

**SANDIA CORPORATION**  
**SF 6432-FP (10-98)**  
**Section II**

**STANDARD TERMS AND CONDITIONS FOR FIRM FIXED PRICE 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 SIGNATURE PAGE OR SECTION I.**

**FP10 - DEFINITIONS** The following terms shall have the meanings set forth below for all purposes of this contract.

**(a) SANDIA** means Sandia Corporation, the management and operating contractor of Sandia National Laboratories for the United States Department of Energy under Contract No. DE-AC04-94AL85000.

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

**(c) GOVERNMENT** means the United States of America.

**(d) DOE** means the United States Department of Energy, the Secretary of Energy, or any duly authorized representative of the Secretary.

**(e) CONTRACTOR** means the Seller or the other party to the contract with Sandia.

**(f) SUBCONTRACT** means any lower tier agreement under this contract.

**(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) 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.

**(i) SDR** means Sandia Delegated Representative, the person(s) who has been delegated limited authority as defined in Section I of this contract.

**(k) COMMERCIAL ITEM and/or COMMERCIAL COMPONENT** means items or components as defined in FAR 52.202-1 (b) and/or (c).

**FP11 - ASSIGNMENT** This contract is assignable by Sandia to the Government or its designee. The Contractor may not assign any of the work to be performed, in whole or in part, or any other interest hereunder without Sandia's advance written consent. The Contractor may make an assignment confined solely to moneys due or to become due only to the extent that such assignment does not attempt to impose upon Sandia obligations to the assignee other than the payment of such moneys. No assignment by the Contractor shall have any effect on Sandia's right to offset any Sandia claim from any contract with Contractor against any other contract with Contractor.

**FP12 - 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.

**FP13 - SANDIA DELEGATED REPRESENTATIVES** 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.**

**FP14 - TERMS AND CONDITIONS** The terms and conditions stated in this contract are the only ones governing this transaction and cannot be changed or terminated orally. No terms and conditions appearing on any form originated by the Contractor shall be applicable.

**FP15 - PERMITS, LICENSES, AND COMPLIANCE WITH LAWS** The Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed which are in any way applicable to the Statement of Work of this contract.

**FP16 - APPLICABLE LAW** The rights and obligations of the parties hereto shall be governed by, and this contract shall be interpreted in accordance with, federal law. The parties agree to jurisdiction in the Federal District Court, with venue in the District closest to the delivery point of the products and/or services giving rise to the claim. In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in the State Court closest to the delivery point of the products and/or services giving rise to the claim.

**FP17 - ORDER OF PRECEDENCE** This contract is subject only to the terms and conditions set forth in the following documents: Signature Page, Section I, and Section II of this contract and the specifications and drawings or other documents, if any, referenced therein. In case of conflict or inconsistency between or among one or more provisions of the above documents, the provisions of each document shall take precedence over the provisions of the other documents in the following order of priority: Section I, Signature Page, Section II, specifications, drawings, and other documents, if any, incorporated into this contract by reference thereto.

**FP18 - PAYMENTS** The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Invoices or vouchers requesting payment for item(s) of Government Property as defined in DEAR 970.5204-21 Property, shall be separately listed on such invoices or vouchers. For the purpose of computing discounts and other terms of payment, time will be computed from the date of receipt by Sandia of Contractor's correct invoice or voucher, or the date of delivery of the supplies or services, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of Sandia's check(s). Sandia may take contract or invoice prompt payment discount.

**FP19 - TAXES** Except as may be otherwise provided in this contract, the price includes all applicable Federal, State, and Local taxes and duties. If performance occurs in New Mexico, the clauses at DEAR 970.5204-4 New Mexico Gross Receipts and

Compensating Tax and FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax are applicable. Sandia holds California Seller's Permit Number OH-98033576. Purchases made under this contract are exempt from California Sales and Use Taxes if performance occurs in California.

**FP20 - 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.

**FP21 - 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.

**FP22 - NOTICE OF POTENTIAL DELAY** Contractor shall strictly comply with the delivery requirements of this Contract. Whenever the Contractor has knowledge of any actual or potential delay or threatened delay in the timely performance of this Contract, the Contractor shall immediately give notice thereof, confirmed in writing, including all relevant information with respect thereto, to Sandia. The Contractor agrees to insert the substance of this provision, including this sentence, in any subcontract hereunder, except that each such subcontract shall require the subcontractor to notify his next higher tier contractor of all relevant information with respect to such delays. Such notice is for informational purposes only and shall not be construed to relieve the Contractor of Contractor's obligation to comply with the contract delivery requirements.

**FP23 - RELEASE OF INFORMATION** No information relating to this contract shall be released other than to Contractor's employees or those of Contractor's subcontractors requiring the information for the performance of the Statement of Work of this contract, without advance written approval of the SCR. In no event shall the interest of Sandia or the DOE or the Government in this contract be indicated in any advertising or publicity without advance written approval of the SCR.

**FP24 - 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.

**FP25 - 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 (NFPA) 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.

**FP26 - EXTRAS** Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the SCR.

**FP27 - VARIATION IN QUANTITY** 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.

**FP28 - CONTRACT BREACH** Any Contractor personnel who personally violate any requirements of this contract may be denied access to any Government site and Contractor may be terminated for default of this contract. Should one or more other contracts, now or hereafter, exist between Sandia and the Contractor or with any affiliated corporation or company of the Contractor, then a breach by the Contractor of any contract, may, at the option of Sandia, be considered a breach of all contracts; and in that event Sandia may terminate any or all of the contracts, or may withhold moneys due or to become due on any such contracts, and apply the same toward payment of any damages suffered on that or any other existing contract between Sandia and the Contractor.

**FP29 - COMMERCIAL WARRANTY** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar products and/or services, and that the rights and remedies provided by this clause are in addition to and do not limit any rights afforded to Sandia by any other clause of this contract. The Contractor shall furnish to Sandia copies of the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar products and/or services, and such warranties shall be deemed a part of this contract.

**FP30 - NEW SUPPLIES** Except as otherwise provided in the Statement of Work or in Contractor's quotation, the quoter certifies that any products to be furnished are new (not used or reconditioned) and not of such age or so deteriorated as to impair their usefulness or safety.

**FP31 - 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 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 970.5204-21 Property.

**FP32 - FALSE STATEMENTS** Full, accurate, and complete information is required by the RFQ, this contract and any incorporated attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001 and constitutes default of any contract Contractor has with Sandia.

**FP33 - WORKMANSHIP AND MATERIALS** Unless otherwise directed by the SCR or expressly provided for by specifications issued under this contract, all articles, equipment, and materials incorporated in the work are to be new and of the most suitable grade of their respective kinds for the intended purpose in accordance with any applicable drawings and specifications; and installed to the satisfaction and with the approval of the SCR. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the SCR shall decide the question of equality. If the SCR so requires, the Contractor shall submit for approval samples of or test results on any materials proposed to be incorporated in the work before making any commitment for the purchase of such materials.

**FP34 - REPORTING OF ROYALTIES** If any royalty payments are directly involved in the contract or are reflected in the contract price to Sandia, the contractor agrees to report in writing to the SCR with notification by the SCR to the DOE Patent Counsel during performance of this contract and prior to its completion or final settlement of any amounts or other payments paid or to be paid by the contractor to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as shall permit the identification of the patents or other basis on which the royalties are to be paid. The approval of the DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made. The provisions of this clause , appropriately modified as to parties, shall be included in all subcontracts that exceed \$25,000 unless otherwise approved by the SCR.

**FP35 - ADDITIONAL TERMS AND CONDITIONS** This contract incorporates Federal Acquisition Regulation (FAR) clauses found at 48 CFR 52. et seq. and Department of Energy Acquisition Regulation (DEAR) clauses found at 48 CFR 952. et seq. by reference with the same force and effect as if they were given in full text. Where the FAR/DEAR clauses refer to Government and Contracting Officer, substitute Sandia and Sandia Contracting Representative (SCR). Upon request the SCR will make the full text available.

**APPLY TO CONTRACTS AT ANY VALUE**

**FAR 52.222-1** Notice to the Government of Labor Disputes

**FAR 52.223-3** Hazardous Material Identification And Material Safety Data with alternate

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

**FAR 52.227-3** Patent Indemnity

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

**FAR 52.242-15** Stop Work Order

**FAR 52.244-6** Subcontracts for Commercial Items and Commercial Components

**FAR 52.246-2** Inspection of Supplies - Fixed Price

**FAR 52.246-4** Inspection of Services - Fixed Price

**FAR 52.246-16** Responsibility for Supplies

**FAR 52.249-2** Termination For Convenience of The Government

**FAR 52.249-8** Default (Fixed Price Supply and Service)

**DEAR 952.247-70** Foreign Travel

**DEAR 952.250-70** Nuclear Hazards Indemnity Agreement

DEAR 970.5204-9 Accounts, Records and Inspection  
DEAR 970.5204-11 Changes  
DEAR 970.5204-19 Printing Clause for Management and Operating Contractors  
DEAR 970.5204-33(a) Priorities and Allocations. This Clause applies only if the Signature Page designates a Government Priority.  
DEAR 970.5204-50 Cost and Schedule Control Systems  
**APPLY TO CONTRACTS EXCEEDING \$2,500**  
FAR 52.225-11 Restrictions on Certain Foreign Purchases  
FAR 52.222-36 Affirmative Action for Handicapped Workers  
FAR 52.222-41 Service Contract Act of 1965 as Amended  
**APPLY TO CONTRACTS EXCEEDING \$10,000**  
FAR 52.222-20 Walsh Healy Public Contracts Act  
FAR 52.222-26 Equal Opportunity  
FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era  
FAR 52.222-37 Employment Reports on Veterans Disabled Veterans and Veterans of the Vietnam Era  
DEAR 970.5203-3 Buy American Act  
**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 52.227-6 Royalty Information. Patent Counsel, as used in this clause, means the Patent Attorney, DOE, Albuquerque Operations Office, P. O. Box 5400, Albuquerque, New Mexico 87115.) See FP35 above.  
FAR 52.244-5 Competition in Subcontracting  
FAR 52.247-63 Preference for U.S. Flag Air Carriers  
FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels  
**APPLY TO CONTRACTS EXCEEDING \$100,000**  
FAR 52.203-6 Restrictions on Subcontractor Sales to the Government  
FAR 52.203-7 Anti-Kickback Procedures  
FAR 52.203-12 Limitation of Payments to Influence Certain Federal Transactions  
FAR 52.215-2 Audit and Records--Negotiation  
FAR 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns  
FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation  
FAR 52.227-2 Notice of Assistance Regarding Patent and Copyright Infringement  
FAR 52.223-2 Clean Air and Water  
FAR 52.244-5 Competition in Subcontracting  
DEAr 952.2209.8.  
DEAR 952.209-72 Organizational Conflicts of Interest  
**APPLY TO CONTRACTS EXCEEDING \$500,000**  
FAR 52.215-27 Termination of Defined Benefit Pension Plans  
FAR 52.219-9 Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan  
FAR 52.219-16 Liquidated Damages - Subcontracting Plan  
FAR 52.230-1 Cost Accounting Standard Notices and Certification  
FAR 52.230-2 Cost Accounting Standards  
FAR 52.230-6 Administration of Cost Accounting Standards  
DEAR 970.5204-24 Subcontractor Cost or Pricing Data  
**APPLY TO CONTRACTS EXCEEDING \$10,000,000**  
FAR 52.222-28 Equal Opportunity Pre-award Clearance of Subcontracts

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

**DEAR 952.204-2** Security Requirements

**DEAR 952.223-72** Radiation Protection and Nuclear Criticality

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

**DEAR 970.5204-26** Nuclear Facility Safety

**DEAR 970.5204-41** Preservation of Individual Occupational Radiation Exposure Records

**DEAR 970.5204-58** Workplace Substance Abuse Programs at DOE Sites

**DEAR 970.5204-59** Whistleblower Protection for Contractor Employees

**FP36 - VISITOR ACCESS TO GOVERNMENT SITES** The organizations listed below are responsible for coordinating and administering the provisions of visitor access and control for the sites as listed. Sandia National Laboratories, Albuquerque, New Mexico - Visitor Access and Administration Section, Sandia Corporation, Building 801. Sandia National Laboratories, Livermore, California - Visitor Control and Administration Section, Sandia Corporation, Building 911. Tonopah Test Range, Tonopah, Nevada - Office of the Tonopah Test Range Manager.

**FP37 - REQUIREMENTS FOR ACCESS TO GOVERNMENT SITES** Permission to enter Government sites shall at all times be subject to all laws, regulations, and site access rules for the site. The Government requirements include but are not limited to, all of the requirements set forth in this section for any work to be performed on a Government site. To obtain access to such premises, the Contractor shall write a letter to the SDR or the SCR stating the company designation to be used by the Contractor and each subcontractor and furnishing the following information on each individual requiring access to such premises: name, date of birth, and citizenship status, completed ES&H training requirements set forth in the SOW. Access will be granted for the period of performance of the work only. Contractor shall withdraw and replace any individual, including any subcontractor employee, assigned to perform work under this contract, who in the judgment of Sandia or DOE, is to be denied access to any Government site. Contractor shall submit to the SDR or the SCR proposed working schedules for its personnel and the personnel of each of its subcontractors. The schedules will show proposed daily working hours and proposed 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, use of Government sites by the Contractor and its subcontractors of any tier, pursuant to access granted under this Clause, shall be limited to work required by this contract to be performed on such premises. **THE USE OF THE ACCESS PRIVILEGE FOR ANY PURPOSE OTHER THAN TO PERFORM WORK UNDER THIS CONTRACT IS PROHIBITED AND MAY BE GROUNDS FOR TERMINATING THIS CONTRACT FOR DEFAULT OR FOR FINDING THAT AN INDIVIDUAL IS UNACCEPTABLE FOR FUTURE ACCESS.**

**FP38 - 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.

**FP39 - TERMINATION OR REASSIGNMENT OF PERSONNEL** The Contractor shall (l) notify immediately the SCR and the Sandia Access Control and Administration Division

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

**FP40 - ES&H TRAINING** Any contractor personnel who will enter a Government site to perform work shall have completed all of the ES&H training required by the Statement of Work prior to any attempts to enter a Government site as shown by written records of such training furnished to the SDR or to the Requester if no SDR is named in Section I of this Contract. Contractor shall certify to Sandia completion of all required training on the Completion Record for Contractor Administered Training form. This Form can be found on the Web at <http://www.sandia.gov/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.

**FP41 - ES&H SERVICES** For Contractor employees performing Sandia-Directed work, Sandia shall provide those workers with any and all necessary safety authorization documents, personal protective equipment, industrial hygiene monitoring, medical surveillance, and radiation protection services. For Contractor employees performing Contractor-Directed work, Contractor shall provide its workers with all ES&H services, with the exception of Contractor employees performing Contractor-Directed work on Government sites for whom Sandia shall provide radiation dosimetry services and survey of record, as appropriate.

**FP42 - HANDLING OF HAZARDOUS MATERIALS** For contracts that require the performance of work on Government sites, the Contractor shall coordinate with the SDR all activities associated with the acquisition (including reporting hazardous materials used on Government sites), handling, storage, accidental spills, and/or disposal of hazardous materials and/or waste. The Contractor shall notify the SDR of all hazardous and/or radioactive waste generated during performance of work. Such materials become Sandia-owned waste and the Contractor shall notify the SDR for proper disposal by Sandia. Contractor's assistance in disposal may be required by Sandia.

**FP43 - REMOVAL OF HAZARDOUS MATERIALS** Those hazardous materials brought onto Sandia-controlled premises by the Contractor which are job-related consumables and have not been removed from their original packaging and which have not been purchased by Sandia, shall remain the property of the Contractor and shall be removed from Sandia after completion of the work. Hazardous materials in the original, labeled container are not hazardous waste if the material is usable and the full or partially full container is intact and properly closed. Those scrap items which are not hazardous, and which have not become hazardous through co-mingling with hazardous items, are owned by the Contractor and shall also be removed.

**FP44 - VEHICLE MARKINGS** All vehicles used by either the Contractor or its subcontractors shall be clearly marked to indicate company name of user. Vehicles



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

**FP45 - 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.

**FP46 - 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 GSA Form Packet 1627. A GSA Form Packet 1627 normally is located either in the headliner or glovebox 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.

**FP47 - ACCESS TO SANDIA COMPUTERS** Contractor personnel who are granted access to Sandia computers and word processors are subject to the computer security procedures outlined in this Clause. The procedures are applicable to Contractor personnel located at a Sandia facility or at the Contractor's facility. If the Contractor does not comply with the provisions of this Clause, Sandia may withdraw Contractor's access to Sandia computers and may also terminate this contract for default. Misuse of a Sandia computer may be a violation of law and could result in appropriate action including prosecution. Sandia computers may be used only to perform work authorized in the contract. Computer software or documentation developed on or for Sandia computer systems is the property of the Government unless provided otherwise in the contract. Information or data furnished by Sandia or obtained from a Sandia computer by Contractor personnel must be protected by the Contractor to prevent disclosure to any person other than Contractor's employees having a need to know unless such disclosure is authorized in advance in writing by the SCR. Classified material or information shall be protected in accordance with the security provisions of the contract. If this contract does not include security provisions and the Contractor is furnished or comes in contact with classified material or information, it shall be reported immediately to the SCR. Files of any other user shall not be accessed without specific permission from that user. Sandia monitors all use of all Sandia computers. Computer passwords are issued to individuals and must not be shared. Computer passwords must be

protected by each Contractor employee to prevent disclosure to any other persons. If a computer password is disclosed or potentially disclosed, the Contractor must notify the SCR immediately so that a new password can be issued. Any contractor who is granted access to a Sandia computer shall be required to complete initial and refresher "Computer Security Training" (COM100), to be provided by Sandia.

**FP48 - PROTECTION OF GOVERNMENT PROPERTY** All facilities, property, equipment and materials at Sandia are Government-owned. Acts of theft, illegal possession and unlawful destruction or use of Government property violations punishable under Federal law, and may also result in administrative action. The Federal Bureau of Investigation is the investigative authority for all such incidents including cases involving the personal property of individuals when the incident occurs at a Government-owned installation. Every user of Government property is responsible for its physical protection and for reporting immediately the loss, theft, destruction, or damage of such property.

**FP49 - APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION**

**DEAR 952.204-70** Classification

**DEAR 952.204-74** Foreign Ownership, Control, or Influence over Contractor.

**FP50 - CLASSIFIED INVENTIONS (a)** The Contractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this contract in any country other than the United States, an application or registration for a patent without obtaining written approval of the Contracting Officer.

**(b)** When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this contract, the subject matter of which is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Contractor shall by separate letter identify by agency and number, the contract or contracts which require security classification markings to be placed on the application.

**(c)** The substance of this clause shall be included in subcontracts which cover or are likely to cover classified subject matter.

**FP51 - APPLY TO ALL CONTRACTS WHICH INCLUDE ANY EXPERIMENTAL, RESEARCH, DEVELOPMENTAL, OR DEMONSTRATION WORK**

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

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

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

**FAR 52.227-14** Rights in Data - General with Alternates I & V with the addition of paragraph (d)(3) from the DOE Acquisition Letter 87-5 as follows:

(d)(3) The Contractor agrees not to establish claim of copyright in computer software first produced in the performance of this contract without prior written permission of the patent counsel assisting the contracting activity. When permission is granted, the patent counsel shall specify appropriate terms, conditions and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor,

when requested, shall promptly deliver to patent counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

**FAR 52-227-16 Additional Data Requirements**

**DEAR 952.227-76 Rights in Data - Special Works.** This clause is applicable only to deliverables that are copyrightable works.

**FP52 - TECHNICAL REPORTS IF REQUIRED BY THE STATEMENT OF WORK**

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

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

**FP53 - APPLIES TO ANY DELIVERABLE WHICH PROCESSES DATE RELATED DATA YEAR 2000 COMPLIANCE WARRANTY**

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