with integrity and that our Suppliers commit to not engaging in any corrupt activity and that they will comply with all applicable anti-corruption laws.
- (3) Reference the Jacobs Supplier Code of Conduct that can be accessed at: www.jacobs.com.

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