

**SANDIA CORPORATION  
SF 6432-CL (11-03-2010)  
SECTION II**

**STANDARD TERMS AND CONDITIONS FOR COMMERCIAL LEASES THE FOLLOWING CLAUSES APPLY TO THIS LEASE 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 OF THIS LEASE.**

**CL01 - ACCEPTANCE OF TERMS AND CONDITIONS (Ts&Cs)** Lessor, by signing this lease and/or delivering the possession of the premises to Sandia under this lease, agrees to comply with all the Ts&Cs and all specifications and other documents that are incorporated into this lease by reference or attachment. Sandia hereby objects to any Ts&Cs contained in any acknowledgment of this lease that are different from or in addition to those mentioned in this lease. Failure of Sandia to enforce any of the provisions of this lease shall not be construed as evidence to interpret the requirements of this lease, nor as a waiver of any requirement, nor of the right of Sandia to enforce each and every provision. All rights and obligations shall survive final performance of this lease.

**CL02 - ACCESSIBILITY AND SEISMIC SAFETY** The premises shall be accessible to the handicapped in accordance with the Americans with Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply. The premises shall also meet seismic safety compliance.

**CL03 - ALTERATIONS** Sandia shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of Sandia and may be removed or otherwise disposed of by Sandia. If the lease contemplates that Sandia is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Sandia shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space. Lessor agrees to waive restoration of the premises if Sandia agrees to waive removal of alterations which shall be on a case by case basis and in writing as an revision to this lease for such waiver to be effective.

**CL04 – AMERICANS WITH DISABILITIES ACT**

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Landlord shall deliver the Premises to Tenant in compliance in all material respect with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "Disabilities Acts"). If a non-compliance with said warranty exists Landlord shall, after receipt of written notice from Tenant setting forth with specificity the nature and extent of such non-compliance, rectify same at Landlord's expense and not includable in Operating Expenses. Landlord shall be responsible for causing the common areas of the Building (including, without limitation, all restrooms and parking areas) to comply with the Disabilities Acts.

**CL05 - APPLICABLE LAW** The rights and obligations of the parties hereto shall be governed by this lease and construed in accordance with federal law for Federal Acquisition Regulations (FAR) clauses or Department of Energy Acquisition Regulations (DEAR) clauses incorporated into this lease. State laws, ordinances, regulations and rules as enacted in the state the premises are located in shall govern all other clauses Claims shall be brought in the State Court closest to the premises giving rise to the claim.

**CL06 - ASSIGNMENT** Lessor shall not assign rights or obligations to third parties or otherwise alienate any interest of Sandia in the premises during the term of this lease without the prior written consent of Sandia. However, the Lessor may assign rights to be paid amounts due or to become due to a financing institution if Sandia is promptly furnished a properly signed copy of the Sandia Assignment of Payments form. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Sandia against Lessor. This lease may be assigned by Sandia to Department of Energy/National Nuclear Security Administration (DOE/NNSA) or its designee, and in case of such transfer and notice thereof to the Lessor, Sandia shall have no further responsibilities hereunder. Sandia may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

**CL07 - BANKRUPTCY** If the Lessor enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the Sandia Contracting Representative (SCR) responsible for this agreement within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the agreement numbers for which final payment has not been made.

**CL08 - CANCELLATION OR TERMINATION FOR CONVENIENCE** (a) Either party shall have the right to cancel this lease without judicial resolution upon written notice to the other after a breach of any provision by the other party has gone uncorrected for thirty (30) days after the other party has been notified in

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writing of such breach. In the event of cancellation, Sandia's payment for this lease shall be prorated based on the months of actual use divided by twelve (12) and multiplied by the annual rent set forth above and Sandia shall not be liable for any other services that were not accepted by Sandia for payment as of the date of such cancellation. (b) Sandia may terminate for the convenience of Sandia this lease, upon 120 days of advanced written notice to the Lessor after the initial term of this lease. In that event Sandia shall not be liable for any costs that become due after the effective date of the termination except any stated penalty set forth in Section I of this lease. (c) The rights and remedies of Sandia in this clause are in addition to any other rights and remedies provided by law or equity or under this lease.

**CL09 - COMPLIANCE WITH LAWS** Lessor shall comply with all federal, state, and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. Sandia will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the government.

**CL10 - DEFINITIONS** The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) 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.
- (b) Lease means this agreement which includes a cover page, a Section I, a Section II, and all other documents incorporated into this agreement by reference thereto.
- (c) Lessee means Sandia Corporation.
- (d) Lessor means the person or organization that has entered into this lease.
- (e) Premises means the subject of this lease as set forth in Section I of this lease.
- (f) Sandia means Sandia Corporation which manages and operates the Sandia National Laboratories under Contract No. DE-AC04-94AL85000 with the U.S. Department of Energy/National Nuclear Security Administration.
- (g) SCR means Sandia Contracting Representative, the only person authorized to negotiate, execute and/or administer this lease for Sandia.
- (h) SDR means Sandia Delegated Representative, the person(s) who has been delegated limited authority as defined in Section I of this lease.
- (i) Commencement date means the first day of the term.
- (j) "Contract" and "Contractor" means "lease" and "Lessor," respectively.

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(k) Delivery date means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to Sandia, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.

(l) Delivery time means the number of days provided by this lease for delivery of the premises to Sandia, as such number may be modified in accordance with the provisions of this lease.

(m) Excusable delays mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation: (1) acts of God or of the public enemy; (2) acts of the United States of America in either its sovereign or contractual capacity; (3) acts of another Contractor in the performance of a contract with Sandia; (4) fires; (5) floods; (6) epidemics; (7) quarantine restrictions; (8) strikes; (9) freight embargoes; (10) unusually severe weather; or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(n) Lessor shall provide means the Lessor shall furnish and install at Lessor's expense.

(o) Notice means written notice sent by certified or registered mail, express mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.

(p) Substantially complete and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for Sandia's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. A building, space, or facility is deemed substantially complete if it can be used or occupied for its intended purpose despite the fact that some items remain uncompleted.

(q) Work means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by Sandia as specified in this lease.

(r) Beneficial occupancy means the occupancy of an uncompleted but functionally usable building, structure, or facility for its intended purpose under circumstances that are advantageous to the occupant and which produce relatively little interference with the Contractor in completing construction or alterations. Prior to occupancy by the user, a written agreement between the Contractor and Sandia is executed, listing deficiencies, remaining work, and other conditions of occupancy that must be consummated.

(s) Operating cost means the expenses incurred by the Lessor as part of the operation and management of office buildings. The major costs include: interior and exterior cleaning; snow removal; maintenance of building systems; light bulb and tube replacement; replacement of minor parts to building systems; security

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systems and guard services; electricity for lighting and operation of mechanical systems; natural gas or oil for heating; water and sewage expenses; and payments for professional property management.

(t) BOMA usable square feet means the area where a tenant normally houses personnel and/or furniture.

(u) Rentable area means the area for which a tenant is charged rent. It is determined by measuring to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions. The rental space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. It does not include vertical building penetrations and their enclosing wall, such as stairs, elevator shafts, and vertical ducts.

**CL11 - ELECTRICAL AND MECHANICAL SYSTEMS** Lessor agrees to have the most energy efficient operation of the Heating, Ventilation and Air Conditioning (HVAC) equipment in the premises capable of maintaining temperatures between 65-70 degrees Fahrenheit during the heating season, and 76-80 degrees during the cooling season, regardless of outside temperatures, during the hours of operation specified in the lease. In addition, there shall be a means of setting back the thermostats during nonoperational times as specified in the lease (e.g., 60 degrees in winter, 80 degrees in summer). (a) Lessor agrees to maintain the landscape in the most water efficient manner by only planting drought tolerant plantings and to minimize irrigation when possible. Local watering restrictions shall be followed. (b) Lessor agrees to use the most water efficient plumbing fixtures (toilets, urinals, faucets) in the premises when replacement is required. At a minimum, new fixtures shall meet Energy Policy Act of 1992:

- (1) Toilets: 1.6 gallons per flush
- (2) Urinals: 1.0 gallons per flush
- (3) Faucets: 2.2 gallons per minute

In existing facilities, where it is feasible, change out the fixtures and/or flush valves to meet these criteria. In many locations, this can be accomplished via rebate programs. (c) Lessor shall be responsible for the total maintenance and repair of the premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Consider purchasing Energy Star™ products or products that are in the top twenty percent (20%) of their field in energy efficiency. Maintenance, testing, and inspection of appropriate equipment and systems must be done in

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accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all documentation of such maintenance and testing shall be forwarded to the SCR. Without any additional charge, Sandia reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, HVAC, etc. to ensure proper operation. These tests shall be witnessed by the Sandia Delegated Representative (SDR)".

**CL12 - ENTIRE AGREEMENT** Lessor and Sandia represent that the execution and delivery of this lease has not been induced by any promises, representations, warranties or other agreements, other than those specifically expressed. This lease embodies the entire understanding between the parties with respect to the subject matter described herein. This lease shall bind and inure to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and assigns.

**CL13 - FIRE AND CASUALTY DAMAGE** If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises uninhabitable, as determined by Sandia, Sandia shall be entitled to terminate the lease by giving written notice to the Lessor within fifteen (15) calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately on a prorata basis based on the percentage of the loss and the time period of the loss of use effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of government property caused by the willful or negligent act or omission of Lessor.

**CL14 - GOVERNMENT PERSONAL PROPERTY** The premises will contain personal property all of which is government property which shall be removed by Sandia at the conclusion of the lease. Lessor agrees to make no claims of any ownership or any interest in any government property.

**CL15 - HAZARDOUS MATERIALS** (a) The premises shall be free of hazardous materials according to applicable federal, state, and local environmental regulations, except those materials that may be brought to the premises by Sandia as part of its work at the premises. Sandia shall be responsible for proper handling and disposal of hazardous materials brought by Sandia onto the premises. (b) The premises shall be free of all asbestos containing materials, except undamaged asbestos flooring or undamaged boiler or pipe insulation, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented by Lessor. Copies of all documentation regarding the Lessor's asbestos abatement program for the

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premises shall be sent to the SCR. (c) If the premises are on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the premises for 2 to 3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 Pico Curies/liter. After the initial testing, a follow up test for a minimum of ninety (90) days using Alpha Track Detectors or Electret Ion Chambers must be completed. Copies of all documentation of these tests shall be sent to the SCR.

**CL16 - HEADINGS** The headings used in this lease are for reference purposes only and shall not be used to restrict the meaning or interpretation of the provisions of this lease.

**CL17 - JANITORIAL SERVICES** Lessor shall provide janitorial services for the premises, public areas, entrances, and all other common areas and provide replacement of supplies necessary for such janitorial services.

**CL18 - LIABILITY** It is mutually understood and agreed that the Lessor and Sandia shall not be liable for any damage or injury, to the person or property of Lessor, Sandia, any third party, or any of the Sandia's employees, guests, or invitees due to the act or negligence of any other person, or as may be caused by fire, water, steam, gas, snow, ice, frost, sewerage or electric current, or by the breaking, leaking or obstruction of pipes, or resulting from any other cause whatsoever. All government property which is placed on the premises by Sandia shall be at Sandia's sole risk. Sandia shall not be liable for any damage or loss to Lessor's premises except in the event of Sandia's tortious conduct proximately causing such damage to Lessor's property.

**CL19 - LIENS AND ENCUMBRANCES** Lessor agrees to hold Sandia harmless and indemnify Sandia from and against any and all liens or encumbrances that may attach to any government property by virtue of it being on the premises.

**CL20 - MODIFICATIONS** No modification of this lease shall be valid or binding upon any party, unless the modification is made in writing and signed by duly authorized representatives of both parties to this lease.

**CL21 - OCCUPANCY PERMIT** The Lessor shall provide to the SCR a valid Occupancy Permit for the intended use set forth in Section I of this lease. If the local jurisdiction does not issue occupancy permits, Lessor shall consult the SCR to determine if other documentation may be needed.

**CL22 - ORDER OF PRECEDENCE** Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Section I Lease Terms and Conditions, (2) SF 6432-CL, Section II Standard Terms and

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Conditions For Commercial Leases, and (3) incorporated by reference provisions of Section II

**CL23 - PAYMENTS** (a) Unless otherwise specified in Section I, invoices shall be submitted monthly for 1/12 of the fixed-price owed on this lease to be paid in the arrears. Unless otherwise provided, terms of payment shall be Net thirty (30) days from the receipt of Lessor's proper invoice. 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. (b) When space is offered and accepted, the usable square footage (USF) delivered will be confirmed by:

(1) Sandia's measurement of plans submitted by the successful Offeror as approved by Sandia, and an inspection of the space to verify that the delivered space is in conformance with such plans, or

(2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(c) Payment will not be made for space which is in excess of the amount of (USF) stated in the lease. (d) If it is determined that the amount of USF actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of usable space delivered and the annual rental will be adjusted as follows:

USF not delivered multiplied by the usable square foot (USF) rate equals the reduction in annual rent. The rate per usable square foot is determined by dividing the total annual rental by the usable square footage set forth in the lease.  $USF \text{ Not Delivered} \times \text{Rate per USF} = \text{Reduction in Annual Rent}$ .

**CL24 - PROHIBITED USES** Sandia agrees that Sandia's uses of the premises shall be in accordance with laws and regulations governing the uses of property in the jurisdiction in which the premises are located.

**CL25 - RIGHTS AND INTERESTS** All rights and interests resulting from this lease shall pass directly from the Lessor to the government. The premises shall be operated as government premises in accordance with this lease.

**CL26 - SANDIA ACCESS** Sandia shall have access to and use of the premises 24 hours per day for every day of the year. Sandia agrees to pay for excessive use of utilities consumed if ordered by the SCR in writing from Lessor at the negotiated cost set forth in Section I of this lease and billed to Sandia on a monthly basis within sixty (60) days of such actual excessive consumption.

**CL27 - SANDIA INGRESS AND EGRESS RIGHTS** Lessor agrees to grant sufficient rights of ingress and egress as to permit the intended use of the premises as contemplated in this lease.

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**CL28 - SANDIA SURRENDER OF LEASE** At the conclusion of the lease, Sandia agrees to remove any and all government property from Lessor's property, and return the premises to Lessor less ordinary wear and tear.

**CL29 - SUBCONTRACTING** All subcontracts shall be made in the name of the contractor and shall not bind nor purport to bind Sandia or shall not relieve Contractor of any obligation under this purchase order/contract. If Contractor subcontracts any work in the performance of this contract, Contractor shall incorporate into every such contract an appropriate set of Sandia Ts&Cs found at: <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> or may use the latest revision of SF6432-CI for the purchase of Commercial Items that are products or SF 6432-CS for commercial services, into any such subcontract.

**CL30 - SUPERINTENDENT** Lessor agrees to have a premises superintendent or a locally designated representative available to promptly correct deficiencies upon notification from the SDR.

**CL31 - TAXES** Lessor shall pay any taxes, use fees, or assessments levied against the premises by any governmental entity.

**CL32 - UTILITIES** The Lessor shall ensure that utilities necessary for operation of the premises are provided and all associated costs are included as a part of the established lease rate.

**CL33 - WAIVERS** No failure by either Lessor or Sandia to insist upon strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by Lessor or Sandia during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**CL34 - WARRANTIES OF TITLE AND QUIET POSSESSION** Lessor covenants that Lessor is the legal owner of premises and that Lessor has the right to make this lease and that Sandia shall enjoy quiet and peaceful possession of the premises during the term of this lease. Lessor expressly warrants that there are no other agreements in force that conflict with this lease. Lessor and any successors in interest shall agree not to enter into any arrangement that could interfere with Sandia's quiet and peaceful possession of the premises during the term of this lease. Lessor expressly warrants that the premises delivered under this lease are in accordance with the description set forth in Section I and compliant with all requirements of this lease.

**CL35 - ADDITIONAL TERMS AND CONDITIONS** This lease incorporates the following Federal Acquisition Regulation (FAR) clauses found at 48 CFR 52. et seq. and Department of Energy Acquisition Regulation (DEAR) clauses found at

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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). Where the FAR/DEAR clauses refer to Contractor, substitute Lessor. Upon request the SCR will make the full text available.

**CL36 - APPLY TO ALL LEASES**

FAR 52.222-26 Equal Opportunity (E.O. 11246)  
FAR 52.222-36 Affirmative Action for Workers with Disabilities (29 U.S.C. 793)  
FAR 52.244-6 Subcontracts for Commercial Items

**CL37 – APPLY TO LEASES EXCEEDING \$3,000**

FAR 52.222-54 Employment Eligibility Verification

**CL38 – APPLY TO LEASES IF \$25,000 OR MORE**

DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites

**CL39 – APPLY TO LEASES EXCEEDING \$30,000**

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

**CL40 – APPLY TO LEASES EXCEEDING \$100,000**

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity  
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  
FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees

**CL41 – APPLY TO LEASES EXCEEDING \$5,000,000**

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

**CL42 - APPLY TO ALL PREMISES**

DEAR 952.204-2 Security Requirements  
DEAR 952.223-72 Radiation Protection and Nuclear Critically  
DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records  
DEAR 952.203-70 Whistleblower Protection For Contractor Employees  
DEAR 970.5223-1 Integration of Environment, Safety and Health into Work Planning and Execution. Lessor may use the Sandia ISMS or tailor the Integrated Safety Management System (ISMS) standard form set forth at

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<http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> pdf to the particular lease requirements, to be approved by the SDR prior to beginning any work.

**CL43 - VISITOR ACCESS TO PREMISES** The SDR shall establish and administer the provisions of visitor access and control for the premises.

**CL44 - VISITOR ACCESS REQUIREMENTS** Permission to enter the premises shall at all times be subject to all laws, regulations, and premises access rules for the premises. The requirements include but are not limited to, all of the requirements set forth in this section for any work to be performed in the premises. To obtain access to such premises, Lessor shall write a letter to the SDR or the SCR stating the company designation to be used by Lessor and each subcontractor and furnishing the following information on each individual requiring access to the premises: name, date of birth, and citizenship status. Access will be granted for the period of performance of the work only. Lessor shall withdraw and replace any individual, including any subcontractor employee, assigned to perform work under this lease, who in the judgment of Sandia is to be denied access to the premises. Lessor 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 the premises by the Lessor and its subcontractors of any tier, pursuant to access granted under this clause, shall be limited to work required by this lease to be performed on such premises. THE USE OF THE ACCESS PRIVILEGE FOR ANY PURPOSE OTHER THAN TO PERFORM WORK UNDER THIS LEASE IS PROHIBITED AND MAY BE GROUNDS FOR TERMINATING THIS LEASE FOR 10 DEFAULT OR FOR FINDING THAT AN INDIVIDUAL IS UNACCEPTABLE FOR FUTURE ACCESS.

**CL45 - CITIZENSHIP STATUS** All personnel of the Lessor and its subcontractors who require access to the premises must be United States citizens, or foreign nationals who are legal aliens or have the required authorization to perform work in the United States.

**CL46 - ENVIRONMENTAL, SAFETY, AND HEALTH (ES&H) SERVICES** Lessor shall provide all ES&H services for Lessor or Lessor subcontractor employees performing work in the premises.

**CL47 - HAZARDOUS MATERIALS HANDLING** For leases that require the performance of work in the premises, the Lessor shall coordinate with the SDR all activities associated with the acquisition (including reporting hazardous

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materials used in the premises, handling, storage, accidental spills, and/or disposal of hazardous materials and/or waste. The Lessor shall notify the SDR of all hazardous and/or radioactive waste generated during performance of work. Such materials become Sandia-owned waste and the Lessor shall notify the SDR for proper disposal by Sandia. Lessor's assistance in disposal may be required by Sandia.

**CL48 - HAZARDOUS MATERIALS REMOVAL** Those hazardous materials brought in to the premises by the Lessor 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 Lessor and shall be removed from the premises 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 Lessor and shall also be removed.

**CL49 - VEHICLE MARKINGS** All vehicles used by either the Lessor or its subcontractors in and around the premises shall be marked clearly to indicate company name of user. Vehicles which do not bear permanent markings may be temporarily marked as follows. Signs, no longer than the vehicle door is wide, with a white or lighter background, showing the Lessor's name in one inch high, or larger, dark colored letters, may be temporarily attached to the vehicle's front door panels so that the signs appear in the approximate center of each door panel.

**CL50 - ACCESS TO SANDIA INFORMATION** Lessor or subcontractor personnel who enter the premises may be exposed to Sandia or third party information and as part of the access requirements shall cause each person assigned to work in the premises to execute a proprietary information agreement that will be furnished by the SDR to Lessor or their subcontractors before such persons will be allowed to enter the premises.

**CL51 - GOVERNMENT PERSONAL PROPERTY PROTECTION** All personal property, equipment and materials on the premises are government owned. Acts of theft, illegal possession and unlawful destruction or use of government property are violations punishable under Federal laws. Every user of government property is responsible for its physical protection and for reporting to the SDR immediately the loss, theft, destruction, or damage of such property.

**CL52 - CLASSIFIED INFORMATION ACCESS REQUIREMENTS**  
DEAR 952.204-70 Classification/Declassification

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**CL53 - 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. Please contact your buying representative for additional information.

**CL54 - PROGRESSIVE OCCUPANCY** Sandia shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by Sandia. Sandia shall pay rent commencing with the first business day following substantial completion of the entire premise unless Sandia has elected to occupy the leased premises incrementally. In case of incremental occupancy, Sandia shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**CL55 - ACCEPTANCE OF SPACE** (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the SCR. The SCR or designated representative shall promptly inspect the space. (b) Sandia will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required usable square footage as indicated in the Request for Proposals.

**CL56 - FAILURE IN PERFORMANCE** The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease when such failure remains uncured for a period of ten (10) days after receipt of notice of the failure Sandia may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to Sandia including all administrative costs. If Sandia elects to perform any such requirement, Sandia and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall

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afford and facilitate such access. Alternatively, Sandia may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by Sandia under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

**CL57 - SPRINKLER SYSTEM** (a) Below-grade space to be occupied by Sandia and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. (b) If offered space is three (3) stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if: (1) offered space is 5 stories or less above grade, (2) the total Sandia leased space in the building (all leases combined) will be less than 35,000 square feet, and (3) the building is sprinklered, this documentation is not required. (c) If offered space is six (6) stories or more above grade, additional fire and life safety requirements may apply. Therefore, the Offeror must advise Sandia in its offer whether or not the offered space or any part thereof, is on or above the sixth floor of the offered building.

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