

SANDIA CORPORATION
SF 6432-CI (11/2015)
SECTION II

STANDARD TERMS AND CONDITIONS FOR COMMERCIAL ITEMS

THE FOLLOWING CLAUSES APPLY TO THIS CONTRACT 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)

[ACCEPTANCE OF TERMS AND CONDITIONS \(Ts&Cs\)](#)

[APPLICABLE LAW](#)

[ASSIGNMENT](#)

[BANKRUPTCY](#)

[CANCELLATION OR TERMINATION FOR CONVENIENCE](#)

[CHANGES](#)

[COMPLIANCE WITH LAWS](#)

[DEFINITIONS](#)

[DISPUTES](#)

[EXCESS FREIGHT CHARGES](#)

[EXPORT CONTROL](#)

[INDEPENDENT CONTRACTOR RELATIONSHIP](#)

[INFORMATION SECURITY](#)

[EXTRAS AND VARIATION IN QUANTITY](#)

[ORDER OF PRECEDENCE](#)

[PAYMENT](#)

[PERFORMANCE EVALUATION PROGRAM](#)

[RECYCLED AND/OR NEW MATERIALS](#)

[RIGHTS AND INTERESTS](#)

[RISK OF LOSS](#)

[SUBCONTRACTS SUSPECT/COUNTERFEIT ITEMS \(S/C\)](#)

[PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION \(PII\)](#)

[TAXES](#)

[TRANSPORTATION](#)

[WARRANTY](#)

[ADDITIONAL TERMS AND CONDITIONS](#)

[APPLY TO CONTRACTS AT ANY VALUE](#)

[APPLY TO ALL CONTRACTS EXCEEDING \\$10,000](#)

[APPLY TO ALL CONTRACTS EXCEEDING \\$15,000](#)

[APPLY TO CONTRACTS IF \\$25,000 OR MORE](#)

[APPLY TO ALL CONTRACTS EXCEEDING \\$100,000](#)

[APPLY TO ALL CONTRACTS EXCEEDING \\$150,000](#)

[APPLY TO ALL CONTRACTS EXCEEDING \\$700,000](#)

[APPLY TO ALL CONTRACTS EXCEEDING \\$5,000,000](#)

[APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION](#)

Control #: SF 6432-CI

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

Owner: Procurement Policy Department

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

APPLY TO CONTRACTS TO BE PERFORMED ON A GOVERNMENT SITE WHENEVER THE WORK (1) COULD RESULT IN POTENTIAL EXPOSURE TO: (A) RADIOACTIVE MATERIALS; (B) BERYLLIUM; OR (C) ASBESTOS OR (2) INVOLVES A RISK ASSOCIATED WITH CHRONIC OR ACUTE EXPOSURE TO TOXIC CHEMICALS OR SUBSTANCES OR OTHER HAZARDOUS MATERIALS THAT CAN CAUSE ADVERSE HEALTH IMPACTS, IN ACCORDANCE WITH 10CFR PART 851

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 contract and/or delivering item or services ordered under this contract, agrees to comply with all the Ts&Cs and all specifications and other documents that this contract incorporated by reference or attachment. Sandia hereby objects to any Ts&Cs contained in any acknowledgment of this contract 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 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.

APPLICABLE LAW

The rights and obligations of the parties hereto shall be governed by this contract 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 item 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, 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 contract 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.

Control #: SF 6432-CI

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

Owner: Procurement Policy Department

BANKRUPTCY

If the Contractor enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the SCR responsible for this contract 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 contract numbers for which final payment has not been made.

CANCELLATION OR TERMINATION FOR CONVENIENCE

(a) Sandia may cancel this contract, in whole or in part, if the Contractor fails to comply with any of the terms of this contract, or fails to provide adequate assurance of future performance. In that event, Sandia shall not be liable for any amount for item or services not yet accepted by Sandia.

(b) Sandia may terminate for the convenience of Sandia or the government this contract, in whole or in part, for any item or services not yet accepted by Sandia. In that event Sandia shall be liable for the purchase price of item or services 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) The rights and remedies of Sandia in this clause are subject to the Disputes clause of this contract.

CHANGES

The Sandia Contracting Representative (SCR) may at any time, by written notice, make changes within the general scope of this contract in any one or more of the following: (1) description of the services to be performed; (2) place of performance; and (3) the amount of services to be furnished. 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 if and only if the order has not left Contractor's point of origin for transportation to Sandia. Such adjustment shall be made by written revision to this contract signed by both parties. Any claim for adjustment by Contractor must be made within twenty (20) 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 disagreement with Sandia about the equitable adjustment, shall excuse Contractor from proceeding with the contract as changed.

COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations and such compliance shall be a material requirement of this contract.

DEFINITIONS

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

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

(b) CONTRACTOR means the person or organization that has entered into this contract to sell something to Sandia.

(c) 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.

(d) ITEM means commercial items, commercial services and commercial components as defined in FAR 52.202-1.

(e) SANDIA means Sandia National Laboratories, operated by Sandia Corporation under Contract No. DE-AC04-94AL85000 with the U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA)

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

(g) SELLER means the person or organization that has entered into this contract to sell something to Sandia

(h) 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.

(i) SUBCONTRACT means any lower tier contract under this contract.

DISPUTES

Contractor and Sandia agree to use the Sandia Acquisition Conflict Resolution Process set forth at: <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> for resolving any and all disputes arising from this contract. Sandia Acquisition Conflict Resolution Process available in "Policies" tab.

EXCESS FREIGHT CHARGES

When Sandia pays any amounts for freight charges in connection with this contract, Contractor is responsible for and shall pay to Sandia the amount of any excess freight charges if the routing specified in writing by the SCR is not used. If the specified routing cannot be used, Contractor shall promptly notify the SCR before shipment, and obtain new routing directions from the SCR.

INDEPENDENT CONTRACTOR RELATIONSHIP

(a) Contractor is an independent contractor in all its operations and activities related to this contract. The employees used by Contractor to perform Work under this Contract shall be Contractor's employees 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.

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

(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.

INFORMATION SECURITY

Official Use Only (OUO) and Sandia Proprietary Information (SPI)

Contractor shall ensure Sandia information utilized in the performance of this contract is not used or disseminated for any other purpose. Contractor shall protect OUO and SPI information from unauthorized dissemination (e.g. to persons who do not require the information to perform work under this contract) and shall follow all requirements for OUO and SPI documents specified below.

Definition: OUO and SPI information are unclassified with the potential to damage government, commercial or private interests if disseminated to persons who do not have a need-to-know the information.

- a. Protection in Use: Precautions shall be taken by the contractor to prevent access to documents marked as containing OUO information by persons who do not require the information to perform their jobs or other DOE-authorized activities.
- b. Protection in Storage: Documents marked as containing OUO information shall be stored in a locked room or other locked receptacle (e.g., a locked file cabinet, desk).
- c. Reproduction: Documents marked as containing OUO information shall be reproduced to the minimum extent necessary in performance of the contract. All copies of Sandia OUO and SPI (including 3-D print prototypes) shall be protected, accessed, stored, marked, transmitted and destroyed in the same manner as the originals.
- d. Destruction: Disks shall be overwritten using approved software and destroyed. Hard copy OUO or SPI documentation shall be destroyed by using an approved shredder (strips no more than ¼ inch wide).

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; 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.

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

(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.

EXTRAS AND VARIATION IN QUANTITY

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the SCR. No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract

ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Section I; (2) SF 6432-CI, Section II.

PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of: (1) receipt of Contractor's proper invoice, if required, or (2) delivery of item/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Contractor indicates. 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.

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 Program. This program is intended to create an environment, which fosters dialog, provides feedback, and improves communication. Any contract awarded by Sandia is a candidate for evaluation under this program.

RECYCLED AND/OR NEW MATERIALS

Unless otherwise specified in this contract, all Items delivered shall consist of recycled and/or new materials. New is defined as previously unused which may include residual inventory or unused former government surplus property. Contractor shall give preference to the use of recycled materials in support of Sandia's Sustainable Acquisition Program as set forth in DEAR 970.5223-7 SUSTAINABLE ACQUISITION PROGRAM.

RIGHTS AND INTERESTS

All rights and interests resulting from this contract 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 contract.

RISK OF LOSS

If Sandia is responsible for the risk of loss during transportation of compliant item, Sandia shall compensate Contractor the lesser of: (1) the agreed price of such item or (2) the Contractor's cost of replacing such item; and such loss shall entitle the Contractor to an equitable adjustment in delivery schedule obligations.

SUBCONTRACTS

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/bus-ops/scm/Contractor/Contractor-info.html> Terms and Conditions Tab. SF 6432-CI may be used for the purchase of commercial items.

SUSPECT/COUNTERFEIT ITEMS (S/CI)

Suspect/counterfeit items or services are a serious concern to Sandia because they present a potential threat to personal safety, equipment and system reliability and/or compliance with regulatory environmental standards. Failure of a safety or mission critical system due to an S/CI could also have security implications at DOE facilities. Notwithstanding other warranty provisions of this Contract, Contractor expressly warrants that all items provided under this Contract are suitable for the intended or specified use and that no suspect or counterfeit items, component parts or materials have been furnished or delivered to Sandia under this Contract. Unless otherwise specified in this contract the contractor shall purchase directly from product manufacturers or authorized manufacturer distributors.

Contractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Sandia. In the event that a suspect or counterfeit item, as defined herein, is identified and/or delivered to Sandia, Contractor agrees to comply with all requirements stated in this Clause.

Definitions

Suspect Item: A suspect item is an item of which there is an indication by visual inspection, testing, or other verifiable information, that the item may not conform to established U.S. Government or industry-accepted specifications and national consensus standards.

Counterfeit Item: A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance, or characteristics have been misrepresented by the vendor, supplier, distributor, or manufacturer.

Contractor shall only provide items and services that meet or exceed all requirements specified in this Contract including verifiable compliance with all applicable quality, safety and manufacturing standards including all U.S. Government or industry-accepted specifications and national consensus standards. Examples of such standards include, but are not limited to: Underwriter's Laboratory (UL) Listing, National Fire Protection Association (NFPA), Standard of Mechanical Engineers (ASME), Institute of Electrical and Electronics

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

Engineers (IEEE), Occupational Safety and Health Act (OSHA), American Society for Testing Material (ASTM), Nationally Recognized Testing Laboratory (NRTL), etc. Additional detailed information is available at the Department of Energy (DOE) Training Manual on [Suspect/Counterfeit Awareness](#) page.

Contractor shall have a quality assurance program that detects and prevents suspect/counterfeit items from being furnished or used in the performance of work under this Contract. If requested by Sandia, Contractor shall furnish a certificate of compliance with delivery stating that all items fully comply with all requirements of this Contract.

The Contractor may choose to identify to Sandia National Laboratories certifications held to applicable standards such as ISO/IEC 20243, *Mitigating Maliciously Tainted and Counterfeit products* or other similar standards, to satisfy this contract requirement. This can be completed by sending the certification to the Suspect/Counterfeit Items Program Coordinator at sgasci@sandia.gov.

In the event that the Contractor identifies or suspects that a suspect/counterfeit item may have been delivered under this Contract, Contractor shall immediately notify the Sandia Contracting Representative. Contractor shall document and provide all available information regarding any item or service furnished under this Contract that is suspected to be a suspect/counterfeit item, component, subcomponent part or material. Sandia shall impound the item(s). The Contractor may be required to replace such item(s) with item(s) acceptable to Sandia and shall be liable for all costs relating to the impoundment, removal, and replacement of the item(s). Contractor shall indemnify Sandia, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Detection of any or suspect/counterfeit item(s) leading to evidence of deliberate misrepresentation of any supplied item(s), including components, subcomponent parts or materials used in the item(s), may result in an investigation into the validity of certification, fraud, and/or forgery. Because falsification of information or documentation may constitute criminal conduct; Sandia will notify cognizant Department of Energy officials and the Office of the Inspector General.

Note: If this Contract provides for the use of credit cards, their use in no way relieves the Contractor from complying with all requirements of this Clause.

For questions or to report suspect or counterfeit items or materials email the Sandia National Laboratories Suspect/Counterfeit Items Program Coordinator at sgasci@sandia.gov.

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

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

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, bio-monitoring, or genetic 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:

1. 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.
2. 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 1-(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. Sandia holds California Contractor's Permit Number OH-98033576. Purchases made under this contract

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

are exempt from California Sales and Use Taxes if performance occurs in California. Prices include all applicable federal taxes.

TRANSPORTATION

All transportation shall be "FOB Origin" unless otherwise specified in this contract. If transportation is specified "FOB Origin," (a) no insurance cost shall be allowed unless authorized in writing, and (b) the bill of lading shall indicate that transportation is for DOE/NNSA and the actual total transportation charges paid to the carrier(s) shall be reimbursed by the government pursuant to contract No. DE-AC04-94AL85000 Confirmation will be made by Sandia National Laboratories.

WARRANTY

Contractor expressly warrants that no counterfeit item or components in item shall be delivered to Sandia on this contract. Contractor expressly warrants that all item 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 receipt of conforming item and extend for a period of: (1) the manufacturer's warranty period or six (6) months, whichever is longer, if the Contractor is not the manufacturer and has not modified the item, or (2) one (1) year or the manufacturer's warranty period, whichever is longer, if the Contractor is the manufacturer of the item or had modified it. If any nonconformity with item appears within that time, Contractor shall promptly repair, replace, or re-perform such item at Contractor's election. Transportation of replacement item and return of nonconforming item 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 three (3) working days after Sandia's notice of nonconformity. If repair or replacement or re-performance of services is not timely, Sandia may elect to return the nonconforming item or repair or replace them or re-procure the services at Contractor's expense. Contractor disclaims the implied warranties of merchantability or fitness for a particular purpose.

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 52.203-99 Prohibition on Contracting with Entities that require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)
FAR 52.208-8 Required Sources of Helium and Helium Usage Data
FAR 52.222-50 Combating Trafficking in Persons
FAR 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

FAR 52.232-39 Unenforceability of Unauthorized Obligations
FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
FAR 52.242-15 Stop Work Order with Alternate I
FAR 52.244-6 Subcontracts for Commercial Items
FAR 52.245-1 Government Property
DEAR 952.211-71 Priorities and Allocations (Atomic Energy).
DEAR 952.217-70 Acquisition of Real Property

APPLY TO ALL CONTRACTS EXCEEDING \$10,000

FAR 52.221-21 Prohibition of Segregated Facilities
FAR 52.222-26 Equal Opportunity
FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act

APPLY TO CONTRACTS EXCEEDING \$15,000

FAR 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
FAR 52.222-36 Affirmative Action for Workers with Disabilities

APPLY TO CONTRACTS IF \$25,000 OR MORE

DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites

APPLY TO ALL CONTRACTS EXCEEDING \$100,000

APPLY TO ALL CONTRACTS EXCEEDING \$150,000

FAR 52.219-8 Utilization of Small Business Concerns
FAR 52.222-35 Equal Opportunity for Veterans
FAR 52.222-37 Employment Reports on Veterans FAR 52.246-2 Inspection of Supplies - Fixed Price
FAR 52.203-17 – Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

APPLY TO ALL CONTRACTS EXCEEDING \$700,000

FAR 52.219-9 Small Business Contracting Plan, Alternate II

APPLY TO ALL CONTRACTS EXCEEDING \$5,500,000

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

APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION

DEAR 952.204-2 Security
DEAR 952.204-70 Classification/Declassification
DEAR 970.5204-1 Counterintelligence

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

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

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

DEAR 952.203-70 Whistleblower Protection for Contractor Employees

APPLY TO CONTRACTS TO BE PERFORMED ON A GOVERNMENT SITE WHENEVER THE WORK (1) COULD RESULT IN POTENTIAL EXPOSURE TO: (A) RADIOACTIVE MATERIALS; (B) BERYLLIUM; OR (C) ASBESTOS OR (2) INVOLVES A RISK ASSOCIATED WITH CHRONIC OR ACUTE EXPOSURE TO TOXIC CHEMICALS OR SUBSTANCES OR OTHER HAZARDOUS MATERIALS THAT CAN CAUSE ADVERSE HEALTH IMPACTS, IN ACCORDANCE WITH 10CFR PART 851

DEAR 970.5204-3 Access to and Ownership of Records (OCT 2014) (DEVIATION)

THE REMAINING CLAUSES APPLY TO ALL CONTRACTS WHERE ANY WORK WILL 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 contract.

Control #: SF 6432-CI

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

Owner: Procurement Policy Department

CONTRACTOR OR SUBCONTRACTOR USE OF GOVERNMENT OWNED VEHICLES

The following provisions apply if work under this contract 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 contract, third-party vehicle 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 Statement of Work (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 contract. 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/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. 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 contract as well as every other contract 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 hazardous and/or radioactive waste generated

Control #: SF 6432-CI

Owner: Procurement Policy Department

Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15

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 co-mingling 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 the notice 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 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**

Control #: SF 6432-CI

Owner: Procurement Policy Department

**Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15**

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 Complex (IPOC). 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

(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, it's 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
3. the influence of controlled substances or alcoholic beverages
4. while on the premises;
5. not possess hazardous materials of any kind on the premises without proper authorization;
6. remain in authorized areas only;
7. not conduct any non-Sandia related business activities (such as interviews, hires, dismissals or personal solicitations) on the premises;
8. not send or receive non-Sandia related mail through Sandia's or Government's mail systems; and
9. 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

Control #: SF 6432-CI

Owner: Procurement Policy Department

**Title: Standard Terms and Conditions for
Commercial Items
Release Date: 11/17/15**

"Division" may be abbreviated. (2) No signs shall be attached to the vehicle's glass area for safety reasons.