

SANDIA CORPORATION

SF 6432-CO (10-99)

SECTION II

STANDARD TERMS AND CONDITIONS FOR CONSULTANT AND OTHER PROFESSIONAL PROVIDER SERVICE CONTRACTS

THE FOLLOWING CLAUSES APPLY TO REQUESTS FOR QUOTATION AND CONTRACTS AS INDICATED UNLESS SPECIFICALLY DELETED, OR EXCEPT TO THE EXTENT THEY ARE SPECIFICALLY SUPPLEMENTED OR AMENDED IN WRITING IN THE COVER PAGE OR SECTION I.

CO-01 - ACCEPTANCE OF TERMS AND CONDITIONS

This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. Contractor, by signing this Contract, delivering Items ordered under this Contract, and/or acceptance of payment shall constitute Contractor's unqualified acceptance of this Contract. Sandia hereby objects to any terms and conditions contained in any acknowledgment of this Contract that are different from or in addition to those set forth in this document.

CO-02 - APPLICABLE LAW

The rights and obligations of the parties hereto shall be governed by, and this Contract shall be interpreted in accordance with, federal law. The parties agree to jurisdiction in the Federal District Court, with venue in the District closest to the delivery point of the products and/or services giving rise to the claim. In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in the State Court closest to the delivery point of the products and/or services giving rise to the claim.

CO-03 - ASSIGNMENT

This Contract is assignable by Sandia to the Government or its designee. The Contractor may not assign any of the work to be performed, in whole or in part, or any other interest hereunder without Sandia's advance written consent. The Contractor may make an assignment confined solely to moneys due or to become due only to the extent that such assignment does not attempt to impose upon Sandia obligations to the assignee other than the payment of such moneys. No assignment by the Contractor shall have any effect on Sandia's right to off set any Sandia claim from any Contract with Contractor against any other Contract with Contractor.

CO-04 - BANKRUPTCY

If the Contractor enters into any proceeding relating to bankruptcy, it shall give written notice to the SCR responsible for this Contract within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the Contract numbers for which final payment has not been made.

CO-05 - CHANGES

The SCR may at any time, by written notice, make changes to the Statement of Work of this Contract. If any such change causes a difference in the cost of, or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Contract signed by both parties. Any claim for adjustment by Contractor must be made within 30 days from the date of receipt of Sandia's change notice, although Sandia in its sole discretion may receive and act upon any claim for adjustment at any time before final payment. Nothing in this clause, including any dispute with Sandia about the equitable adjustment, shall excuse Contractor from proceeding with the Contract as changed.

CO-06 - COMPENSATION

(a) Daily Rate. Sandia will pay the Contractor the daily rate, if any, stipulated in the Contract for each full day of service the Contractor renders hereunder, including authorized travel time as specified in paragraph 4(c), below. "Full day of service" means the rendering of services for an amount of time which effectively interrupts the individual's ordinary pursuits for substantially an entire day. The standard "day" for work or travel is eight hours. Where parts of a day are involved and the individual can follow his usual business or profession during the rest of

the day, Sandia will pay for the period of service approximating the number of hours he is kept from his ordinary pursuits. Payment for eight hours in any one-day including travel time is the maximum allowed, even though the Contractor's work is in excess of eight hours. The Contractor shall furnish with each invoice a statement (on Sandia form) or such other reasonable proof as Sandia may require setting forth actual time spent in the performance of services under this Contract. Should Contractor require assistance of any kind necessitating the expenditure of funds while rendering services under this Contract, Sandia shall be advised thereof in advance. If Sandia concurs with his/her recommendation, Sandia will either supply what is needed directly or agree in writing to reimbursement for materials purchased by the Contractor.

(b) Living Expenses. Contractor will be reimbursed for costs incurred for lodging, meals and incidental expenses. These costs shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as prescribed by the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (P.L. 99-234). Per diem rate schedules prescribed above, shall be made available to the Contractor by the SCR when the Contract is finalized.

(c) Travel. (1) Any travel outside the United States by the Contractor, in connection with work under this Contract, requires advance written approval by the SCR. (2) Authorized Travel: Reimbursement will be limited to airfare costs of the lowest customary standard, coach or equivalent airfare offered during normal business hours. (3) Authorized travel time for which Contractor fee will be paid is defined as follows: (i) When Scheduled Airline Transportation is Available, Whether or Not it is Utilized. Payment will be based on scheduled air travel time by most direct route between airport at point of origin and airport at destination where service will be performed, and return; time to be calculated upward to the nearest half hour. In addition, actual time for travel to and from the airports, calculated upward to the nearest half hour, may be added not to exceed four hours for the entire round trip. (ii) When Scheduled Airline Transportation is not available. One hour of time will be allowed for each forty miles of distance traveled between points where air travel is not regularly scheduled, not to exceed actual time enroute. (iii) Delay Enroute. Delay enroute, for any reason, will not be considered in computing payment for travel time.

CO-07- COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, codes, regulations, ordinances or other legal requirements of the country, and any subdivision thereof in which Contractor is an established business entity and/or in which any work under this Contract is performed.

CO-08 - CONFLICTS OF INTEREST

Contractor certifies that neither Contractor nor any principal member of Contractor is a government official, an official of a political party, a candidate for political office; an officer, director, employee or affiliate of any customer or potential customer of Sandia; and that Contractor nor any principal member of Contractor has been convicted of or pleaded guilty to any offense involving fraud, corruption or moral turpitude and is not currently listed by any government agency as debarred, suspended, proposed for suspension or debarment or otherwise ineligible for government procurement programs.

CO-09 - CONTRACT BREACH

Any Contractor personnel who personally violate any requirements of this Contract may be denied access to any Government site and Contractor may be terminated for default of this Contract. Should one or more other contracts, now or hereafter, exist between Sandia and the Contractor or with any affiliated corporation or company of the Contractor, then a breach by the Contractor of any Contract, may, at the option of Sandia, be considered a breach of all contracts; and in that event Sandia may terminate any or all of the contracts, or may withhold moneys due or to become due on any such contracts, and apply the same toward payment of any damages suffered on that or any other existing Contract between Sandia and the Contractor.

CO-10 - DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

(a) **SANDIA** means Sandia Corporation, the management and operating Contractor of the Sandia National Laboratories under Contract No. DE-AC04-94-AL85000, with the U.S. Department of Energy

(b) **SCR** means Sandia Contracting Representative, the person authorized to execute and/or administer this Contract on behalf of Sandia or the authorized successor to such person

(c) **GOVERNMENT** means the United States of America and any agency thereof such as the United States Department of Energy

(d) **CONTRACTOR** means the individual Contractor and/or service provider who is the other party to this Contract with Sandia

(e) **CONTRACT** means this Contract for services between Sandia and Contractor

(f) **SDR** means Sandia Delegated Representative, the person(s) who has been delegated limited authority as defined in Section I of this Contract. **THE SDR'S AUTHORITY IS LIMITED SOLELY TO THE AUTHORITY ENUMERATED IN SECTION I OF THIS CONTRACT. THE SDR HAS NO AUTHORITY TO CHANGE ANY TERM OR CONDITION CONTAINED IN THIS CONTRACT.**

CO-11 - ETHICS AND BUSINESS CONDUCT

Contractor acknowledges receipt of a copy of Sandia's "Code of Ethics and Business Conduct, Setting the Standard" and by execution of this Contract, Contractor warrants and certifies that it fully understands Sandia's policy with respect to the Statement of Work for this Contract, and that Contractor will do nothing in the performance of this Contract which will be in conflict with Sandia's Code of Ethics and Business Conduct.

CO-12 - EXPORT CONTROL

Information, data or materials sent to Contractor under this Contract may be export controlled. Contractor warrants that is familiar with and will comply with all export control laws, regulations, and administrative requirements applicable to this Contract, such as but not limited to ITAR and EAR. As required by federal laws and regulations, the Contractor shall obtain any license required before passing any such information, data or materials to any foreign national inside or outside the United States.

CO-13 - FALSE STATEMENTS

Full, accurate, and complete information is required by the RFQ, this Contract and any incorporated attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001 and constitutes default of any Contract Contractor has with Sandia

CO-14 - GRATUITIES OR KICKBACKS

No gratuities (in the form of entertainment, gifts, of otherwise) or kickbacks shall be offered or given by Contractor, to any employee of Sandia with a view toward securing favorable treatment as a supplier. Contractor shall not accept for or otherwise assist and employee of Sandia in transferring anything of value to any foreign government official of any country, with a view toward obtaining, retaining or facilitating any business with any government.

CO-15 - INDEPENDENT CONTRACTOR

It is understood and agreed that Contractor has entered into the Contract as an independent Contractor and that nothing in the Contract shall be construed as creating any other relationship between Contractor and Sandia. Accordingly, Contractor is not authorized to represent Sandia in any way or to bind Sandia by any promise, Contract or obligation.

CO-16 - INSPECTION AND ACCEPTANCE

Sandia and the Government may inspect all deliverables at reasonable times and places, including, when practicable, during manufacture and before shipment. Contractor shall provide all information, facilities and assistance necessary for safe and convenient inspection without additional charge. No inspection shall relieve Contractor of its obligations to furnish all Items in accordance with the requirements of this Contract. Sandia's final inspection and final acceptance shall be at destination. Contractor shall not re-tender rejected Items without disclosing the corrective actions taken.

CO-17 - NOTICE OF POTENTIAL DELAY

Contractor shall strictly comply with the delivery requirements of this Contract. Whenever the Contractor has knowledge of any actual or potential delay or threatened delay in the timely performance of this Contract, the Contractor shall immediately give notice thereof, confirmed in writing, including all relevant information with respect thereto, to Sandia. The Contractor agrees to insert the substance of this provision, including this sentence, in any subcontract hereunder, except that each such subcontract shall require the subcontractor to notify his next higher tier Contractor of all relevant information with respect to such delays. Such notice is for informational purposes only and shall not be construed to relieve the Contractor of Contractor's obligation to comply with the Contract delivery requirements.

CO-18 - ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Signature page of this Contract; (2) Section I of this Contract; (3) SF 6432-CO, Section II; and (4) incorporated by

reference provisions of Section II.

CO-19 - PAYMENTS

(a) Payments on Account of Allowable Costs. Once each month (or at more frequent intervals, if approved by the SCR) the Contractor shall submit to Sandia National Laboratories, Accounts Payable Department, in such form and reasonable detail as may be required by the SCR, an invoice or voucher supported by a statement of costs incurred by the Contractor in the performance of this Contract and claimed to constitute allowable costs. Discount time will be computed from the date correct invoice or voucher is received in the office specified in the Contract, or date of completion of work under this Contract, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of Sandia's check. Sandia may take Contract or invoice prompt payment discount. Any travel outside the United States by Contractor personnel, in connection with work under this Contract, requires advance written approval by the SCR.

(b) Audit Adjustments. At any time or times prior to settlement under this Contract the SCR may have invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the SCR, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(c) Completion Voucher. On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this Contract (including, without limitation, the provisions relating to patents and provisions of (e) below). Sandia shall promptly pay to the Contractor any balance of allowable cost. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this Contract but in no event later than 60 days (unless the SCR grants a further specific period of time) from the date of such completion.

CO-20 - PROHIBITED ACTIVITIES

Contractor shall not engage in any activity in any way related to obtaining, retaining, or facilitating business or business opportunities for Sandia inside or outside the United States. At no time during performance of this Contract shall the Contractor say or do anything that suggests that Contractor is acting for or on behalf of Sandia. The Contractor shall not have any contacts with any customer or potential customer to discuss any Sandia capability or technology that may be transferred to any party, whether U.S. or foreign. The Contractor shall not transfer or offer to transfer anything of value to any employee, officer or representative of any customer or potential customer of Sandia for any purpose related to any Sandia activity or performance of this Contract. Contractor shall not have any interface with any present or potential federal, state, municipal, or local government customers or commercial customers, or federal, state, municipal or local legislators or legislative personnel for the purpose of obtaining or retaining business for Sandia Corporation.

CO-21- RELEASE OF INFORMATION

No information relating to this Contract shall be released to any third parties, without advance written approval of the SCR. In no event shall the interest of Sandia or the DOE or the Government in this Contract be indicated in any advertising or publicity without advance written approval of the SCR.

CO-22 - RIGHTS AND INTERESTS

All rights and interests resulting from this Contract shall pass directly from the Contractor to the Government upon inspection and final acceptance by Sandia. **DEAR 952.227-76 Rights in Data, Special Works** is applicable to any and all deliverables that are copyrightable works.

CO-23 - SANDIA PROVIDED INFORMATION

Any and all physical forms of designs, design data, specifications, technical, scientific data, and other information furnished by Sandia to the Contractor shall remain the property of the Government. Any and all such information provided by Sandia to the Contractor shall be used only for the purpose of enabling performance of this Contract and the Contractor shall use its best efforts to prevent disclosure to any third party except when necessary in the performance of this Contract.

CO-24 – SUBCONTRACTS

Contractor agrees not to subcontract without the advanced written approval of the SCR to subcontract to a particular subcontractor. All subcontracts shall include the clauses incorporated into this Contract suitably modified to reflect the parties contracting.

CO-25 – TAXES

Except as may be otherwise provided in this Contract, the price includes all applicable Federal, State, and Local taxes and duties. If performance occurs in New Mexico the clauses **at DEAR 970.5204-4 New Mexico Gross Receipts and Compensating Tax** and **FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax** are applicable. Sandia holds California Contractor's Permit Number OH-98033576. Purchases made under this Contract are exempt from California Sales and Use Taxes if performance occurs in California.

CO-26 - TECHNICAL REPORTS IF REQUIRED BY THE STATEMENT OF WORK

Final Reports. A final report following completion of the work required by this Contract shall be submitted in the number of copies specified in Section I and one set of reproducible masters. It shall be preceded by a draft for approval. The draft is due 30 days after completion of work. The final report is due 30 days after approval of the draft. Reporting requirements need to be coordinated with the Sandia Delegated Representative (SDR), if one is specified in the Contract, or, if not, the Sandia Contracting Representative (SCR). The final report shall cover: work accomplished; results obtained; problem areas; and recommended solutions for actions. This report shall be a summary of technical activities during the entire Contract performance and a comprehensive evaluation of progress in the area of research, study or development supported by this Contract. The report shall consist of: an original reproducible set (by typewriter or word processor) comprising a cover; the written matter; and illustrations as appropriate and an electronic form in Microsoft Word on a 3.5 inch floppy disk. The report cover shall include: Report title; Sandia Contract number; Sandia Requester name and organization number; SCR name and organization number; Sandia report (SAND) number stated in Section I; and, if classified Secret, Reference Symbol. The original reproducible master, charts, line drawings and sketches are to be in black on white. Photographs are to be glossy prints any size between 4 x 5 and 8 x 10 (8 x 10 preferred). Unclassified matter is to be sent by First Class Mail. Classified matter is to be mailed in accordance with DOE approved security requirements to the address stated in the "Classified Matter" clause. When drafts or final reports are mailed, Contractor shall also provide written notification of the mailing to the SCR. Except as otherwise provided in this Contract (which exception includes DOE Patent Representative requests) no distribution or dissemination of a report in whole or in part may be made by the Contractor without specific prior written approval by the SCR.

Interim Reports. Monthly or quarterly Interim Reports, as specified in Section I in a form acceptable to the SCR, are due 15 days after the reporting period. These reports shall cover the work accomplished during the reporting period and that planned for the subsequent period. Such report shall indicate: compliance with Contract requirements and any failures to comply; the current status and technical effort expected to be devoted to the next period; and the best estimate of probable events during the remainder of the Contract. Interim reports may be submitted electronically or by facsimile as required by the SCR.

CO-27 - TERMINATIONS

Terminations of this Contract if any will be handled as follows:

- (a) Sandia may terminate this Contract, in whole or in part, if the Contractor fails to comply with any of the provisions of this Contract, or fails to provide adequate assurance of future performance. In that event, Sandia shall not be liable for any deliverables not yet accepted by Sandia.
- (b) Sandia may terminate this Contract for the convenience of Sandia or the Government, in whole or in part, for any deliverables not yet accepted by Sandia. In that event Sandia shall not be liable for the costs of such deliverables already completed or identified to this Contract but not yet accepted by Sandia.
- (c) Contractor shall not be liable for delays in performance occasioned by causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
- (d) If this Contract is terminated Sandia will settle such contracts in general conformity with the policies and principles in FAR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this Contract and supported by accounting data and other information as may be reasonably necessary under the circumstances.

CO-28 - TERMS AND CONDITIONS

The terms and conditions stated in this Contract are the only ones governing this transaction and cannot be changed or terminated orally. No amendments or modifications shall be binding on Sandia unless set forth in writing signed by the SCR for Sandia. No terms and conditions appearing on any form originated by the Contractor shall be applicable.

CO-29 - TIMELY PERFORMANCE

Contractor's timely performance is a critical element of this Contract. Contractor shall not make delivery in advance of the scheduled delivery date without advance written approval of the SCR. If Contractor becomes aware of difficulty in performing this Contract, Contractor shall timely notify Sandia in writing, giving pertinent details.

CO-30 - WAIVERS

Failure of Sandia or Contractor to enforce any of the provisions of this Contract shall not be construed as evidence to interpret the requirements of this Contract, nor a waiver of any requirement, nor of the right of Sandia or Contractor to enforce each and every provision. All rights and obligations shall survive final performance of this Contract.

CO-31 - WARRANTY

Contractor expressly warrants that Items delivered to Sandia under this Contract shall be in accordance with all of Sandia's requirements set forth in this Contract. Contractor expressly warrants that no counterfeit Items or components in Items shall be delivered to Sandia on this Contract. Contractor expressly warrants that all Items provided under this Contract shall have a rightful transfer of good title thereto and are delivered free of any rightful claims of any third person by way of infringement of any intellectual property right. The warranty shall begin upon final acceptance of conforming Items and extend for a period of 365 days. If any nonconformity is discovered in that time, Contractor shall promptly repair, replace, or reperform such Items at Contractor's election. Transportation of replacement Items and return of nonconforming Items and repeat performance of services shall be at Contractor's expense. Sandia shall notify Contractor of such nonconformity within a reasonable time after discovery, and Contractor shall notify Sandia of whether it chooses to make repairs or replacements within a reasonable time after Sandia's notice of nonconformity. If repair or replacement or reperformance of services is not timely, Sandia may elect to return the nonconforming Items or repair or replace them or reprocur the services at Contractor's expense.

CO-32 - YEAR 2000 COMPLIANCE WARRANTY

Contractor expressly warrants that all product and/or service deliverables on this Contract will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the deliverables being acquired, properly exchange date/time data.

This clause applies only to deliverables which process date related data.

CO-33 - TERMS AND CONDITIONS INCORPORATED BY REFERENCE

This Contract incorporates Federal Acquisition Regulation (FAR) clauses found at 48 CFR 52. et seq. and Department of Energy Acquisition Regulation (DEAR) clauses found at 48 CFR 952. et seq. by reference with the same force and effect as if they were set forth herein in full text. Where the FAR/DEAR clauses refer to Government and Contracting Officer, substitute Sandia and Sandia Contracting Representative (SCR). Upon request the SCR will make the full text available.

APPLY TO CONTRACTS AT ANY VALUE

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment Contractor represents and certifies that it has not been convicted of or pleaded guilty to any offense involving fraud, corruption, or moral turpitude and it nor any of its personnel are now listed by any government agency as debarred, suspended, proposed for suspension of debarment or otherwise ineligible for government procurement programs.

FAR 52.222-1 Notice to the Government of Labor Disputes

FAR 52.223-3 Hazardous Material Identification and Material Safety Data with alternate I

FAR 52.227-1 Authorization and Consent. This clause is not applicable where both complete performance and delivery are outside the United States, its possessions or Puerto Rico.

FAR 52.227-3 Patent Indemnity

FAR 52.227-23 Rights to Proposal Data (Technical). This clause applies only in any subcontract awarded based on consideration of a technical proposal.

FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components

FAR 52.246-3 Inspection of Supplies - Cost Reimbursement

FAR 52.246-5 Inspection of Services - Cost Reimbursement

FAR 52-246-9 Inspection of Research and Development

FAR 52.246-16 Responsibility for Supplies

DEAR 952.204-2 Security

DEAR 952.247-70 Foreign Travel

DEAR 952.250-70 Nuclear Hazards Indemnity Agreement
DEAR 970.5204-9 Accounts, Records and Inspections
DEAR 970.5204-11 Changes
DEAR 970.5204-19 Printing
DEAR 970.5204-33(a) Defense Priorities and Allocations System. This Clause applies only if the Signature Page designates a Government Priority.
DEAR 970.5204-50 Cost and Schedule Control Systems

APPLY TO CONTRACTS EXCEEDING \$2,500

FAR 52.222-36 Affirmative Action for Handicapped Workers
FAR 52.225-11 Restrictions on Certain Foreign Purchases

APPLY TO CONTRACTS EXCEEDING \$10,000

FAR 52.222-20 Walsh Healy Public Contracts Act
FAR 52.222-26 Equal Opportunity
FAR 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans
FAR 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
DEAR 970.5203-3 Buy American Act

APPLY TO CONTRACTS EXCEEDING \$25,000

FAR 52.227-6 Royalty Information. Patent Counsel, as used in this clause, means the Patent Attorney, DOE, Albuquerque Operations Office, P. O. Box 5400, Albuquerque, New Mexico 87115.
FAR 52.244-5 Competition in Subcontracting
FAR 52.247-63 Preference for U.S. Flag Air Carriers
FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels

APPLY TO CONTRACTS EXCEEDING \$100,000

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government
FAR 52.203-7 Anti-Kickback Procedures
FAR 52.203-12 Limitation of Payments to Influence Certain Federal Transactions
FAR 52.215.2 Audit and Records-Negotiations
FAR 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
FAR 52.227-2 Notice of Assistance Regarding Patent and Copyright Infringement
FAR 52.223-2 Clean Air and Water
DEAR 952.209-72 Organizational Conflicts of Interest

APPLY TO CONTRACTS EXCEEDING \$500,000

FAR 52-215-10 Price Reduction for Defective Cost or Pricing Data
FAR 52-215-11 Price Reduction for Defective Cost or Pricing Data-Modifications
FAR 52-215-12 Subcontractor Cost or Pricing Data
FAR 52-215-13 Subcontractor Cost or Pricing Data-Modifications
FAR 52.215-15 Pension Adjustment and Asset Reversion
FAR 52.219-9 Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan
FAR 52.230-2 Cost Accounting Standards
FAR 52.230-6 Administration of Cost Accounting Standards
DEAR 970.5204-24 Contractor/Subcontractor Certified Cost or Pricing Data

APPLY TO CONTRACTS EXCEEDING \$10,000,000

FAR 52.222-24 Preaward Onsite Equal Opportunity Compliance Evaluation

CO-34 - APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION

FAR 52.227-10 Filing of Patent Applications Classified Subject Matter
DEAR 952.204-70 Classification/Declassification
DEAR 952.204-74 Foreign Ownership, Control, or Influence over Contractor

CO-35 - APPLY TO ALL CONTRACTS WHICH INCLUDE ANY EXPERIMENTAL, RESEARCH, DEVELOPMENTAL, OR DEMONSTRATION WORK

FAR 52.246-7 Inspection of Research and Development - Fixed Price

DEAR 952.227-11 Patent Rights, Retention by the Contractor (Short Form) This clause is to be used in all contracts in which the Contractor is a domestic small business or nonprofit organization as defined at FAR, 48 CFR 27.301.

DEAR 952.227-13 Patent Rights Acquisition by the Government This clause shall be used in all other contracts.

FAR 52.227-14 Rights in Data - General with Alternates I & V with the addition of paragraph (d)(3) from the DOE Acquisition Letter 87-5 as follows: **“(d)(3) The Contractor agrees not to establish claim of copyright in computer software first produced in the performance of this Contract without prior written permission of the patent counsel assisting the contracting activity. When permission is granted, the patent counsel shall specify appropriate terms, conditions and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to patent counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.”**

FAR 52-227-16 Additional Data Requirements

CO-36 - APPLY TO ALL CONTRACTS WHERE ANY WORK WILL BE PERFORMED ON A GOVERNMENT SITE

DEAR 952.204-2 Security Requirements

DEAR 952.223-72 Radiation Protection and Nuclear Criticality

DEAR 970.223-75 Preservation of Individual Occupational Radiation Exposure Records

DEAR 970.5204-2 Integration of Environment, Safety, and Health into Work Planning and Execution

DEAR 970.5204-58 Workplace Substance Abuse Programs at Government Sites

DEAR 970.5204-59 Whistleblower Protection

CO-37 - VISITOR ACCESS TO GOVERNMENT SITES

The organizations listed below are responsible for coordinating and administering the provisions of visitor access and control for the sites as listed. Sandia National Laboratories, Albuquerque, New Mexico - Visitor Access and Administration Section, Sandia Corporation, Building 801. Sandia National Laboratories, Livermore, California - Visitor Control and Administration Section, Sandia Corporation, Building 911. Tonopah Test Range, Tonopah, Nevada - Office of the Tonopah Test Range Manager.

CO-38 - REQUIREMENTS FOR ACCESS TO GOVERNMENT SITES

Permission to enter Government sites shall at all times be subject to all laws, regulations, and site access rules for the site. The Government requirements include but are not limited to, all of the requirements set forth in this section for any work to be performed on a Government site. To obtain access to such premises, the Contractor shall write a letter to the SDR or the SCR stating the company designation to be used by the Contractor and each subcontractor and furnishing the following information on each individual requiring access to such premises: name, date of birth, and citizenship status, completed ES&H training requirements set forth in the SOW. Access will be granted for the period of performance of the work only. Contractor shall withdraw and replace any individual, including any subcontractor employee, assigned to perform work under this Contract, who in the judgment of Sandia or DOE, is to be denied access to any Government site. Contractor shall submit to the SDR or the SCR proposed working schedules for its personnel and the personnel of each of its subcontractors. The schedules will show proposed daily working hours and proposed workweeks. Schedules that deviate from Sandia's normal workday or workweek must be approved by the responsible SDR. In the absence of a written authorization from the SCR or DOE, use of Government sites by the Contractor and its subcontractors of any tier, pursuant to access granted under this Clause, shall be limited to work required by this Contract to be performed on such premises. **THE USE OF THE ACCESS PRIVILEGE FOR ANY PURPOSE OTHER THAN TO PERFORM WORK UNDER THIS CONTRACT IS PROHIBITED AND MAY BE GROUNDS FOR TERMINATING THIS CONTRACT FOR DEFAULT OR FOR FINDING THAT AN INDIVIDUAL IS UNACCEPTABLE FOR FUTURE ACCESS.**

CO-39 - CITIZENSHIP STATUS

All personnel of the Contractor and its subcontractors who require access must be United States citizens, or foreign nationals who are legal aliens or have the required authorization to perform work in the United States.

CO-40 - TERMINATION OR REASSIGNMENT OF PERSONNEL

The Contractor shall: (i) notify immediately the SCR and the Sandia Access Control and Administration Division at Albuquerque (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) if any

Contractor employees assigned to work under this Contract are terminated for any reason or are assigned to other Contractor non-Sandia work and will not work under this Contract in the future, and (ii) ensure that any Contractor employees identified under this paragraph surrender to the Sandia Access Control and Administration Division (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) any Sandia badge, Kirtland Air Force Base decals or other access documents within five days of termination or reassignment.

CO-41 - ES&H TRAINING

Any Contractor personnel who will enter a Government site to perform work shall have completed all of the ES&H training required by the Statement of Work prior to any attempts to enter a Government site as shown by written records of such training furnished to the SDR or to the Requester if no SDR is named in Section I of this Contract. Contractor shall certify to Sandia completion of all required training on the Completion Record for Contractor Administered Training form. This Form can be found on the Web at <http://www.sandia.gov/supplier/forms> or obtained from the SDR. Contractor shall provide the completion record form for the initial ESH100 training to the SDR on the first day of work. Contractor shall provide the completion records for any other training required above to the SDR before starting the affected work activity.

CO-42 - ES&H SERVICES

For Contractor employees performing Sandia-Directed work, Sandia shall provide those workers with any and all necessary safety authorization documents, personal protective equipment, industrial hygiene monitoring, medical surveillance, and radiation protection services. For Contractor employees performing Contractor-Directed work, Contractor shall provide its workers with all ES&H services, with the exception of Contractor employees performing Contractor-Directed work on Government sites for whom Sandia shall provide radiation dosimetry services and survey of record, as appropriate.

CO-43 - HANDLING OF HAZARDOUS MATERIALS

For contracts that require the performance of work on Government sites, the Contractor shall coordinate with the SDR all activities associated with the acquisition (including reporting hazardous materials used on Government sites), handling, storage, accidental spills, and/or disposal of hazardous materials and/or waste. The Contractor shall notify the SDR of all hazardous and/or radioactive waste generated during performance of work. Such materials become Sandia-owned waste and the Contractor shall notify the SDR for proper disposal by Sandia. Contractor's assistance in disposal may be required by Sandia.

CO-44 - REMOVAL OF HAZARDOUS MATERIALS

Those hazardous materials brought onto Sandia-controlled premises by the Contractor which are job-related consumables and have not been removed from their original packaging and which have not been purchased by Sandia, shall remain the property of the Contractor and shall be removed from Sandia after completion of the work. Hazardous materials in the original, labeled container are not hazardous waste if the material is usable and the full or partially full container is intact and properly closed. Those scrap items which are not hazardous and which have not become hazardous through co-mingling with hazardous items are owned by the Contractor and shall also be removed.

CO-45 - VEHICLE MARKINGS

All vehicles used by either the Contractor or its subcontractors shall be clearly marked to indicate company name of user. Vehicles which do not bear permanent markings may be temporarily marked as follows: (1) Signs, no longer than the vehicle door is wide, with a white or lighter background, showing the Contractor's name in one inch high, or larger, dark colored letters, may be made from sheet metal, cardboard or other suitable material and temporarily attached to the vehicle's front door panels so that the signs appear in the approximate center of each door panel. Words such as "Company," "Corporation" or "Division" may be abbreviated; (2) No signs shall be attached to the vehicle's glass area for safety reasons.

CO-46 - VEHICLE INSURANCE

All vehicles owned or operated by the Contractor, subcontractors or their agents and employees, having access to Government sites shall be covered by at least \$200,000/\$500,000 public liability and \$20,000 property damage insurance.

CO-47 - ACCESS TO SANDIA COMPUTERS

Contractor personnel who are granted access to Sandia computers and word processors are subject to the computer

security procedures outlined in this Clause. The procedures are applicable to Contractor personnel located at a Sandia facility or at the Contractor's facility. If the Contractor does not comply with the provisions of this Clause, Sandia may withdraw Contractor's access to Sandia computers and may also terminate this Contract for default. Misuse of a Sandia computer may be a violation of law and could result in appropriate action including prosecution. Sandia computers may be used only to perform work authorized in the Contract. Computer software or documentation developed on or for Sandia computer systems is the property of the Government unless provided otherwise in the Contract. Information or data furnished by Sandia or obtained from a Sandia computer by Contractor personnel must be protected by the Contractor to prevent disclosure to any person other than Contractor's employees having a need to know unless such disclosure is authorized in advance in writing by the SCR. Classified material or information shall be protected in accordance with the security provisions of the Contract. If this Contract does not include security provisions and the Contractor is furnished or comes in contact with classified material or information, it shall be reported immediately to the SCR. Files of any other user shall not be accessed without specific permission from that user. Sandia monitors all use of all Sandia computers. Computer passwords are issued to individuals and must not be shared. Computer passwords must be protected by each Contractor employee to prevent disclosure to any other persons. If a computer password is disclosed or potentially disclosed, the Contractor must notify the SCR immediately so that a new password can be issued.

CO-48 - PROTECTION OF GOVERNMENT PROPERTY

All facilities, property, equipment and materials at Sandia are Government-owned. Acts of theft, illegal possession and unlawful destruction or use of Government property violations punishable under Federal law, and may also result in administrative action. The Federal Bureau of Investigation is the investigative authority for all such incidents including cases involving the personal property of individuals when the incident occurs at a Government-owned installation. Every user of Government property is responsible for its physical protection and for reporting immediately the loss, theft, destruction, or damage of such property.

CO-49 - APPLIES TO ANY DELIVERABLE WHICH PROCESSES DATE RELATED DATA YEAR 2000 COMPLIANCE WARRANTY

Contractor expressly warrants that all product and/or service deliverables on this Contract will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the deliverables being acquired, properly exchange date/time data

CO-50 - PERFORMANCE EVALUATION PROGRAM

In keeping with SNL's goals of continuous improvement, and promoting and creating an environment for superior Contractor performance, SNL has established a collaborative feedback process through the Performance Evaluation Program. This program is intended to create an environment, which fosters dialog, provides feedback, and improves communication. Any Contract awarded by SNL is a candidate for evaluation under this program. Details on the evaluation program can be viewed at <http://www.sandia.gov/supplier/>