

**SANDIA CORPORATION
SF 6432-CN (12-04)
Section II**

**STANDARD TERMS AND CONDITIONS FOR FIRM-FIXED PRICE
COMMERCIAL CONSTRUCTION CONTRACTS**

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.

CN01 - ACCEPTANCE OF TERMS AND CONDITIONS (Ts&Cs) Contractor, by signing this contract and/or delivering items 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.

CN02 - 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 items or services giving rise to the claim.

CN03 - 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 contract may be transferred from Sandia to the 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.

CN04 - BANKRUPTCY If the Contractor enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the Sandia Contracting

Representative (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 agreement numbers for which final payment has not been made.

CN05 - BREACH OF CONTRACT Any Contractor personnel who personally violate any requirements of this contract may be denied access to any government site and Contractor may be terminated for default of this contract. Should one or more other contracts, now or hereafter, exist between Sandia and the Contractor or with any affiliated corporation or company of the Contractor, then a breach by the Contractor of any contract, may, at the option of Sandia, be considered a breach of all contracts; and in that event Sandia may terminate any or all of the contracts, or may withhold monies due or to become due on any such contracts, and apply the same toward payment of any damages suffered on that or any other existing contract between Sandia and the Contractor.

CN06 - 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 items and/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 items and/or services not yet accepted by Sandia. In that event Sandia shall be liable for the purchase price of items and/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 in addition to any other rights and remedies provided by law or under this contract.

CN07 - CHANGES The 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. 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.

CN08 - COMPLIANCE WITH LAWS Contractor shall procure all necessary permits or licenses and abide by all applicable foreign, federal, state and local laws, ordinances, or regulations, in which any work under this contract is

performed which are in any way applicable to the Statement of Work (SOW) of this contract.

CN09 - DEFINITIONS The following terms shall have the meanings set forth below for all purposes of this contract.

(a) CONTRACT means 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) CONTRACTOR-DIRECTED WORK means work under a contract for which the Contractor is accountable for the outcome of the work performed and routinely provides work direction to the Contractor's work force.

(d) 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.

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

(f) SANDIA means Sandia Corporation, the management and operating Contractor for the Sandia National Laboratories under Contract No. DE-ACO4-94AL-85000 with the U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA).

(g) SANDIA-DIRECTED WORK means work under a contract for which Sandia retains accountability for the outcome of the work performed and routinely provides work direction to the Contractor's work force.

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

(i) 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.

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

CN10 - DIFFERING SITE CONDITIONS The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the SCR of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract. The SCR shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or

decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the SCR. No request by the Contractor for an equitable adjustment to the contract for different site conditions shall be allowed if made after final payment under this contract.

CN11 - DISPUTES Any claim of Contractor for any sum of money or other remedial action shall be handled in accordance with the provisions of this clause prior to commencing any form of litigation. A claim by the Contractor shall be made in writing and submitted to the SCR within six (6) years after accrual of the claim to the Contracting Officer for a written decision or within one (1) year after the completion of the contract, whichever comes first. The Contractor shall provide the certification specified below when submitting any claim exceeding The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes Sandia is liable; and that I am duly authorized to certify the claim on behalf of the Contractor." The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim. For Contractor claims of \$100,000 or less, the SCR must, if requested in writing by the Contractor, render a decision within sixty (60) days of the request. For Contractor-certified claims over \$100,000, the SCR must, within sixty (60) days, decide the claim or notify the Contractor of the date by which the decision will be made. The Contracting Officer's decision shall be final unless the Contractor appeals the SCR decision in writing to the SCR. If the Contractor appeals, the SCR shall have sixty (60) days to reach a mutual agreement with the Contractor on a form of alternate dispute resolution that will be employed. If the parties fail to reach an agreement within the sixty (60) days after written appeal, the SCR's decision stands unless the Contractor shall commence litigation in a court of competent jurisdiction. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the SCR pending any final resolution.

CN12 - GOVERNMENT PROPERTY MATERIAL AND EQUIPMENT Except as provided for in Section I, Contractor must list the government material/equipment Contractor will use in the performance of the Statement of Work (SOW) in this contract and provide details concerning its use. Identification, inspection, maintenance, protection, and disposition of government property shall conform with the policies and principles of FAR Part 45, 48 CFR (DEAR) 945, the Federal Property Management Regulations 41 CFR 101, the DOE Property Management Regulations 41 CFR 109, and DEAR 970.5245-1 Property.

CN13 - MANUFACTURING AND TESTING STANDARDS Unless excluded or modified elsewhere in this contract/order, Contractor warrants that all equipment, components, fasteners, tools and products of any nature whatsoever, furnished under this contract, shall be manufactured and/or tested in accordance with standards normally associated with such items when they are sold to users in the United States. Examples of such manufacturing and/or testing standards include, but are not limited to: Underwriter's Laboratory (UL) Listing, National Fire Protection Association Approval, Occupational Safety and Health Act (OSHA) Approval, American Society for Testing Material (ASTM) Certification, Nationally Recognized Testing Laboratory (NRTL) Approvals. All items furnished under this contract shall be clearly marked and/or labeled, as appropriate; and, if applicable, all items shall be accompanied by installation and/or operating instruction normally associated with such items.

CN14 - NOTICE OF POTENTIAL DELAY Whenever the Contractor has knowledge of any actual or potential delay or threatened delay in the timely performance of this contract, the Contractor shall immediately give notice thereof, confirmed in writing, including all relevant information with respect thereto, to Sandia. Such notice shall not relieve the Contractor from compliance from of all the requirements of the contract.

CN15 - OPERATIONS, DISMANTLED EQUIPMENT AND MATERIAL, UTILITIES AND STORAGE AREAS (a) Operations. The Contractor shall confine all operations (including storage of materials) on Sandia-controlled premises to areas authorized or approved by the SCR. The Contractor shall hold and save Sandia and the government, their officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. (b) Storage Areas. Temporary buildings (e.g., storage sheds, shops, offices, sanitation facilities) and utilities may be erected by the Contractor only with the approval of the SCR and shall be built with labor and material furnished by the Contractor without expense to Sandia. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the SCR, the buildings and utilities may be abandoned and need not be removed. (c) Use of Roadways. The Contractor shall, under regulations prescribed by the SCR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the SCR. The Contractor may close streets and remove signs and other material and structures when authorized by the SCR. The Contractor shall provide and keep in place barricades, signs, markers, flares, and other devices required by the SCR for traffic control and safety. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads. (d) Utilities. The Contractor shall provide all necessary utilities at the work

site unless use of existing utilities at the work site is approved in advance by the SCR. **(e) Dismantled Equipment and Material.** Dismantled equipment and material removed from the work site shall remain the property of the government. If the dismantled equipment and material is not reused in the performance of this contract, the Contractor shall: (i) label or tag large items and package small items; (ii) prepare an inventory in triplicate on Sandia-furnished forms; and (iii) deliver the dismantled equipment and material to a location designated by the SCR. **(f) Clean Up.** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Sandia or the government. If the contract requires the modification of areas within buildings or the movement or relocation of furniture or equipment, the Contractor will vacuum and/or sweep and wet mop the area before moving in furniture or equipment and after the move is complete. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the SCR or the SDR.

CN16 - ORDER OF PRECEDENCE Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Section I; (2) SF 6432-CN, Section II.

CN17 - OTHER CONTRACTS Sandia or the government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other Contractors and with Sandia or government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the SCR. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Sandia or government employees

CN18 - PAYMENT Contractor agrees to provide invoices within sixty (60) calendar days of completion of work and hereby waives any amounts that are not invoiced within calendar sixty (60) days of the completion of work on the contract. Unless otherwise provided, terms of payment shall be net calendar thirty (30) days from the latter of (1) receipt of Contractor's proper invoice, if required, or (2) delivery of items/completion of work. Invoices or vouchers requesting payment for item(s) of government property as defined in DEAR 970.5245-1 Property shall be separately listed on such invoices or vouchers. Any offered discount shall be taken if payment is made within the discount period that the Contractor indicates. Payments may be made either by check or electronic funds transfer, at the option of Sandia. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

CN19 - PAYROLLS AND BASIC RECORDS (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. **(b) (1)** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls, including the payrolls of all subcontractors to the SCR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Form WH-347 that is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, may be used to meet this requirement. **(2)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify: (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete; (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. **(3)** The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of

this clause. **(4)** The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code. **(c)** The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the SCR or authorized representatives of the SCR or the Department of Labor. The Contractor or subcontractor shall permit the SCR or representatives of the SCR or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the SCR may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

CN20 - PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, IMPROVEMENTS, MATERIALS, AND WORK **(a)** The Contractor shall preserve and protect all structures, equipment, traffic signs, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. **(b)** The Contractor shall protect from damage or interruption of service all existing improvements and utilities, including underground property or underground utilities the location of which are properly indicated in the specifications and/or drawings, or the existence of which is otherwise made known to the Contractor by written notice signed by the SCR, or the locations of which should be known by the Contractor, (1) at or near the work site and (2) on adjacent property of a third party. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the SCR may have the necessary work performed and charge the cost to the Contractor. **(c)** Contractor shall preserve and protect all work performed under this contract, materials, supplies, and equipment of every description, including property which may be Sandia-furnished or government-owned. **(d)** Contractor immediately shall repair all damage, caused by Contractor's work under this contract, to any utilities, the existence of which (1) is not made known by written notice signed by the SCR, (2) is not indicated in the specifications and/or drawings, or (3) could not reasonably have been known by the Contractor. Contractor shall submit a claim for and enter into good faith negotiations to arrive at a fair price for such repair work. Upon written request of the Contractor, the SCR shall determine the extent that contract performance was delayed to make the required repairs, and the SCR shall modify the contract performance date accordingly.

CN21 - SUPERINTENDENCE BY THE CONTRACTOR At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the SCR and has authority to act for the Contractor.

CN22 - 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 Performance 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.

CN23 - PRICING OF CONTRACT AND SUBCONTRACT MODIFICATIONS The cost principles and procedures set forth in FAR Part 31 as modified by DEAR Part 931 shall be used to price contract and subcontract modifications, if any, whenever cost analysis is performed to negotiate the price of any such modification.

CN24 - 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 flow-down 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 Statement of Work (SOW) shall be regulated through a license by the Nuclear Regulatory Commission or a State under a contract with the Nuclear Regulatory Commission. (Upon request the Sandia Contracting Representative (SCR) will make the RPPM available.)

CN25 - QUALITY ASSURANCE PROGRAM If Section I of this contract includes Standard 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 Statement of Work (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 414.1C located at <http://www.directives.doe.gov/>

CN26 - 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 as set forth in DEAR 970.5223-2 Affirmative Procurement Program.

CN27 - RELEASES VOID Sandia's and the government's representatives shall not be required to waive or release any personal rights in connection with any visits to Contractor's premises and Contractor agrees that no such waiver or release shall be pleaded by Contractor in any action or proceeding.

CN28 - RELEASE OF INFORMATION (a) No invention, export control or classified information relating to this contract 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 contract without advance written approval of the SCR. In no event shall the interest of Sandia or the DOE/NNSA or the government in this contract 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 contract 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 contract. 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 contract 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 contract, 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.

CN29 - RISK OF LOSS If Sandia is responsible for the risk of loss during transportation of compliant items, Sandia shall compensate Contractor the lesser of (1) the agreed price of such items, or (2) the Contractor's cost of replacing such items; and such loss shall entitle the Contractor to an equitable adjustment in delivery schedule obligations.

CN30 - SANDIA PROVIDED INFORMATION Any and all physical forms of designs, design data, specifications, technical, scientific data, and other

information furnished by Sandia to the Contractor shall remain the property of the government. Any and all such information provided by Sandia to the Contractor shall be used only for the purpose of enabling performance of this contract and the Contractor shall use its best efforts to prevent disclosure to others except when necessary in the performance of this contract

CN31 - SUBCONTRACTS If Contractor subcontracts any work in the performance of this contract, Contractor shall incorporate FP Firm Fixed Price Contracts Terms and Conditions located on the Terms and Conditions tab at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> (may be used for the purchase of commercial items), into any such subcontract.

CN32 - TAXES By reason of Sandia's Nontaxable Transaction Certificate, the Contractor should not incur nor include in the price any state and local taxes. If performance occurs in New Mexico the clauses at DEAR 970.5204-4 New Mexico Gross Receipts and Compensating Tax and FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax are applicable. Sandia holds California Contractor's Permit Number OH-98033576. Purchases made under this contract are exempt from California Sales and Use Taxes if performance occurs in California.

CN33 - TITLE AND ADMINISTRATION All property rights and interests resulting from this contract shall pass directly from the seller to the government.

CN34 - TRANSPORTATION All transportation shall be "FOB Job Site" 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-ACO4-94-AL-85000. Confirmation will be made by Sandia National Laboratories.

CN35 - WARRANTY Contractor expressly warrants that no counterfeit items or components in items shall be delivered to Sandia on this contract. Contractor expressly warrants that all items provided under this 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 receipt of conforming items 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 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 three (3) working days 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. Contractor disclaims the implied warranties of merchantability or fitness for a particular purpose.

CN36 - 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). Where the FAR/DEAR clauses refer to Government and Contracting Officer, substitute Sandia and Sandia Contracting Representative (SCR). Upon request the SCR will make the full text available. Deviations to clauses can be found at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html>

CN37 - APPLY TO CONTRACTS AT ANY VALUE

FAR 52.208-8 Required Sources For Helium Usage Data
FAR 52.222-1 Notice to the Government of Labor Disputes
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
FAR 52.242-14 Suspension of Work
FAR 52.244-6 Subcontracts for Commercial Items
FAR 52.246-1 Contractor Inspection Requirements
FAR 52.246-2 Inspection of Supplies - Fixed Price
FAR 52.246-4 Inspection of Services - Fixed Price
FAR 52.247-63 Preference for U.S. Flag Air Carriers
FAR 52.249-2 Termination For Convenience for Convenience of the Government (Fixed Price)
FAR 52.249-10 Default (Fixed-Priced Construction)
DEAR 952.204-71 Sensitive Foreign Nations Controls
DEAR 952.211-71 Priorities and Allocations (Atomic Energy). This clause applies only if the cover page designates a government priority.
DEAR 952.211-71 Priorities and Allocations (Domestic Energy Supplies) Alternate I This clause applies only if the cover page designates a government priority.
DEAR 952.217-70 Acquisition of Real Property
DEAR 970.5227-7 Royalty Information (Patent Counsel, as used in this clause, means the Patent Attorney, NNSA/DOE, Albuquerque Service Center, P. O. Box 5400,

Albuquerque, New Mexico 87185.)
DEAR 970.227-8 Refund of Royalties
DEAR 952.247-70 Foreign Travel
DEAR 952.250-70 Nuclear Hazards Indemnity Contract
970.5204-2 Laws, Regulations, and DOE Directives
DEAR 970.5223-2 Affirmative Procurement Program
DEAR 970.5243-1 Changes
DEAR 970.5208-1 Printing

CN38 - APPLY TO CONTRACTS EXCEEDING \$2,000

FAR 52.222-6 Davis Bacon Act
FAR 52.222-7 Withholding of Funds

CN39 - APPLY TO CONTRACTS EXCEEDING \$2,500

FAR 52.222-41 Service Contract Act of 1965 as Amended
FAR 52.225-1 Buy American Act--Supplies

CN40 - APPLY TO CONTRACTS EXCEEDING \$10,000

FAR 52.222-20 Walsh Healy Public Contracts Act
FAR 52.222-21 Prohibition of Segregated Facilities
FAR 52.222-26 Equal Opportunity
FAR 52.222-29 Notification of Visa Denial
FAR 52.222-36 Affirmative Action for Workers With Disabilities

CN41 - APPLY TO CONTRACTS EXCEEDING \$25,000

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
FAR 52.222-35 Equal Opportunity For Special Disabled Veterans, Veterans of The Vietnam Era and Other Eligible Veterans
FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

CN42 - APPLY TO CONTRACTS EXCEEDING \$100,000

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government
FAR 52.203-7 Anti-Kickback Procedures
FAR 52.203-12 Limitation of Payments to Influence Certain Federal Transactions
FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
FAR 52.228-15 Performance and Payment Bonds - Construction
DEAR 970.5227-4 Authorization and Consent
DEAR 970.5227-5 Notice of Assistance Regarding Patent and Copyright Infringement Albuquerque, New Mexico 87115.
FAR 52.244-5 Competition in Subcontracting
FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
DEAR 952.209-8 Organizational Conflicts of Interest-Disclosure
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.

CN43 - APPLY TO CONTRACTS EXCEEDING \$500,000

FAR 52.219-8 Utilization of Small Business Concerns

FAR Limitations on Subcontracting (applicable only if any portion of the contract is set aside)

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 970.5204-92 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".

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

CN44 - APPLY TO CONTRACTS EXCEEDING \$550,000

FAR 52.215-15 Pension Adjustments and Asset Reversions

DEAR 970.5204-24 Contractor/subcontractor Certified Cost or Pricing Data

CN45 - APPLY TO CONTRACTS EXCEEDING \$1,000,000

FAR 52.219-9 Small Business Subcontracting Plan

FAR 52.219-16 Liquidated Damages - Subcontracting Plan

CN46 - 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

CN47 - APPLY TO ALL CONTRACTS WHICH INCLUDE ANY EXPERIMENTAL, RESEARCH, DEVELOPMENTAL, OR DEMONSTRATION WORK

FAR 52.227-14 Rights in Data-General is modified in accordance with DEAR 927.409(a) and including Alternate V.

FAR 52-227-16 Additional Data Requirements

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

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

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

DEAR 970.5227-2 Rights in Data Technology Transfer

DEAR 970.5227-12 Patent Rights Management and Operating Contracts, For-Profit Contractor, Advance Class Waiver Alt 1

DEAR 970.5227-1 Rights in Data-Facilities. This clause is 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 M&O contract under 48 CFR 970 with DOE/NNSA.

CN48 - APPLIES TO ANY WHICHWORK PERFORMED ON A GOVERNMENT SITE UNDER THIS CONTRACT

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

DEAR 970.5204-26 Nuclear Facility Safety

DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites

DEAR 970.5204-59 Whistleblower Protection

CLAUSES CN49 THROUGH CN57 APPLY TO ALL CONTRACTS WHERE ANY WORK WILL BE PERFORMED ON A GOVERNMENT SITE

CN49 - CITIZENSHIP STATUS All personnel of the Contractor and its subcontractors who require access must be United States citizens, or foreign nationals who are legal aliens or have the required authorization to perform work in the United States and must meet rules of the site for access to the work areas in place at the time of performance of this contract.

CN50 - 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 Services 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.

CN51 – 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 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/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 contract as well as every other contract the contractor has with Sandia.

CN52 - 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 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.

CN53 - 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/bus-ops/scm/Contractor/Contractor-info.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.

CN54 - REQUIREMENTS FOR ACCESS (a) Government Sites. Permission to enter government sites shall at all times be subject to all laws, regulations, and site access rules for the site (including but not limited to all ES&H and Security requirements). The government requirements include but are not limited to, all of the requirements set forth in this section for any work to be performed on a government site. To obtain access to such premises, the Contractor shall write a letter to the SDR or the SCR stating the company designation to be used by the Contractor and each subcontractor and furnishing the following information on each individual requiring access to such premises: name, date of birth, and citizenship status, completed ES&H training requirements set forth in the SOW. Access will be granted for the period of performance of the work only. Contractor shall withdraw and replace any individual, including any subcontractor employee, assigned to perform work under this contract, who in the judgment of Sandia or DOE/NNSA, is to be denied access to any government site. Contractor shall submit to the SDR or the SCR proposed working schedules for its personnel and the personnel of each of its subcontractors. The schedules will show proposed daily working hours and proposed 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 - Visitor Access and Administration Section, Sandia Corporation, Building 800. 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.

CN55 - TERMINATION OR REASSIGNMENT OF PERSONNEL The Contractor shall (I) notify immediately the SCR and the Sandia Badge Office at Albuquerque (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) if any Contractor employees assigned to work under this contract are terminated for any reason or are assigned to other Contractor non-Sandia

work and will not work under this contract in the future, and (ii) ensure that any Contractor employees identified under this paragraph surrender to the Badge Office (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) any Sandia badge, Kirtland Air Force Base decals or other access documents within five (5) days of termination or reassignment.

CN56 - 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.

CN57 - 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.