

**INCORPORATED RESEARCH
INSTITUTIONS FOR SEISMOLOGY**

PH. 202-682-2220 orders@iris.edu
1200 NEW YORK AVENUE, NW, SUITE 400
WASHINGTON, DC 20005

PURCHASE ORDER

P.O. #: 13-00193
G/L #: 2005-220-47 03

PAGE 1

ORDER TO: METROZET, LLC
21143 HAWTHORNE BLVD, #456
TORRANCE CA 90503

SHIP TO: PASSCAL INSTRUMENT CENTER
NEW MEXICO TECH
100 EAST ROAD
SOCORRO, NM 87801

CONTACT: TOM VANZANDT
PHONE: 866-823-0339

DELIVER TO: ALLAN SAUTER

PO. NO.	PO. DATE	BUYER	VENDOR NO.	TERMS	SHIP VIA
13-00193	03/29/13	BUSBY, ROB	METROZ	NET 30	BESTWAY

ITEM NUMBER	DESCRIPTION	REQ. DATE	QTY.	UNIT COST	EXT. COST
001.	STS-2 LEVELING TOOL - 304SS	04/15/13	10.00	1200.0000	12000.00

NOTES: OVERSHIPMENTS NOT ACCEPTED

TOTAL	12,000.00
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Candy

Authorized Signature

IRIS PURCHASE ORDER – TERMS AND CONDITIONS OF SALE

1. **Independent Contractor.** Vendor acknowledges that it is an independent contractor to IRIS, and neither vendor nor vendor's employees shall be deemed for any purpose to be the employee, servant, representative, or agent of IRIS.
2. **Changes.** IRIS may at any time, by written order, make changes in this Purchase Order. If any ordered change affects the total price or cost of this Purchase Order, IRIS will make an equitable adjustment in the price or cost. Vendor's failure to agree to the adjustment shall not excuse the vendor from performing this Purchase Order as changed.
3. **Termination.** IRIS may suspend or terminate all or any part of this Purchase Order for any reason, including termination for default and for circumstances beyond the control of IRIS, at any time by giving vendor written notice of such action. The written notice shall specify the date the suspension or termination is effective. IRIS shall pay vendor for all work satisfactorily performed up to the date of suspension or termination.
4. **Audit and Records.** In the event that this Purchase Order exceeds the simplified acquisition threshold (\$150,000) vendor shall provide access to IRIS, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of the vendor which are directly pertinent to the performance of this Purchase Order for the purpose of making audits, examinations, excerpts and transcriptions. Vendor shall retain records pertinent to this Purchase Order during performance of, and for a period of three (3) years after the expiration or earlier termination, of the Purchase Order.
5. **Indemnification.** Vendor agrees to indemnify, defend and hold IRIS, its funding Agency, and the directors, officers and employees of IRIS and its funding Agency, respectively, harmless from and against any and all claims, demands, suits, actions at law or in equity, or other losses damages, costs, expenses or liability of any kind (including attorneys' fees) resulting from (1) any breach of the terms and conditions of this Purchase Order, (2) bodily injury to or death of a person, (3) any claims made under workers' compensation or similar acts, (4) loss or destruction to any real or personal property (including theft), resulting directly or indirectly from the performance or non-performance of this Purchase Order.
6. **Equal Employment Opportunity.** Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
7. **Copeland "Anti Kick Back" Act.** If this Purchase Order is for construction or repair and exceeds \$100,000, vendor shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States." Vendor shall include this provision in all subcontracts in excess of \$100,000 under this Purchase Order.
8. **Davis-Bacon Act.** If required by Federal Program legislation and if this Purchase Order is for construction that exceeds \$2,000, vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Vendor shall include this provision in all subcontracts in excess of \$2,000 under this Purchase Order.
9. **Contract Work Hours and Safety Standards Act.** If this Purchase Order is for construction or for the employment of mechanics or laborers, and is in excess of \$100,000, vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5).
10. **Clean Air and Water.** If this Purchase Order exceeds \$100,000, vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) each as amended.
11. **Byrd Anti-Lobbying Amendment.** Vendors who apply or bid for an award of \$100,000 or more shall agree to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certify that (1) No federally appropriated funds have been paid or will be paid, by or on behalf of Vendor, directly or indirectly, 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 in connection with obtaining any federal contract, grant, cooperative agreement or any other award covered by U.S.C. 1352. (2) If any funds other than federally 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 in connection with this Agreement, Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. (3) Vendor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.
12. **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Excluded Parties. If this Purchase Order equals or exceeds \$25,000, in accordance with 2 CFR part 180 that implements E.O.s 12549 (3 CFR, 1986 Comp., p 189) and 12689 (2 CFR, 1989 Comp., p. 235), "Debarment and Suspension," vendor certifies that it is not suspended, debarred, or otherwise ineligible from entering into funding agreements with any department or other agency of the U.S. Government, or is in receipt of a notice of proposed debarment or suspension. Vendor covenants to notify IRIS immediately upon receipt of any notice of proposed debarment or suspension.
13. **Governing Law.** This Purchase Order shall be governed, interpreted and enforced according to the laws of the District of Columbia, without regard to its conflict of laws provisions.
14. **Remedies.** In addition to any remedies set forth herein, IRIS reserves the right to pursue any and all legal remedies against vendor in the event of vendor's breach of any part of this Purchase Order. If IRIS prevails in any legal action taken against vendor to enforce any part of this Purchase Order, vendor shall pay IRIS's reasonable attorney's fees and costs.
15. **Site Visits.** IRIS, or any of its designees, has the right, at all reasonable times, to make site visits. Vendor shall provide all reasonable facilities and assistance for the safety and convenience of IRIS or its designees in the performance of their duties.
16. **Order of Precedence.** Any inconsistency between this Purchase Order and any exhibits or attachments hereto shall be resolved in favor of this Purchase Order.
17. **Assignment.** IRIS reserves the right to assign this Purchase Order to a third party.
18. **Waiver and Severability.** No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend only to the particular case, and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights hereunder. The invalidity or enforceability of any provision of this Agreement, or any application thereof, shall not affect or impair any other provision or the validity or unenforceability of the remainder of this Agreement, or any other application thereof.
19. **Entire Agreement.** This Purchase Order shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter of the agreement, and all prior and contemporaneous agreements and understandings, oral or written, are superseded by the written terms of this Purchase Order. All modifications must be in writing and signed by an authorized representative of IRIS. No verbal agreements or conversations with a officer or employee of either party shall affect or modify any of the terms and conditions of this Purchase Order.

Vendor Information Form



For admin use:

Vendor ID _____

Date _____

Date EPLS Checked _____

Please complete the following information for our vendor files.

Vendor Name: _____

Part I – Contact Information

"Remit to" Address: Check here if same as Form W-9 address. Otherwise, complete below.

Phone Number: _____ Fax Number: _____

Contact Name: _____ IRIS Customer or Account Number: _____

DUNS: _____

Part II - Type of Business (Check all that apply)

- | | | |
|---------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole-Proprietor | <input type="checkbox"/> Consultant |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Non-profit | <input type="checkbox"/> Contractor |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Distributor | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Individual | | |

Classifications

- (M) Certified Minority Owned Business Enterprise
- (W) Women Owned Business Enterprise
- (D) Federally Certified Disadvantaged Business Enterprise
- (S) Small Business
- (V) Veteran/Service Disabled Veteran Owned Small Business

Year Business Established _____ Number of Employees _____

What does your business provide? Services Supplies

Description of Product, Equipment or Service

Part III – Please complete attached Form W-9.

Part IV - New Mexico Sales Tax (if applicable)

To issue your company a Nontaxable Transaction Certificate (NTTC), please provide us with your New Mexico CRS Identification Number:

Please return this form with a completed Form W-9 to:

IRIS
1200 New York Avenue, NW, Suite 400
Washington, DC 20005
Ph: (202) 682-2220, Fax: (202) 682-0633
email: <admin@iris.edu>

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,