

**SANDIA CORPORATION
SF 6432-CO (04/2015)
SECTION II**

**STANDARD TERMS AND CONDITIONS FOR
CONSULTANTS AND OTHER PROFESSIONAL PROVIDER SERVICES**

THE FOLLOWING CLAUSES APPLY TO REQUESTS FOR QUOTATION AND AGREEMENTS 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. (CTRL+CLICK ON A LINK BELOW TO ADVANCE DIRECTLY TO THAT SECTION)

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Control #: SF 6432-CO

Title: Standard Terms & Conditions for Consultants &
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Owner: Procurement Policy Department

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ADDITIONAL TERMS AND CONDITIONS
APPLY TO CONTRACTS AT ANY VALUE
APPLY TO CONTRACTS EXCEEDING \$2,500
APPLY TO CONTRACTS EXCEEDING \$3,000
APPLY TO CONTRACTS EXCEEDING \$10,000
APPLY TO CONTRACTS IF \$25,000 OR MORE
APPLY TO CONTRACTS EXCEEDING \$30,000
APPLY TO CONTRACTS EXCEEDING \$100,000
APPLY TO CONTRACTS EXCEEDING \$150,000APPLY TO CONTRACTS
EXCEEDING \$500,000
APPLY TO CONTRACTS EXCEEDING \$650,000 AWARDED TO A LARGE
BUSINESS
APPLY TO CONTRACTS EXCEEDING \$650,000
APPLY TO CONTRACTS EXCEEDING \$700,000
APPLY TO CONTRACTS EXCEEDING \$2,000,000
APPLY TO CONTRACTS EXCEEDING \$5,000,000
APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO
CLASSIFIED INFORMATION
APPLY TO ALL CONTRACTS WHICH INCLUDE ANY EXPERIMENTAL,
RESEARCH, DEVELOPMENTAL, OR DEMONSTRATION WORK
APPLY TO ALL WORK PERFORMED ON A GOVERNMENT SITE UNDER
THIS CONTRACT
CITIZENSHIP STATUS
CONTRACTOR OR SUBCONTRACTOR USE OF GOVERNMENT-OWNED
VEHICLES
ENVIRONMENTAL SAFETY AND HEALTH (ES&H) REQUIREMENTS
HAZARDOUS MATERIALS
PROTECTION OF GOVERNMENT PROPERTY
REQUIREMENTS FOR ACCESS
VEHICLE INSURANCE
VEHICLE MARKINGS

ACCEPTANCE OF TERMS AND CONDITIONS (Ts&Cs)

Contractor, by signing this agreement and/or delivering items or services ordered under this agreement, agrees to comply with all the Ts&Cs and all specifications and other documents that this agreement incorporated by reference or attachment. Sandia hereby objects to any Ts&Cs contained in any acknowledgment of this agreement that are different from or in addition to those mentioned in this document. Failure of Sandia or Contractor to enforce any of the provisions of this agreement shall not be construed as evidence to interpret the requirements of this agreement, 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 agreement.

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APPLICABLE LAW

The rights and obligations of the parties hereto shall be governed by this agreement and construed in accordance with the law of the state of delivery, except for Federal Acquisition Regulation (FAR) and FAR supplement clauses which shall be 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 items 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 items or services giving rise to the claim.

ASSIGNMENT

Contractor shall not assign rights or obligations to third parties without the prior written consent of Sandia. However, the Contractor may assign rights to be paid amounts due or to become due if Sandia is promptly furnished an executed Assignment of Payments form. Administration of this agreement may be transferred from Sandia to U. S. Department of Energy/National Nuclear Security Administration (DOE/NNSA) or its designee, and in case of such transfer and notice thereof to the Contractor, Sandia shall have no further responsibilities hereunder.

BANKRUPTCY

If the Contractor enters into any proceeding relating to bankruptcy, it shall give written notice to the Sandia Contracting Representative (SCR) responsible for this agreement within five (5) 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 agreement numbers for which final payment has not been made.

CHANGES

The SCR may at any time, by written notice, make changes to the Statement of Work (SOW) of this agreement. 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 agreement signed by both parties. Any claim for adjustment by Contractor must be made within thirty (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 agreement as changed.

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COMPENSATION

(a) Hourly Rate. Contractor shall be paid as follows: (1) The amounts computed by multiplying the appropriate hourly rate, or rates, set forth in Section I by the number of direct labor hours performed, which rates shall include wages, indirect cost, general and administrative expense and profit; provided; however, that the fractional parts of an hour shall be payable on a prorated basis. Total time invoiced to Sandia pursuant to the rates set forth in Section I of this agreement shall be recorded on readily auditable and certified correct time records. Each time record shall bear the name of the individual, occupational classification, dates, and hours worked. (b) Daily Rate. Sandia will pay the Contractor the daily rate, if any, stipulated in the agreement for each full day of service the Contractor renders hereunder, including authorized travel time as specified in 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 (8) 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 the Contractor is kept from ordinary pursuits. Payment for eight (8) hours in any one-day including travel time is the maximum allowed, even though the Contractor's work is in excess of eight (8) 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 agreement. Should Contractor require assistance of any kind necessitating the expenditure of funds while rendering services under this agreement, 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. (c) Living Expenses. Contractor shall 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 agreement is finalized. (d) Travel. (1) Any travel outside the United States by the Contractor, in connection with work under this agreement, 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) If an hourly rate is stipulated in the agreement, authorized travel time for which Contractor shall 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

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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 (4) hours for the entire round trip. (ii) When scheduled airline transportation is not available. One (1) hour of time will be allowed for each forty (40) miles of distance traveled between points where air travel is not regularly scheduled, not to exceed actual time en route. (iii) Delay en route. Delay en route, for any reason, will not be considered in computing payment for travel time.

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.

DEFINITIONS

The following terms shall have the meanings set forth below for all purposes of this agreement.

(a) CONTRACT means Purchase Order, Contract, Agreement, Price Agreement, Subcontract, Ordering Agreement, or modifications thereof.

(b) GOVERNMENT means the United States of America and includes the U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA) or any duly authorized representative thereof.

(c) CONTRACTOR means the person or organization that has entered into this agreement with Sandia.

(d) SANDIA means Sandia Corporation, the management and operating contractor for the Sandia National Laboratories under Contract No. DE-AC04-94AL85000 with the U.S. Department of Energy/National Nuclear Security Administration.

(e) SCR means Sandia Contracting Representative, the only person authorized to execute and/or administer this agreement for Sandia.

(f) SDR means Sandia Delegated Representative. The SCR may delegate personnel as authorized representatives for such purposes as and to the extent specified in the delegation. Such delegation shall be in writing to the Contractor, and shall designate by name the personnel so delegated as authorized representatives. The SDR shall exercise no supervision over the Contractor's employees. THE SDR'S AUTHORITY IS LIMITED SOLELY TO THE AUTHORITY ENUMERATED IN SUCH WRITTEN DELEGATION. THE SDR HAS NO AUTHORITY TO CHANGE ANY TERM OR CONDITION CONTAINED IN THIS CONTRACT.

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(g) SUBCONTRACT means any lower tier agreement under this agreement.

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 agreement, Contractor warrants and certifies that it fully understands Sandia's policy with respect to the Statement of Work (SOW) for this agreement, and that Contractor shall do nothing in the performance of this agreement which will be in conflict with Sandia's Code of Ethics and Business Conduct.

EXPORT CONTROL

(a) Any item, technical data, or software furnished by Sandia in connection with this purchase order/contract is supplied for use in the United States only. Contractor agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 USC 2751 - 2794, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120 - 130; the Export Administration Act, 50 USC app. 2401 - 2420, including the Export Administration Regulations (EAR), 15 CFR 730 - 774; the Atomic Energy Act of 1954, as amended (AEA); and including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Contractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Contractor or Contractor's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception. Contractor shall immediately notify the SCR if it transfers any export controlled item, data, or services to foreign persons. Diversion contrary to U.S. export laws and regulations is prohibited. (b) Contractor shall immediately notify the SCR if Contractor is, or becomes, listed in any Denied Parties List or if Contractor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. (c) If Contractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Contractor represents that it is registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR. The Contractor shall flow down the requirements of this clause to all subcontracts.

GRATUITIES OR KICKBACKS

No gratuities (in the form of entertainment, gifts, or 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.

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INDEPENDENT CONTRACTOR RELATIONSHIP

(a) Contractor is an independent contractor in all its operations and activities related to this contract. The workers used by Contractor to perform Work under this Contract shall be Contractor's employees, agents or subcontractors, without any relation whatsoever to Sandia Corporation. (b) Contractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Contractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract. (c) Contractor shall indemnify and hold harmless Sandia from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which Sandia may sustain or incur in consequence of: (i) Contractor's failure to pay any employee for the Work rendered under this Contract, or (ii) any claims made by Contractor's personnel against Sandia. The Contractor shall flow down the requirements of this clause to any applicable subcontracts for services. Contractor is not authorized to represent Sandia in any way or to bind Sandia by any promise, agreement, or obligation.

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 agreement. Sandia's final inspection and final acceptance shall be at destination. Contractor shall not re-tender rejected items without disclosing the corrective actions taken.

NOTICE OF POTENTIAL DELAY

Contractor shall strictly comply with the delivery requirements of this agreement. Whenever the Contractor has knowledge of any actual or potential delay or threatened delay in the timely performance of this agreement, the Contractor shall immediately give notice thereof, confirmed in writing, including all relevant information with respect thereto, to Sandia.

ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Cover Page of this agreement; (2) Section I of this agreement; and (3) SF 6432-CO, Section II.

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PAYMENTS

(a) Payments on Account of Allowable Costs. Once each month (or at more frequent intervals, if approved by the Sandia Contracting Representative (SCR)) the Contractor shall submit to Sandia, 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 agreement 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 agreement, or date of completion of work under this agreement, whichever is later. Payments shall be made by electronic funds transfer. Payment shall be deemed to have been made as of the date on which the electronic funds transfer was made. Sandia may take agreement or invoice prompt payment discount. Any travel outside the United States by Contractor personnel, in connection with work under this agreement, requires advance written approval by the SCR. (b) Audit Adjustments. At any time or times prior to settlement under this agreement 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 agreement (including, without limitation, the provisions relating to patents and provisions 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 agreement but in no event later than sixty (60) days (unless the SCR grants a further specific period of time) from the date of such completion. Sandia may, at its own discretion, perform an administrative close of contracts upon completion of the period of performance; such an action does not relieve either party of any rights or responsibilities with respect to final audit activities and settlements.

PERFORMANCE EVALUATION PROGRAM

In keeping with Sandia's goals of continuous improvement, and promoting and creating an environment for superior Contractor performance, Sandia has established a collaborative feedback process through the Sandia Contractor Review and Evaluation (SCORE) program. This program is intended to create an environment, which fosters dialog, provides feedback, and improves communication. Any agreement awarded by Sandia is a candidate for evaluation under this program. Please contact your buying representative for additional information.

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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 agreement 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 United States 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 agreement. 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.

PRICE-ANDERSON AMENDMENTS ACT (PAAA)

(a) Regulatory Liability If the item(s) or service(s) required by the Purchase Order (PO) is related to nuclear or radiological safety, then the item(s) or service(s) are regulated by the Department of Energy/National Nuclear Security Administration (DOE/NNSA) under the provisions of Federal Regulations 10 CFR 820, 10 CFR 830, and 10 CFR 835 (Price-Anderson Amendments Act – 1988). The supplier shall incorporate all applicable PO requirements into all supplier-issued procurement documents. Flow-down of PO requirements shall be verbatim, i.e., without change or modification. Lower-tier subcontracting requires flowdown of all applicable requirements to each supplier at any tier. (b) Occupational Radiation Protection. The Contractor shall comply with applicable requirements in Sandia's Radiation Protection Procedures Manual, (RPPM) unless the Contractor's activities specified in the SOW shall be regulated through a license by the Nuclear Regulatory Commission or a State under an Agreement with the Nuclear Regulatory Commission. (Upon request the Sandia Contracting Representative (SCR) will make the RPPM available.)

QUALITY ASSURANCE PROGRAM

If Section I of this agreement includes Clause 109-QSP- Quality Significant Purchase, the Contractor shall have a Quality Assurance (QA) program which provides for control of activities affecting quality of the item(s) or service(s) specified in the SOW to an extent consistent with their importance. Such program shall be documented by written policies, procedures, or instructions and shall be carried out by the Contractor in accordance with those policies, procedures, or instructions. The Contractor's QA program shall be in accordance with 10 CFR 830 and DOE O 414.1D located at <https://www.directives.doe.gov/>

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RELEASE OF INFORMATION

(a) No invention, export control, or classified information relating to this agreement shall be released other than to Contractor's employees or those of Contractor's subcontractors requiring the information for performance of the SOW of this agreement without advance written approval of the SCR. In no event shall the interest of Sandia or the DOE/NNSA or the government in this agreement be indicated in any advertising or publicity without advance written approval of the SCR. This shall not be construed to prohibit Contractor from fulfilling routine internal or external reporting of its activities, including the disclosure of the existence and nature of this agreement as required by law. External reporting as used in this clause refers to reports submitted to state or federal government offices. (b) The Contractor shall closely coordinate with the SCR regarding any proposed scientific, technical, or professional publication of the results of the work performed or any data developed under this agreement. The Contractor shall provide Sandia an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under this agreement at least forty-five (45) days prior to their submission for publication. Sandia will review the proposed publication and provide comments. A response shall be provided to the Contractor within forty-five (45) days; otherwise, the Contractor may assume that Sandia has no comments. Subject to the security requirements of this agreement, the Contractor agrees to address any concerns or issues identified by Sandia prior to submission for publication. (c) The Contractor may acknowledge the Contractor and government sponsorship of the work as appropriate (d) The Contractor shall insure that the recipient of any information provided by the Contractor complies with the provisions of this clause.

REPORTS REQUIRED BY THIS CONTRACT

Final reports following completion of the work required by this agreement and interim reports as may be required by this agreement constitute deliverables under this agreement and shall be submitted in an electronic format such as Microsoft Word or other format commonly used at Sandia along with any paper format required by this agreement and shall be submitted on CD ROM, or other media requested by the Sandia Delegated Representative (SDR).

RIGHTS AND INTERESTS

Any rights and interests that may result from this agreement shall pass directly from the Contractor to the government. FAR 52.227-17 applies to all deliverables which are copyrightable works produced as part of the performance of this agreement.

SANDIA-PROVIDED INFORMATION

Any and all physical forms of designs, design data, drawings, specifications, technical, scientific data, and other information furnished by Sandia to the

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Contractor shall remain the property of the government and shall be protected from unauthorized use, reproduction, and disclosure. Contractor shall protect the information at least to the same extent it would use to protect its own most valuable and proprietary information. Dissemination or use of such information is limited to such of its employees and Contractors, if any, whose job performance for this specific contract requires the information and only for those purposes. No other dissemination or use is permitted without prior written approval of the Sandia Contracting Representative/Sandia Delegated Representative. 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 others except when necessary in the performance of this contract.

SUBCONTRACTS

Contractor agrees not to subcontract without the advance written approval of the SCR via a revision to the contract that specifies the subcontracted billing rates. All subcontracts shall be made in the name of the contractor and shall not bind nor purport to bind Sandia or shall not relieve Contractor of any obligation under this purchase order/contract. If Contractor subcontracts any work in the performance of this contract, Contractor shall incorporate into every such contract an appropriate set of Sandia Ts&Cs found

at: http://www.sandia.gov/working_with_sandia/procurement/current_suppliers/contractor_bidder/index.html

or may use the latest revision of SF6432-CI for the purchase of Commercial Items that are products or SF 6432-CS for commercial services, into any such subcontract.

PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

In performing this contract the Contractor may be provided with Personally Identifiable Information (PII) relating to Sandia employees, contractor employees, and any other individuals related to the work under this contract. The Contractor agrees that the Contractor shall take all reasonable steps and precautions to ensure this provided PII is adequately controlled, protected and only used to perform work called for under this contract. For the purposes of this agreement PII is defined as: Any of the information listed below that can be used to distinguish or trace an individual's identity, is collected and maintained for the purpose of conducting official Sandia business, and is not solely comprised of information that is available to the general public: social security number, driver's license number, passport number, other federal- or state-issued identification card number, bank account number (with or without routing number, access code, or Personal Identification Number [PIN]), financial or benefit account number in combination with any required code permitting access, background information or verification reports or credit report, including consumer reports, medical or health information, including biometric, biomonitoring, or genetic

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information, employment history including ratings, salary, wage, deduction information, and disciplinary actions, security clearance history or related information, criminal history, date of birth or age, place of birth, mother's maiden name, race or ethnicity.

Notes: One means of distinguishing or tracing an individual's identity is to include the first name or the first initial and last name of an individual in combination with any information listed above. PII does not include information that is on Sandia computing resources as a result of incidental personal use of computing and information resources or other assets.

Loss of Control of PII: If the Contractor becomes aware or suspects that any Sandia provided Personally identifiable Information, has been inappropriately, taken, used, disclosed, and/or released or that the controls for access to the information have been compromised, the Contractor shall immediately take steps to prohibit further disclosure and will give verbal notice to Sandia's Security Incident Management Program (SIMP) by calling and reporting the incident at either at (505) 283-7467 or for contracts issued in California call (925) 294-3238 (these are manned 7 days a week 24 hours a day). After notifying SIMP, also verbally notify the SCR and SDR (if one is identified in this contract). In addition to the immediate verbal notifications, written notification will be provided to the SCR and SDR (if one is identified in the contract,) within 72 hours of the Contractor's learning of the situation. The Contractor shall cooperate with Sandia and provide information needed to allow Sandia to evaluate the nature and extent of the release or loss of control.

The provisions of this clause shall survive and continue in force following the completion of work under this agreement until such time that any provided PII is either destroyed in its entirety in a manner that ensures it is not readable or decipherable through any means, or that the information including all copies is returned to Sandia. The contractor shall ensure that these provisions shall be made applicable to any subcontractor or non-governmental third party who receives PII provided through this agreement.

TAXES

For many purchases, Sandia can provide Transaction Exemption Certificates for both New Mexico and California, and certificates for other states may also be available. Direct any request for Transaction Exception Certificates to taxes@sandia.gov. FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax as modified by DEAR 970.2904-1 (a) is applicable in New Mexico. 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. Prices include all applicable federal taxes.

TERMS AND CONDITIONS (Ts&Cs)

The Ts&Cs stated in this agreement are the only ones governing this transaction and cannot be changed or terminated orally. No amendments or modifications

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shall be binding on Sandia unless set forth in writing signed by the SCR for Sandia. No Ts&Cs appearing on any form originated by the Contractor shall be applicable.

TIMELY PERFORMANCE

Contractor's timely performance is a critical element of this agreement. 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 agreement, Contractor shall timely notify Sandia in writing, giving pertinent details.

WAIVER

Failure of Sandia or Contractor to enforce any of the provisions of this agreement shall not be construed as evidence to interpret the requirements of this agreement, 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 agreement.

WARRANTY

Contractor expressly warrants that no counterfeit items or components in items shall be delivered to Sandia on this agreement. Contractor expressly warrants that all items provided under this agreement 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 three hundred and sixty-five (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.

WORK FOR HIRE

Contractor hereby acknowledges that all duties performed hereunder are specifically ordered or commissioned by Sandia Corporation ("Work"); that Contractor has required all of its employees who will do the Work to assign all intellectual property generated in the course of employment to the Contractor; that the Work constitutes and shall constitute a work-made-for-hire as defined in the United States Copyright Act of 1976; that Sandia Corporation is and shall be the author of said work-made-for-hire and the owner of all rights in and to the

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Work. To the extent that the Work is not recognized as a work-made-for-hire, Contractor hereby assigns, transfers, and conveys to Sandia Corporation, without reservation, all of Contractor's rights, title and interest in the Work, including, without limitation, all rights of copyright and copyright renewal in said Work or any part thereof. Contractor agrees to execute all papers and to perform such other proper acts as Sandia Corporation may deem necessary to secure for Sandia Corporation the rights herein assigned.

ADDITIONAL TERMS AND CONDITIONS

This contract incorporates by reference with the same force and effect as if they were given in full text, the following cited Federal Acquisition Regulation (FAR) clauses and Department of Energy Acquisition Regulation (DEAR) clauses. The full text of these clauses may be found at Title 48 of the Code of Federal Regulations (CFR) at <http://www.ecfr.gov> or at the FAR Site at <http://farsite.hill.af.mil> under regs - FAR or DEARS. Where the FAR/DEAR clauses refer to government and Contracting Officer, substitute Sandia and Sandia Contracting Representative (SCR).

APPLY TO CONTRACTS AT ANY VALUE

- FAR 52.208-8 Required Sources for Helium and Helium Usage Data
- FAR 52.222-21 Prohibition of Segregated Facilities
- FAR 52.222-26 Equal Opportunity (E.O. 11246)
- FAR 52.222-29 Notification of Visa Denial
- FAR 52.222-50 Combating Trafficking in Persons
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data with Alt.I
- FAR 52.225-13 Restrictions on Certain Foreign Purchases
- 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 52.229-10 State of New Mexico Gross Receipts and Compensating Tax as modified by DEAR 970.2904-1(a)
- FAR 52.242-15 Stop Work Order with Alternate I
- FAR 52.244-6 Subcontracts for Commercial Items
- FAR 52.246-1 Contractor Inspection Requirements
- FAR 52.246-3 Inspection of Supplies -- Cost-Reimbursement
- FAR 52.246-5 Inspection of Services -- Cost-Reimbursement
- FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
- FAR 52.249-6 Termination (Cost-Reimbursement)
- DEAR 952.204-71 Sensitive Foreign Nations Controls
- DEAR 952.204-77 Computer Security

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DEAR 952.211-71 Priorities and Allocations (Atomic Energy). This clause applies only if Section I designates a Government Priority DEAR 952.247-70 Foreign Travel

DEAR 952.250-70 Nuclear Hazards Indemnity Agreement

DEAR 970.5204-2 Laws, Regulations, and DOE Directives (Deviation)

DEAR 970.5232-3 Accounts, Records and Inspections -Alternate II

DEAR 970.5208-1 Printing

DEAR 970.5243-1 Changes

DEAR 970.5245-1 Property

APPLY TO CONTRACTS EXCEEDING \$2,500

FAR 52.222-41 Service Contract Act of 1965 as Amended

FAR 52.222-17 Nondisplacement of Qualified Workers

APPLY TO CONTRACTS EXCEEDING \$3,000

FAR 52.222-54 Employment Eligibility Verification

APPLY TO CONTRACTS EXCEEDING \$10,000

FAR 52.222-20 Walsh Healy Public Contracts Act

FAR 52.222-36 Affirmative Action Workers with Disabilities

FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act

DEAR 970.5203-3 Contractor's Organization (Dec 2000) (Deviation)

APPLY TO CONTRACTS IF \$25,000 OR MORE

DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites

APPLY TO CONTRACTS EXCEEDING \$30,000

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

APPLY TO CONTRACTS EXCEEDING \$100,000

FAR 52.222-35 Equal Opportunity For Veterans

FAR 52.222-37 Employment Reports on Veterans

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 52.227-2 Notice of Assistance Regarding Patent and Copyright Infringement

FAR 52.246-16 Responsibility for Supplies

DEAR 970.5227-4 Authorization and Consent

DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement

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APPLY TO CONTRACTS EXCEEDING \$150,000

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government
FAR 52.203-7 Anti-Kickback Procedures excluding paragraph (c)(1)
FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
FAR 52.203-17 – Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
FAR 52.215-2 Audit and Records--Negotiation
FAR 52.215-23 Limitations on Pass Through Charges
FAR 52.219-8 Utilization of Small Business Concerns
FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
FAR 52.244-5 Competition in Subcontracting
FAR 52.247-63 Preference for U.S. Flag Air Carriers
DEAR 952.209-72 Organizational Conflicts of Interest. It is the responsibility of Contractor to determine if this clause is applicable and to report any potential conflicts to the SCR under DEAR 952.209-8. (The term for paragraph (b)(1) is five (5) years)

APPLY TO CONTRACTS EXCEEDING \$500,000

DEAR 952.226-74 Displaced Employee Hiring Preference
DEAR 970.5226-2 Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993

APPLY TO CONTRACTS EXCEEDING \$650,000 AWARDED TO A LARGE BUSINESS

FAR 52.219-9 Small Business Subcontracting Plan including Alternate II
FAR 52.219-16 Liquidated Damages - Subcontracting Plan

APPLY TO CONTRACTS EXCEEDING \$650,000

FAR 52.215-15 Pension Adjustments and Asset Reversions
FAR 52.230-2 Cost Accounting Standards
FAR 52.230-6 Administration of Cost Accounting Standards
Compliance With Cost Accounting Standards:
In accordance with DEAR 970.5232-5 Liability With Respect To Cost Accounting Standards the Contractor shall be liable to the Government for increased costs or interest resulting from the subcontractor's failure to comply with the clauses at FAR 52.230-2, "Cost Accounting Standards," and FAR 52.230-6, "Administration of Cost Accounting Standards".

APPLY TO CONTRACTS EXCEEDING \$700,000

FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data

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FAR 52.215-12 Subcontractor Certified Cost or Pricing Data

APPLY TO CONTRACTS EXCEEDING \$2,000,000

DEAR 970.5204-3 Access to and Ownership of Records

APPLY TO CONTRACTS EXCEEDING \$5,000,000

FAR 52.203-13 Contractor Code of Business Ethics and Conduct, applies when POP is 120 days or more.

APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION

DEAR 970.5204-1 Counterintelligence

DEAR 952.204-2 Security

DEAR 952.204-70 Classification/Declassification

DEAR 970.2701 (DOE-PR 9-9.106) Classified Inventions

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

FAR 52.227-14 Rights in Data -Rights in modified in accordance with DEAR 952.227- 14 and including Alternate V

FAR 52-227-16 Additional Data Requirements

FAR 52.246-8 Inspection of Research and Development -- Cost-Reimbursement
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.

DEAR 952.235-71 Research Misconduct

DEAR 970.5227-1 Rights in Data--Facilities Included in subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under an Management and Operating contract under 48 CFR 970 with DOE/NNSA.

DEAR 970.5227-12 Patent Rights Management and Operating Contracts, For-Profit Contractor, Advance Class Waiver Alternate I (Deviation)

APPLY TO ALL WORK PERFORMED ON A GOVERNMENT SITE UNDER THIS CONTRACT

DEAR 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution

DEAR 952.203-70 Whistleblower Protection for Contractor Employees

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THE REMAINING CLAUSES APPLY TO ALL CONTRACTS WHERE ANY WORK WILL BE PERFORMED ON A GOVERNMENT SITE

CERTIFICATE OF INSURANCE

For all contracts where some portion of the work is to be conducted on a government site, and contract value including the sum of any options or releases equals or exceeds \$150,000, the Contractor shall provide a Certificate of Insurance evidencing the following insurance coverage that will be provided to the SCR prior to the commencement of work:

- Commercial General Liability Insurance (ISO policy form or equivalent) with limits of liability of not less than \$1,000,000 each occurrence and in the aggregate for bodily injury, property damage, personal injury and contractual liability and will include Sandia Corporation as an additional insured.
- Workers' Compensation and Employers' Liability Insurance covering all employees performing work on the government site with Employers' Liability limits not less than \$1,000,000.
- Business Automobile Liability Insurance (ISO policy form or equivalent) with coverage for owned, leased and hired autos) with limits of not less than \$1,000,000 each accident for bodily injury and property damage **if the on-site work contemplates the use of automobiles .**

Onsite visits for deliveries and status meetings are exempt from this requirement.

Sandia Corporation reserves the right to amend these insurance requirements which may include, but not be limited to, requiring additional limits and or coverages depending on the nature and scope of work being performed.

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 Unites States and must meet rules of the site for access to the work areas in place at the time of performance of this agreement.

CONTRACTOR OR SUBCONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES

The following provisions apply if work under this agreement requires Contractor or subcontractor personnel to operate government-owned vehicles either on or off government sites. Contractor shall maintain, at Contractor's expense, during the period of performance of work under this agreement, third-party vehicle

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liability insurance which shall cover the use of such government-owned vehicles with limits of at least \$200,000/\$500,000 public liability and \$20,000 property damage. Medical payments coverage, comprehensive and collision insurance, uninsured motorist, and personal injury protection will not be required under this clause unless required by state statute. All Contractor's agents, employees and subcontractors of any tier shall obey all rules and regulations pertaining to the use of government-owned vehicles. In the event of a motor vehicle accident, the Contractor shall submit a completed Motor Vehicle Accident Reporting Form SF 91 to the SCR together with any additional supplemental forms required by instructions given on the General Service Agreement (GSA) Form Packet 1627. A GSA Form Packet 1627 normally is located either in the headliner or glove box of the GSA vehicle. Contractor's personnel shall assure that a GSA Form Packet 1627 is available in a GSA vehicle prior to accepting and driving a GSA vehicle.

ENVIRONMENTAL SAFETY AND HEALTH (ES&H) REQUIREMENTS

(a) Service Providers. 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. (b) Training Requirements. Any Contractor personnel who will enter a government site to perform work shall have completed all of the ES&H training required by the SOW 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 agreement. Contractor shall certify to Sandia completion of all required training on the Completion Record for Contractor Administered Training form. This form is located on the Web at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> 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. Any person not having completed all ES&H training requirements may be denied access to any government site and Contractor may be terminated for default of this agreement as well as every other agreement the Contractor has with Sandia.

HAZARDOUS MATERIALS

(a) Handling Requirements. 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

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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. (b) Removal Requirements. 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 comingling with hazardous items are owned by the Contractor and shall also be removed.

PROTECTION OF GOVERNMENT PROPERTY

All Sandia National Laboratories information, information technologies and information systems are United States government property. Please read Legal Notice Reminder - SF 2902-NTU

at <http://www.sandia.gov/resources/employees/proxy.html>

All facilities, personal property, existing vegetation, structures, equipment, utilities, improvements, materials and work at Sandia National Laboratories are United States government property. Acts of theft, improper use and/or unlawful destruction of United States government property are punishable under one or more Federal Criminal Laws.

REQUIREMENTS FOR ACCESS

(a) Government Sites. The Contractor agrees and shall ensure that all personnel entering Government sites for any activity related to this agreement shall at all times be subject to and shall comply with all laws, regulations, policies, and site access rules for the site including but not limited to all ES&H and Security requirements. Many, but not all, of the Security and ES&H requirements are outlined in Sandia's ES&H Manual and Security Manual that can be accessed from the following site or by contacting the SDR. The government requirements include but are not limited to, all of the requirements set forth in this clause 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/NNSA, is to be denied access to any government site. Contractor

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shall submit to the SDR or the SCR any proposed working schedules for its personnel and the personnel of each of its subcontractors that deviate from Sandia's normal workday or work week schedule. The schedules will show proposed daily working hours and proposed work weeks. Schedules that deviate from Sandia's normal work day or work week must be approved by the responsible SDR. In the absence of a written authorization from the SCR or DOE/NNSA, 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 DEFAULT OR FOR FINDING THAT AN INDIVIDUAL IS UNACCEPTABLE FOR FUTURE ACCESS. (b) Sandia 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 – Badge Office, Sandia Corporation, Innovation Parkway Office Center (IPOC). Sandia National Laboratories, Livermore, California –Visitor Control Badge Office, Sandia Corporation, Mobile 53 building. . Tonopah Test Range, Tonopah, Nevada - Office of the Tonopah Test Range Manager. (c) Contractor shall ensure that its personnel and the personnel of each of its subcontractors assigned to work on Sandia's or Government premises comply with all applicable site policies. In addition the contractor, its personnel and personnel of each of its subcontractors, shall:

- 1) not bring weapons of any kind onto the premises;
- 2) not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on the premises;
- 3) not possess hazardous materials of any kind on the premises without proper authorization;
- 4) remain in authorized areas only;
- 5) not conduct any non-Sandia related business activities (such as interviews, hires, dismissals or personal solicitations) on the premises;
- 6) not send or receive non-Sandia related mail through Sandia's or Government's mail systems; and
- 7) not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on the premises without the SCR's written permission or as permitted by law.

(d) All persons, property, and vehicles entering or leaving Sandia's KAFB or Government's premises are subject to search. (e) Contractor shall promptly notify Sandia and provide a report of any accidents or security incidents involving loss of or misuse or damage to Sandia's or Government's intellectual or physical assets, and all physical altercations, assaults, or harassment.

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.

VEHICLE MARKINGS

All vehicles used by either the Contractor or its subcontractors shall be marked clearly 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.

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