

**SANDIA CORPORATION  
SF 6432-CO (01-02)  
SECTION II**

**STANDARD TERMS AND CONDITIONS FOR CONSULTANT AND OTHER  
PROFESSIONAL PROVIDER SERVICE CONTRACTS**

**THE FOLLOWING CLAUSES APPLY TO REQUESTS FOR QUOTATION AND CONTRACTS 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.**

**CO01 - ACCEPTANCE OF TERMS AND CONDITIONS** Contractor, by signing this Contract and/or delivering Items or services ordered under this Contract, agrees to comply with all the terms and conditions and all specifications and other documents that this Contract incorporated by reference or attachment. Sandia hereby objects to any terms and conditions 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.

**CO02 - 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 Federal jurisdiction 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.

**CO03 - ASSIGNMENT** Contractor shall not assign rights or obligations to third parties without the prior written consent of Sandia. However, the Contractor may assign rights to be paid amounts due or to become due if Sandia is promptly furnished an executed Assignment of Payments form. Administration of this Agreement may be transferred from Sandia to DOE or its designee, and in case of such transfer and notice thereof to the Contractor, Sandia shall have no further responsibilities hereunder.

**CO04 - BANKRUPTCY** If the Contractor enters into any proceeding relating to bankruptcy, it shall give written notice to the SCR responsible for this Contract within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the Contract numbers for which final payment has not been made.

**CO05 - CHANGES** The SCR may at any time, by written notice, make changes to the Statement of Work of this Contract. If any such change causes a difference in the cost of, or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Contract signed by both parties. Any claim for adjustment by Contractor must be made within 30 days from the date of receipt of Sandia's change notice, although Sandia in its sole discretion may receive and act upon any claim for adjustment at any time before final payment. Nothing in this clause, including any dispute with Sandia about the equitable adjustment, shall excuse Contractor from proceeding with the Contract as changed.

**CO06 - COMPENSATION (a) Hourly Rate.** Contractor shall be paid as follows: (1) The amounts computed by multiplying the appropriate hourly rate, or rates, set forth in Section I by the number of direct labor hours performed, which rates shall include wages, indirect cost, general and administrative expense and profit; provided, however, that the fractional parts of an hour shall be payable on a prorated basis. Total time invoiced to Sandia pursuant to the rates set forth in Section I of this contract shall be recorded on readily auditable and certified correct time records. Each time record shall bear the name of the individual, occupational classification, dates and hours worked. (b) **Daily Rate:** Sandia will pay the Contractor the daily rate, if any, stipulated in the Contract for each full day of service the Contractor renders hereunder, including authorized travel time as specified in below. "Full day of service" means the rendering of services for an amount of time which effectively interrupts the individual's ordinary pursuits for substantially an entire day. The standard "day" for work or travel is eight hours. Where parts of a day are involved and the individual can follow his usual business or profession during the rest of the day, Sandia will pay for the period of service approximating the number of hours the Contractor is kept from ordinary pursuits. Payment for eight hours in any one-day including travel time is the maximum allowed, even though the Contractor's work is in excess of eight hours. The Contractor shall furnish with each invoice a statement (on Sandia form) or such other reasonable proof as Sandia may require setting forth actual time spent in the performance of services under this Contract. Should Contractor require assistance of any kind necessitating the expenditure of funds while rendering services under this Contract, Sandia shall be advised thereof in advance. If Sandia concurs with his/her recommendation, Sandia will either supply what is needed directly or agree in writing to reimbursement for materials purchased by the Contractor. (c) **Living Expenses.** Contractor will be reimbursed for costs incurred for lodging, meals and incidental expenses. These costs shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as prescribed by the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (P.L. 99-234). Per diem rate schedules prescribed above, shall be made available to the Contractor by the SCR when the Contract is finalized. (d) **Travel.** (1) Any travel outside the United States by the Contractor,

in connection with work under this Contract, requires advance written approval by the SCR. (2) Authorized Travel: Reimbursement will be limited to airfare costs of the lowest customary standard, coach or equivalent airfare offered during normal business hours. (3) If an hourly rate is stipulated in the Contract authorized travel time for which Contractor will be paid is defined as follows: (i) When Scheduled Airline Transportation is Available, Whether or Not it is Utilized. Payment will be based on scheduled air travel time by most direct route between airport at point of origin and airport at destination where service will be performed, and return; time to be calculated upward to the nearest half hour. In addition, actual time for travel to and from the airports, calculated upward to the nearest half hour, may be added not to exceed four hours for the entire round trip. (ii) When Scheduled Airline Transportation is not available. One hour of time will be allowed for each forty miles of distance traveled between points where air travel is not regularly scheduled, not to exceed actual time en route. (iii) Delay En route. Delay en route, for any reason, will not be considered in computing payment for travel time.

**CO07- COMPLIANCE WITH LAWS** Contractor shall comply with all applicable laws, codes, regulations, ordinances or other legal requirements of the country, and any subdivision thereof in which Contractor is an established business entity and/or in which any work under this Contract is performed.

**CO08 - CONFLICTS OF INTEREST** Contractor certifies that neither Contractor nor any principal member of Contractor is a government official, an official of a political party, a candidate for political office; an officer, director, employee or affiliate of any customer or potential customer of Sandia; and that Contractor nor any principal member of Contractor has been convicted of or pleaded guilty to any offense involving fraud, corruption or moral turpitude and is not currently listed by any government agency as debarred, suspended, proposed for suspension or debarment or otherwise ineligible for government procurement programs.

**CO09 - 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.

**CO10 - DEFINITIONS** The following terms shall have the meanings set forth below for all purposes of this contract.

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

**(b) GOVERNMENT** means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.

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

**(d) 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.

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

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

**(g) SUBCONTRACT** means any lower tier contract under this Contract.

**CO11 - ETHICS AND BUSINESS CONDUCT** Contractor acknowledges receipt of a copy of Sandia's "Code of Ethics and Business Conduct, Setting the Standard" and by execution of this Contract, Contractor warrants and certifies that it fully understands Sandia's policy with respect to the Statement of Work for this Contract, and that Contractor will do nothing in the performance of this Contract which will be in conflict with Sandia's Code of Ethics and Business Conduct.

**CO12 - EXPORT CONTROL** Information, data or materials sent to Contractor under this Contract may be export controlled. Contractor warrants that is familiar with and will comply with all export control laws, regulations, and administrative requirements applicable to this Contract, such as but not limited to ITAR and EAR. As required by federal laws and regulations, the Contractor shall obtain any license required before passing any such information, data or materials to any foreign national inside or outside the United States.

**CO13 - GRATUITIES OR KICKBACKS** No gratuities (in the form of entertainment, gifts, or otherwise) or kickbacks shall be offered or given by Contractor, to any employee of Sandia with a view toward securing favorable treatment as a supplier. Contractor shall not accept for or otherwise assist and employee of Sandia in transferring anything of value to any foreign government official of any country, with a view toward obtaining, retaining or facilitating any business with any government.

**CO14 - INDEPENDENT CONTRACTOR** It is understood and agreed that Contractor has entered into the Contract as an independent Contractor and that nothing in the Contract shall be construed as creating any other relationship between Contractor and Sandia. Accordingly, Contractor is not authorized to represent Sandia in any way or to bind Sandia by any promise, contract or obligation.

**CO15 - INSPECTION AND ACCEPTANCE** Sandia and the Government may inspect all deliverables at reasonable times and places, including, when practicable, during manufacture and before shipment. Contractor shall provide all information, facilities and assistance necessary for safe and convenient inspection without additional charge. No inspection shall relieve Contractor of its obligations to furnish all Items in accordance with the requirements of this Contract. Sandia's final inspection and final acceptance shall be at destination. Contractor shall not re-tender rejected Items without disclosing the corrective actions taken.

**CO16 - 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.

**CO17 - ORDER OF PRECEDENCE** Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Signature page of this Contract; (2) Section I of this Contract; and (3) SF 6432-CO, Section II.

**CO18 -PAYMENTS** (a) Payments on Account of Allowable Costs. Once each month (or at more frequent intervals, if approved by the SCR) the Contractor shall submit to Sandia National Laboratories, Accounts Payable Department, in such form and reasonable detail as may be required by the SCR, an invoice or voucher supported by a statement of costs incurred by the Contractor in the performance of this Contract and claimed to constitute allowable costs. Discount time will be computed from the date correct invoice or voucher is received in the office specified in the Contract, or date of completion of work under this Contract, 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. Sandia may take Contract or invoice prompt payment discount. Any travel outside the United States by Contractor personnel, in connection with work under this Contract, requires advance written approval by the SCR. (b) Audit Adjustments. At any time or times prior to settlement under this Contract the SCR may have invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the SCR, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers. (c) Completion Voucher. On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this Contract (including, without limitation, the provisions relating to patents and provisions below). Sandia shall promptly pay to the Contractor any balance of allowable cost. The completion invoice or voucher

shall be submitted by the Contractor promptly following completion of the work under this Contract but in no event later than 60 days (unless the SCR grants a further specific period of time) from the date of such completion.

**CO19 - PERFORMANCE EVALUATION PROGRAM** In keeping with SNL's goals of continuous improvement, and promoting and creating an environment for superior Contractor performance, SNL 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 SNL is a candidate for evaluation under this program.

**CO20 - PROHIBITED ACTIVITIES** Contractor shall not engage in any activity in any way related to obtaining, retaining, or facilitating business or business opportunities for Sandia inside or outside the United States. At no time during performance of this Contract shall the Contractor say or do anything that suggests that Contractor is acting for or on behalf of Sandia. The Contractor shall not have any contacts with any customer or potential customer to discuss any Sandia capability or technology that may be transferred to any party, whether U.S. or foreign. The Contractor shall not transfer or offer to transfer anything of value to any employee, officer or representative of any customer or potential customer of Sandia for any purpose related to any Sandia activity or performance of this Contract. Contractor shall not have any interface with any present or potential federal, state, municipal, or local government customers or commercial customers, or federal, state, municipal or local legislators or legislative personnel for the purpose of obtaining or retaining business for Sandia Corporation.

**CO21 - PRICE-ANDERSON AMENDMENTS ACT (PAAA) (a) Regulatory Liability** If the item(s) or service(s) required by the Purchase Order is related to nuclear or radiological safety, then the item(s) or service(s) are regulated by the Department of Energy (DOE) 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 Purchase Order requirements into all Supplier-issued procurement documents. Flow-down of purchase order 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 an Agreement with the Nuclear Regulatory Commission. (Upon request the Sandia Contracting Representative (SCR) will make the RPPM available)

**CO22 - TM20 - QUALITY ASSURANCE PROGRAM** If Section I of this contract includes clause 109-QSP- Quality Significant Purchase the Contractor shall have

a Quality Assurance (QA) program which provides for control of activities affecting quality of the item(s) or service(s) specified in the 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 414.1A located at

<http://www.directives.doe.gov/serieslist.html>

**CO23- RELEASE OF INFORMATION** No information relating to this Contract shall be released to any third parties, 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.

**CO24 - REPORTS REQUIRED BY THIS CONTRACT** Final reports following completion of the work required by this contract and interim reports as may be required by this contract constitute deliverables under this contract and shall be submitted in an electronic format such as Microsoft Word or other format commonly used at Sandia along with any paper format required by this contract and shall be submitted on 3.5 inch floppy disk, CD ROM or other media requested by the SDR.

**CO25 - RIGHTS AND INTERESTS** All rights and interests resulting from this Contract shall pass directly from the Contractor to the Government upon inspection and final acceptance by Sandia. FAR 52.227-17 Rights in Data, Special Works is applicable to any and all deliverables that are copyrightable works.

**CO26 - 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 any third party except when necessary in the performance of this Contract.

**CO27 - SUBCONTRACTS** Contractor agrees not to subcontract without the advanced written approval of the SCR to subcontract to a particular subcontractor. All subcontracts shall include all clauses incorporated into this Contract suitably modified to reflect the parties contracting.

**CO28 - 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 Contractor's Permit Number OH-98033576. Purchases made under this Contract are exempt from California Sales and Use Taxes if performance occurs in California.

**CO29 - 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 amendments or modifications shall be binding on Sandia unless set forth in writing signed by the SCR for Sandia. No terms and conditions appearing on any form originated by the Contractor shall be applicable.

**CO30 - TIMELY PERFORMANCE** Contractor's timely performance is a critical element of this Contract. Contractor shall not make delivery in advance of the scheduled delivery date without advance written approval of the SCR. If Contractor becomes aware of difficulty in performing this Contract, Contractor shall timely notify Sandia in writing, giving pertinent details.

**CO31 - WAIVER.** 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.

**CO32 - 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 Contract shall have a rightful transfer of good title thereto and are delivered free of any rightful claims of any third person by way of infringement of any intellectual property right. The warranty shall begin upon final acceptance of conforming Items and extend for a period of 365 days. If any nonconformity is discovered in that time, Contractor shall promptly repair, replace, or reperform such Items at Contractor's election. Transportation of replacement Items and return of nonconforming Items and repeat performance of services shall be at Contractor's expense. Sandia shall notify Contractor of such nonconformity within a reasonable time after discovery, and Contractor shall notify Sandia of whether it chooses to make repairs or replacements within a reasonable time after Sandia's notice of nonconformity. If repair or replacement or reperformance of services is not timely, Sandia may elect to return the nonconforming Items or repair or replace them or reprocur the services at Contractor's expense.

**CO33 - 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.

**CO34 - APPLY TO CONTRACTS AT ANY VALUE**

FAR 52.222-1 Notice to the Government of Labor Disputes

FAR 52.222-26 Equal Opportunity (E.O. 11246)

FAR 52.223-3 Hazardous Material Identification And Material Safety Data with Alt.I

FAR 52.225-11 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 52.230-2 Cost Accounting Standards

FAR 52.242-6 Stop Work Order

FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components

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 52.246-16 Responsibility for Supplies

FAR 52.249-2 Termination For Convenience

FAR 52.249-8 Termination For Default

DEAR 952.204-2 Security DEAR 952.247-70 Foreign Travel

DEAR 952.250-70 Nuclear Hazards Indemnity Agreement

DEAR 970.5204-9 Accounts, Records and Inspections

DEAR 970.5204-11 Changes

DEAR 970.5204-19 Printing

DEAR 970.5204-33(a) Defense Priorities and Allocations System. This Clause applies only if the Signature Page designates a Government Priority.

DEAR 970.5204-50 Cost and Schedule Control Systems

**CO35 - APPLY TO CONTRACTS EXCEEDING \$2500**

FAR 52.222-41 Service Contract Act of 1965 as Amended

**CO36 - APPLY TO CONTRACTS EXCEEDING \$10,000**

FAR 52.222-20 Walsh Healy Public Contracts ACT

FAR 52.222-21 Prohibition of Segregated Facilities

FAR 52.222-35 Affirmative Action for Disabled and Veterans of The Vietnam Era (38 U.S.C. 2012(a),

FAR 52.222-36 Affirmative Action for Workers With Disabilities (29 U.S.C. 793)

DEAR 970.5203-3 Buy American Act

**CO37 - 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 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

**CO38 - 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 52.215-43 Audit - Commercial Items

FAR 52.219-8 Utilization of Small, Business Concerns

FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

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

FAR 52.227-2 Notice of Assistance Regarding Patent and Copyright Infringement

FAR 52.227-6 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.

FAR 52.242-14 Suspension of Work

FAR 52.242-15 Stop Work Order

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

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.

**CO39 - APPLY TO CONTRACTS EXCEEDING \$500,000**

FAR 52.219-9 Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan

FAR 52.219-16 Liquidated Damages - Subcontracting Plan

FAR 52.230-2 Cost Accounting Standards

FAR 52.230-6 Administration of Cost Accounting Standards

DEAR 952.226-74 Displaced Employee Hiring Preference

DEAR 970-5204-77 Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993

**CO40 - 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

**CO41 - APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION**

DEAR 952.204-70 Classification/Declassification

DEAR 952.204-74 Foreign Ownership, Control, or Influence of Contractor

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

**CO42 - APPLY TO ALL CONTRACTS WHICH INCLUDE ANY EXPERIMENTAL, RESEARCH, DEVELOPMENTAL, OR DEMONSTRATION WORK**

FAR 52-227-16 Additional Data Requirements

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

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 970.5204-82 Rights in Data-Facilities 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.

**CO43 - APPLY TO ALL CONTRACTS WHERE ANY WORK WILL BE PERFORMED ON A GOVERNMENT SITE**

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 Government sites

DEAR 970.5204-59 Whistleblower Protection

**CLAUSES CO44 THROUGH CO53 APPLY TO ALL CONTRACTS WHERE ANY WORK WILL BE PERFORMED ON A GOVERNMENT SITE**

**CO44 - 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. **CO452 - 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.

**CO46 - ES&H REQUIREMENTS (a). Service Providers:** Sandia-Directed work, Sandia shall provide those workers with any and all necessary safety authorization documents, personal protective equipment, industrial hygiene monitoring, medical surveillance, and radiation protection services. For Contractor employees performing Contractor-Directed work, Contractor shall provide its workers with all ES&H services, with the exception of Contractor employees performing Contractor-Directed work on Government sites for whom Sandia shall provide radiation dosimetry services and survey of record, as appropriate. **(b). Training Requirements:** Any contractor personnel who will enter a Government site to perform work shall have completed all of the ES&H training required by the Statement of Work 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.

**CO47 - 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 comingling with hazardous items are owned by the Contractor and shall also be removed.

**CO48 - 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.

**CO49 - 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. 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 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 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.

**CO50 - TERMINATION OR REASSIGNMENT OF PERSONNEL** The Contractor shall (i) 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 five days of termination or reassignment.

**CO51 - 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.

**CO520 - 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.

**NOTE: Although some of the FAR and DEAR clauses listed above have been deleted or the numbering has changed they are required by Sandia's prime contract with the department of energy. These clauses may be accessed in full text at Sandia's website located at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html>**