



Sandia National Laboratories

Operated by Sandia Corporation

Procurement Organization 8534

P O Box 969 MS9116

Livermore, CA 94551-0969

DOCUMENT NUMBER A0273

Document Date 01/29/97

This is an As-ordered Agreement on a Cost No Fee basis between Sandia Corporation and the Contractor noted below.

CONTRACTOR:

THE REGENTS OF THE UNIV. OF CALIFORNIA
OFFICE OF THE VICE CHANCELLOR-RESEARCH
ATTN: JESSE PHELAN
410 MRAK HALL
DAVIS, CA 95616-8671

This Agreement includes the terms on this Signature Page and:

1. Section I dated 01/29/97
2. Section II & III SF 6432-CR (04-95) - in Contractor's possession - and no other terms except as expressly agreed to in writing.

NO SHIPMENT

INVOICE IN DUPLICATE TO:
Sandia National Laboratories
Accounts Payable MS0154
PO Box 5130 for A0273
Albuquerque, NM 87185-5130
FOR PAY STATUS CALL (505) 845-9600

PAYMENT TERMS: Net 30 Days.

For additional copies of Section II, contact the Sandia Contracting Representative.

Correspondence for the Sandia Contracting Representative should go to JOHN G. BEITIA, Procurement Organization 8534, P O Box 969 MS9116, Livermore, CA 94551-0969.

Page 1 - Clause 2: The period of performance is corrected to read January 31, 2007.

Page 28 - Clause 20: Under Section III Clauses, 302-RD RIGHTS IN DATA is deleted in accordance with Clause 14 on Page 18.

This Agreement is effective on the above document date provided Contractor accepts the Agreement terms by signing the copy of this Signature Page, and returning it to the Sandia Contracting Representative.

JOHN G. BEITIA
SANDIA CONTRACTING REPRESENTATIVE
(510) 294-2305 FAX (510) 294-3331

AUTHORIZED CONTRACTOR REPRESENTATIVE DATE

Name _____

Title _____

Phone (____) _____ Fax _____

CONTRACTOR I

SECTION I

This is a nonexclusive AOA under which Sandia may issue Orders for Contractor furnished personnel, equipment, material, and facilities to accomplish the work defined in said Orders. The terms and conditions of this AOA shall form a part of each Order. All Orders will bear both the AOA number and an Order number. The Contractor shall mark all invoices and correspondence with both the Order and AOA numbers.

The terms of issuance of Orders shall be from the date of this AOA for a period of ten (10) years. Expiration of this AOA's term shall not affect any outstanding Orders.

Wherever used throughout this AOA and any documents incorporated by reference, the word "Contract" shall be deemed to mean "Order."

CLAUSE 1 - STATEMENT OF WORK

The Contractor shall furnish, on an individually authorized basis, qualified personnel, equipment, material and facilities to perform work described in each statement of work as specifically called for on Orders issued by Sandia. Specific tasks, clearance requirements, if any, Sandia controlled material or equipment, if applicable, milestones, controls, and contract deliverables shall be identified in each order, as issued by the Sandia Contracting Representative (SCR). All orders and amendments thereto will be written in a format the same as or similar to that shown by Attachment I titled SAMPLE ORDER.

Deliverables

Deliverables may consist of reports, letters, data, information, materials, and other forms of presentation, as appropriate. Each Order shall specify the deliverables, milestones, due dates, and distribution of same.

CLAUSE 2 - PERIOD OF PERFORMANCE

The Period of Performance shall commence on February 1, 1997 and shall end on January 31, 2006.

The period of performance for this As Ordered Agreement shall be ten (10) years.

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SECTION I

CLAUSE 3 - ESTIMATED CEILING VALUE *

Estimated Ceiling Value: \$4,000,000.00 (see *)

- * This AOA is non-funded, therefore it has no estimated cost. Each order placed under this AOA will be funded and will contain an estimated cost which the Contractor is not authorized to exceed. The total cost of all Orders placed against this AOA may not exceed the Estimated Ceiling Value. See Section II Article A30 title PAYMENTS.

CLAUSE 4 - BILLING - ALBUQUERQUE

Billings shall be submitted only once monthly in arrears and shall include:

1. The AOA number.
2. The order number.
3. Direct and indirect costs incurred for the previous billing period, broken down by line items (direct costs items typically being salaries, materials and services, equipment, travel, and consultants).
4. Acquired property, if applicable under Clause 8 of this AOA, accompanied by Form SF 6110 AA.
5. For both Albuquerque and Livermore Orders, mail original and one copy of each invoice to:

Sandia National Laboratories
Payment Processing Dept. 10504
P. O. Box 5130
Albuquerque, NM 87185-5130

CLAUSE 5 - TRAVEL AND SUBSISTENCE

Sandia anticipates that some travel may be required in the performance of this contract. Office of Management and Budget (OMB) Circular A-21 shall apply to all travel under this contract. OMB A-21 provides in part:

- Travel costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent

SECTION I

with those normally allowed the institution in its regular operations.

CLAUSE 6 - ORDER PLACEMENT PROCEDURE

As work to be accomplished under Orders against this AOA is identified, Sandia will request and the Contractor will furnish labor and materials to accomplish the work in accordance with the following procedure.

1. The Contractor may submit unsolicited proposals or Sandia shall provide a Request For Quotation (RFQ) which will include the Statement of Work (SOW) describing the work to be performed, the name of the Principal Investigator (PI), the security classification and deliverables. The RFQ will also include any other unique contractual provisions such as the furnishing of Sandia Furnished Property (SFP).
2. The Contractor shall furnish within twenty (20) working days a detailed Budget proposal (cost breakdown). As a minimum, the Budget proposal must include the name of the PI, a listing of labor categories (if applicable), number of proposed hours/or percent of time for the PI and each labor category, material/supplies, property, travel, computing, postage and telephone estimate, if any, and indirect costs.
3. Sandia will evaluate the Contractor's Budget proposal. When Sandia determines that the Contractor's Budget proposal is acceptable, the SCR will place a written AOA Order. If the SCR and the Contractor cannot reach agreement, the SCR will cancel the RFQ.
4. Work shall not proceed on any AOA Order until the foregoing procedures have been completed and the SCR has provided to the Contractor a signed AOA Order.
5. The Contractor shall track the cost, schedule and technical progress status of each Order issued under this AOA. All changes to the Budget (i.e. re-budgeting that is more than 20% of the total budget) shall be approved by the Sandia Delegated Representative (SDR).
6. In the event the Contractor becomes aware of any situation which might interfere with the accomplishment of the required work, the Contractor shall immediately notify the SDR, and if necessary the SCR.

SECTION I

7. The Contractor shall notify the SDR when 75% of each Order's funding limitation has been expended. The Contractor **shall not** exceed the agreed-upon Budget estimate without prior approval by the SCR. **If the Contractor exceeds the agreed-upon Budget estimate without prior SCR approval all accumulated costs above the Order's funding will be performed at the Contractor's own risk and expense.**
8. Sandia furnished or Contractor acquired property (as defined by OMB-Circular A-21) shall be listed in the property schedule of each AOA Order. Property requirements, for individual Orders, shall be included in the University's Budget estimate for each Order. **Contractor shall not acquire property unless property is specifically authorized and listed in the individual Order.** The title to all property furnished, purchased or acquired under this AOA and its Orders vests in the U.S. Government.

CLAUSE 7 - ACQUISITION OR FABRICATION OF PROPERTY OF SANDIA AND THE GOVERNMENT - 506-AF (11-92)

(a) "Property" as used in this clause, means all property both real and personal as defined in Federal Acquisition Regulation Part 45. It includes: facilities, material, special tooling (such as jigs, dies, fixtures, molds, patterns, taps, and gauges), and special test equipment.

(b) Contractor is authorized to acquire and/or fabricate property in performance of this contract as described elsewhere in this contract.

(c) Contractor shall identify all property described under Paragraph (b) herein and maintain inventory records on this property in accordance with provisions of Clause A60 entitled, "Property," contained in Section II of this contract: provided, however, that the value of capital property shall be defined as \$25,000 or more.

(d) Contractor shall promptly report the acquisition and/or fabrication of all property described under Paragraph (b) herein, whether acquired by the contractor or by a subcontractor of any tier, by: (i) completing Sandia Form SF 6110-AA and mailing it to the SCR within 30 days of any such acquisition and/or fabrication, (ii) separating amounts invoiced for such acquisition and/or fabrication on Contractor's invoices submitted to Sandia; and (iii) sending 1 copy of all invoices containing billings for such acquisitions and/or fabrications to the SCR.

(e) Sandia may conduct inventories verifying the presence and condition of property described under Paragraph (b) herein in

SECTION I

accordance with the provisions of Clause A60 entitled, "Property," contained in Section II of this contract.

(f) Contractor shall conduct an annual inventory of all property described under Paragraph (b) herein when requested by the SCR.

(g) Contractor shall deliver all property described under Paragraph (b) herein to Sandia when this contract is fully performed unless Contractor is directed, in writing, by the SCR to make other disposition of the property. Contractor shall notify the SCR in writing when the property is sent to Sandia or disposed of in accordance with the SCR's written instructions.

(h) Contractor's failure to comply with this Clause may result in Sandia reducing payments made under this contract by the value of property described in Paragraph (b) herein that has previously been paid for by Sandia.

(i) Contractor shall include the provisions of this clause including this paragraph in any subcontracts of any tier.

CLAUSE 8 - DISPOSITION OF SANDIA-FURNISHED PROPERTY - 516-KSP

The funds obligated herein shall include the total cost to both properly safeguard and protect all such property, reusable shipping containers, and packaging material as well as funds to adequately package, protect, and ship the property. The Contractor shall assure prompt and safe disposition, as directed by the SCR, of all accountable Sandia-Furnished Property (SFP) that is controlled by the Contractor under this contract. Unless otherwise directed, the property shall be shipped FOB Destination to the address below, to arrive at Sandia no later than thirty (30) calendar days after the expiration of the contract period of performance, as amended. Sandia may withhold final payment or an appropriate amount of consideration until final disposition of all SFP is effected. Sandia Traffic Section (510-294-2283) must be contacted for instructions prior to shipment.

Sandia National Laboratories
Receiving Section, Bldg. 928
Attn: Property Control, AOA A0264 Order No. _____
7011 East Avenue
Livermore, CA 9455

SECTION I

CLAUSE 9 - (I) SAFETY, HEALTH, ENVIRONMENT, PROPERTY AND FIRE PROTECTION; (II) ACCESS TO SANDIA AND GOVERNMENT-CONTROLLED PREMISES; (III) LIABILITY; (IV) CONTRACTOR OR SUBCONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES; (V) OTHER SAFETY PROVISIONS - 606-LI (07-93)

A. The following clause is hereby deleted from Section II, SF 6432: Clause A67 entitled (I) Safety, Health, and Environment, Property, and Fire Protection; (II) Access to Sandia and Government-Controlled Premises; (III) Liability; (IV) Contractor or Subcontractor Use of Government-Owned Vehicles; (V) Other Safety Provisions.

B. The following clause is hereby incorporated into and made a part of this contract.

All provisions of this Clause shall apply when the work to be performed under this contract requires Contractor or Subcontractors to have access to Sandia or Government controlled premises, or to operate Government owned vehicles. The Contractor shall comply with the provisions set forth in Paragraphs (I) through (V) of this Clause and shall include the provisions of this Clause including this preamble in any subcontracts of any tier. The Contractor shall be responsible for compliance by any subcontractor of any tier or lower tier subcontractor with the provisions of this Clause.

I. SAFETY, HEALTH, ENVIRONMENT, PROPERTY AND FIRE PROTECTION

(a) The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the environment and the property, safety and health of Contractors, Sandia and DOE employees, visitors to Sandia and members of the public, and shall comply with all applicable environmental, safety and health laws, rules and regulations, as amended, of the Federal, State, and local governments and DOE and Sandia. These rules and regulations include but are not limited to the (i) Clean Air Act; (ii) Clean Water Act; (iii) Resource Conservation and Recovery Act; (iv) Comprehensive Environmental Response, Compensation, and Liability Act; (v) Hazardous and Solid Waste Act; (vi) Toxic Substance Control Act; (vii) Emergency Planning and Community Right to Know Act; (viii) Federal Insecticide, Fungicide and Rodenticide Act; (ix) Safe Drinking Water Act; (x) Occupational Safety and Health Act; (xi) Hazardous Materials Transportation Act; and (xii) DOE Orders 1540.1, 4300.1B, 5000.3A, 5440.1D, 5480.4, 5482.1B, 5483.1A, 5484.1, 5820.2A, and 5480.1B, as amended.

(b) The Contractor shall determine and strictly adhere to any safety rules, regulations, access restrictions and emergency egress procedures which are unique to the Contractor's Sandia work location. These unique rules, regulations, access restrictions and emergency

SECTION I

egress procedures shall be determined through consultation with the Sandia Delegated Representative or the Sandia Contracting Representative (SCR).

(c) The Contractor shall notify either the SCR or the Sandia Health and Safety Department 3210 (Health & Safety Division 8541 at Livermore) as soon as possible if an incident or accident violating any rule or regulation described in Paragraph (a) herein occurs; furthermore, if the incident or accident results in an injury to any person, Contractor shall complete Sandia Form SF 2050 PB, "Contractors/Visitors Report of Occupational Occurrences" and send the completed form to the SCR or the Sandia Safety Engineering Division II 3216 (Health and Safety Division 8541 at Livermore) within four hours of any such injury.

(d) The Contractor shall notify the SCR of all unusual occurrences as defined in DOE Order 5000.3A and cooperate with representatives of the Sandia Health & Safety Department 3210 (Health & Safety Division 8541 at Livermore) in preparing and submitting a written description of such occurrence to the DOE in accordance with DOE Order 5000.3A. Unusual occurrences are those events which could have (i) resulted in serious injury or substantial property loss, (ii) programmatic significance, or (iii) actual or potential public or news media interest.

(e) In the event that the Contractor fails to comply with any law, rule or regulation described in Paragraph (a) herein, the SCR may, without prejudice to any other legal or contractual rights of Sandia, issue an order stopping all or any part of the work under the contract; thereafter a start work order for resumption of work may be issued at the discretion of the SCR. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of/or in connection with such work stoppage.

II. ACCESS TO SANDIA OR GOVERNMENT CONTROLLED PREMISES

(a) Permission to enter Sandia or Government controlled premises shall at all times be subject to Sandia's discretion and control in accordance with its rules. The organizations listed below are responsible for coordinating and administering the provisions of this Paragraph.

(1) Sandia National Laboratories, Albuquerque, New Mexico Visitor Access and Administration Section, Sandia Corporation, Building 801.

(2) Sandia National Laboratories, Livermore, California Visitor Control and Administration Section, Sandia Corporation, Building 911.

(3) Tonopah Test Range, Tonopah, Nevada Office of the Tonopah Test Range Manager.

SECTION I

(b) Personnel Access

All personnel of the Contractor and its subcontractors who require access to Sandia or Government controlled premises in performing work under this contract are subject to security controls prescribed by the Government. All personnel of the Contractor and its subcontractors who require access must be United States citizens. To obtain access to such premises, the Contractor shall write a letter to the Sandia Delegated Representative 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: (i) name, (ii) date of birth, and (iii) citizenship status. Access will be granted for the period of performance of the work.

(c) Acceptance of Personnel

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 not qualified or desirable for such purpose.

(d) Work Schedules

The Contractor shall submit to the Sandia Delegated Representative 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 Sandia organization.

(e) 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.

(f) Vehicle Insurance

SECTION I

All vehicles, owned or operated by the Contractor, subcontractors or their agents and employees, having access to Sandia or Government controlled premises shall be covered by at least \$200,000/\$500,000 public liability and \$20,000 property damage insurance.

(g) 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.

(h) Use of Sandia or Government Controlled Premises

In the absence of a written authorization from the SCR or DOE, use of Sandia or Government controlled premises 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 OR FOR FINDING THAT AN INDIVIDUAL IS UNACCEPTABLE UNDER PARAGRAPH II(C) OF THIS CLAUSE.

(i) Notice Requirements for Employees Terminated or Reassigned by the Contractor

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.

III. LIABILITY

The following provisions apply to all contracts/orders except those awarded under Federal Supply Schedule contracts.

SECTION I

(a) The Contractor shall comply, at the Contractor's own expense, with all Federal, State, County and Municipal laws, ordinances and regulations, if any, applicable to the work under this contract, and before starting work, to secure all local and/or state licenses or permits required for the performance of the work.

(b) All agents or employees furnished by Contractor for the performance of work under this contract shall, at all times and for all intents and purposes, be considered as Contractor's agents or employees, and Contractor shall be responsible for maintaining at all times suitable worker's compensation and occupational disease insurance, or self insurance as permitted by law, covering each person whose services are furnished under this contract.

(c) Contractor shall carry suitable worker's compensation and occupational disease, public liability and property damage insurance, and shall, if requested, furnish the SCR with certificates evidencing this insurance or satisfactory proof of self insurance. The certificates shall each contain a provision that no cancellation or change in such insurance shall become effective except upon thirty (30) days advance written notice to Sandia. Cancellation of any insurance called for under this paragraph shall not relieve Contractor of its obligation to carry the coverage involved.

(d) The Contractor certifies by acceptance of this contract that all work performed hereunder shall be in compliance with the applicable health and safety requirements.

(e) In the event of loss or injury to Sandia or the Government, including their agents and employees, due to contractor's actions or omissions, contractor shall be liable to the extent permitted by applicable law.

IV. CONTRACTOR OR SUBCONTRACTOR USE OF GOVERNMENT OWNED VEHICLES - LIMITED INDEMNITY

The following provisions apply if work under this contract requires Contractor or subcontractor personnel to operate Government owned vehicles either on or off Sandia or Government controlled premises.

(a) 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.

SECTION I

(b) All Contractor's agents, employees and subcontractors of any tier shall obey all rules and regulations pertaining to the use of Government owned vehicles.

(c) 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.

V. OTHER SAFETY PROVISIONS

(a) Safety Plan

Contractor shall submit a safety plan prior to beginning work under the contract or have such a plan on file at Sandia. Contractor certifies by acceptance of this contract that such safety plan is applicable to the work to be performed under the contract and that such safety plan is in compliance with the Occupational Safety and Health Administration (OSHA) safety and health standards for construction issued by the Secretary of Labor, and any safety and health standards set forth in this contract.

(b) Reports

(1) The Contractor shall file with the Division of Operations Safety, DOE Albuquerque Operations Office, a copy of all OSHA 101 and 102 reports required by the Department of Labor which cover the period of time during which work under this contract is performed.

(2) The Contractor shall report all incidents to the SCR which involve damage to equipment or facilities, or personal injuries requiring medical attention in excess of first aid.

(c) Safety Officer

The Contractor shall designate an employee as a Safety Officer on the work site who shall be responsible for implementation and supervision of all laws, rules and regulations cited in this Clause.

(d) Hazard Identification

The Contractor shall provide and maintain appropriate signs and barricades to warn personnel of construction hazards. Hazardous areas or conditions requiring marking include, but are not limited to, safety glasses areas, hard hat areas, high-pressure areas, areas with

SECTION I

overhead work, open excavation areas, loading limits, nonpotable water, high-voltage, explosive hazards, flammable hazards, floor opening hazards, open-sided platforms, hearing hazards, sandblasting and welding or cutting flash hazards.

(e) Use of Explosives

The Contractor shall obtain the written approval of the SCR or the SDR and Sandia Safety Engineering personnel prior to the use of explosives unless otherwise provided for in the contract or in the drawings and specifications.

(f) Excavation Near Street Lighting Cable

This subparagraph (f) is applicable only to work at Sandia Laboratories premises, Kirtland AFB.

The Contractor shall request an outage of the series street lights prior to starting any excavation in the vicinity of/or between street lighting standards. The Contractor shall then lock and tag the 2400-volt street lighting power switch in Building 862. The Contractor shall remove the lock and tag at the end of each day so that the power may be restored.

(g) Fire Protection

(1) Automatic Fire Sprinkler Protection

The Contractor shall keep existing automatic fire sprinkler systems in operation throughout the term of the contract unless otherwise provided in the contract or its drawings or specifications. The Contractor must obtain approval from Sandia Fire Protection Engineering personnel in advance to take portions of the system out-of-service. When the Contractor is required to take the sprinklers out-of-service, the area and duration of the impairment shall be limited to no more than one eight hour working day; and, it must be restored to service at the end of work for that day. Additional precautions taken as directed by Sandia Fire Protection Engineering personnel. The Contractor shall furnish and install nipples and caps in mains, branch lines, and drops to keep the system in operation. Contractor shall not operate Sandia sprinkler valves. Contractor shall request Sandia Facilities Operations and Maintenance personnel to operate sprinkler valves, when such operation is required.

(2) Fire Hydrants and Fire Hose

The Contractor shall keep the fire hydrants and fire hoses accessible to the Fire Department and operable at all times. The Contractor must

SECTION I

obtain permission from Sandia Fire Protection Engineering personnel to use water from a fire hydrant. Contractor shall not operate water system valves. Contractor shall request Sandia Facilities Operations and Maintenance personnel to operate water system valves, when such operation is required.

(3) Welding, Cutting, and Hot Work

(i) The Contractor shall obtain a welding permit from Sandia Fire Protection Engineering personnel in advance of any welding, cutting, roofing tar pot, or other hot work, including any open flame at explosive handling facilities; however, no permit is required for welding and cutting operations located outdoors at least 35 feet from the nearest brush or forest fire hazard, fuel tank, manhole, building or structure; or soldering that is not at an explosive handling facility.

(ii) The Contractor shall require that any Contractor employee, or any subcontractor employees, performing welding, cutting, and hot work listed in paragraph (i), immediately above, at Sandia Laboratories Albuquerque only, view a 13 minute welding videotape on welding safety at Sandia, discuss the safety requirements and acknowledge that they will follow the safety requirements by signing the permit.

(iii) The Contractor shall provide, when required, fire watchers, fire resistive welder's blankets, and metal shields. The fire watchers furnished by the Contractor shall be persons knowledgeable in the use of fire extinguishers, shall have viewed, at Sandia Laboratories Albuquerque only, a 13 minute welding videotape on welding safety at Sandia, and shall have no other duties during the welding and cutting operation which would interfere with their ability to monitor the welding and cutting. The fire watcher shall be responsible for stopping the welding and cutting, as necessary, to assure safety; actuating a fire alarm; extinguishing any fire; or taking other effective actions, as needed. The Contractor shall provide more than one fire watcher if sparks or hot slag can travel into adjoining spaces or to other floors.

(iv) The Contractor shall relocate welding, cutting, and hot work listed in paragraph (i) above, away from combustibles or arrange for the combustibles to be relocated.

(v) The Contractor shall use alternate means, such as mechanical cutting, when Sandia safety personnel deem that welding and cutting cannot be performed safely.

(vi) The Contractor shall assure that all welding and cutting operations are conducted in conformance with all provision of the Safety and Health Regulations for Construction, 29 CFR 1926, Paragraphs 350 through 354.

SECTION I

(h) Operation of Gasoline-Powered Equipment Inside Buildings

The Contractor shall not operate any gasoline-powered equipment within any building or enclosed area during normal working hours. The Contractor may operate gasoline-powered equipment during other hours if (i) no other equipment capable of performing the job exists, (ii) the Contractor obtains approval in advance from the Fire Protection Engineering personnel and notifies the SDR or the SCR, and (iii) the Contractor insures that the ventilation and level of air contamination within the building or enclosed area comply with OSHA regulations.

(i) Sandia Area V Safety and Material Control Requirements

The requirements of this paragraph shall apply to all contract work performed in Sandia Area V on Kirtland Air Force Base.

(1) All Contractor personnel shall wear a "Dosimeter" at all times in Sandia Area V. Dosimeters will be issued to the Contractor's personnel by Sandia Security Guards as the personnel check through the entrance gate. Sandia will report to the Contractor any radiation exposure recorded on the dosimeter. The Contractor shall make this report available, upon request, to its personnel.

(2) Sandia Area V is a designated RADIATION AREA. Under normal working conditions, material, equipment, or tools will not become contaminated in this area; however, Sandia reserves the right for the Sandia Health Physics Division to perform radiation contamination checks on material, equipment or tools at appropriate intervals. Upon request from the Contractor, the Sandia Health Physics Division will perform a radiation contamination check on any material, equipment, or tools belonging to the Contractor. If radioactive contamination is found, the Sandia Health Physics Division will work with the Contractor to assure that the item is decontaminated before it is removed from the Area.

(3) The Contractor shall comply with all signs and barriers designating areas as exclusion areas within the reactor complex. The Contractor shall obtain a copy of the Sandia Area V Standard Evacuation Procedures, to be used in case of an emergency, from the Sandia Area V Reactor Development Application Department, and assure that all of the Contractor's personnel assigned to work in Sandia Area V become familiar with and are instructed to comply with the Sandia Area V Standard Evacuation Procedures.

(4) Sandia Area V contains designated RADIATION AREAS. Levels of radiation exposure within this area are monitored by the Sandia Health Physics Division. Contractor's personnel will not be prevented from performing work under this contract if the radiation levels do not exceed administrative limits established by Sandia; however, if (i)

SECTION I

Sandia is required to perform maintenance in Area V, (ii) an emergency occurs, or (iii) the levels of radiation exceed the administrative limits established by Sandia, the Sandia Health Physics Division may restrict Contractor's access to one or more locations within Area V and/or suspend Contractor's work within Area V. Contractor claims arising under this paragraph (4) shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the SCR in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(j) Bulletin Boards

Contractor shall maintain, at or in the vicinity of the work site, a project bulletin board for posting, at a minimum, the following: (i) Emergency Instruction, (ii) Equal Opportunity Poster, (iii) Applicable Wage Decision(s), and (iv) Contractor's Safety Requirements. For projects of significant duration, the Contractor shall install and maintain a weatherproof or protected bulletin board approximately three feet high by five feet long at the work site during the period of performance of this contract.

(k) Storage Facilities

This subparagraph (k) is applicable to work only at Sandia Laboratories, Kirtland AFB.

Sandia may permit Contractor to use, on a space available basis, an unprotected storage yard located in Sandia Tech Area I, east of Building 887, or other suitable storage area on Kirtland AFB, at no charge to the Contractor. Neither Sandia nor the Government shall be liable to the Contractor for loss of or damage to Contractor-owned property or material located in such storage areas.

(l) Field Dimensions and Survey

The Contractor shall lay out work from dimensions, control points and grades established on drawings, and shall be responsible for all measurements in connection therewith. The Contractor will be held responsible for the proper execution of the work to such lines and grades without regard to assistance given by others to the Contractor.

(m) Special Security Requirements

Work in Sandia Security Areas will be performed by Q-cleared personnel or personnel under escort of the Sandia Security Guards. The

SECTION I

Contractor shall send a list, in accordance with Paragraph (b)(2) of this clause, to the SDR or the SCR showing the name of each Contractor employee who will perform work under this contract in a Sandia Security Area. The Contractor shall certify that each Contractor employee shown on this list is a U.S. Citizen. The Contractor may add or delete names from this list provided that each addition or deletion is initialed and dated by the Contractor or its designated representative.

(n) Security Escort Services

The Contractor shall arrange for security escort services for all uncleared workmen by calling the SDR 48 hours prior to the time the escort service is required. The Contractor shall notify the SDR as early as possible when prearranged escort services are not required.

(o) Preconstruction Conference

Contractor agrees to participate in a preconstruction conference, if requested to so do by the SCR. This conference may take the form of either (i) an informal conference between Sandia's Construction Inspector and the Contractor's Superintendent to discuss technical issues and job safety objectives, or (ii) a formal conference between Contractor and Sandia management to discuss technical issues, administration of the contract, and job safety objectives. Management representatives from the Contractor and all of its subcontractors shall attend the formal conference. Both the informal and formal conference will be held at a location convenient to the job site.

(p) Sandia-Furnished Material and Facilities

If this contract includes a "Sandia-Furnished Materials and/or Facilities List", such listed materials and/or facilities will be furnished at no charge to the Contractor at a warehouse or storage area on Sandia premises, unless otherwise specified. These materials and/or facilities are for use only on work performed under this contract. Excess material will be returned to Sandia. All other materials and/or facilities not specifically mentioned in this contract or in specifications, drawings and lists incorporated into and made a part of this contract, will be furnished by the Contractor. The Contractor shall be responsible for all operations connected with moving the materials to the job site unless other arrangements are made with the SCR or the SDR. The Contractor shall devote the same effort in installing Sandia-furnished equipment as for Contractor-furnished equipment. The Contractor shall perform activities such as unpacking, removing all shipping bolts and blocking, assembling, adjusting, lubricating, aligning, performing all prestart checks as recommended by the manufacturer of the equipment, and providing complete cleanup and touch up painting for all Sandia-furnished

SECTION I

equipment. Manufacturer's installation instructions and descriptive information such as operating guides, servicing manuals and the like, shall be made available to the SDR on request. The Contractor shall inspect all material and/or equipment and shall promptly report any damage or shortages to the SCR.

(q) Personal Protective Equipment

The Contractor shall furnish to his employees and require the use of personal protective equipment as needed. This equipment includes, but is not limited to, hard hats, gloves, eye protection, respirators, protective equipment and hearing protection devices. The Contractor is responsible for ensuring that Contractor's employees properly use and maintain this equipment.

CLAUSE 10 - SMOKING POLICY

Smoking is not permitted inside buildings at Sandia National Laboratories or government vehicles used at Sandia. Smoking will still be permitted in areas outside the buildings, unless existing restrictions are posted to prohibit smoking for safety and for protection purposes. Tobacco products (cigarettes, snuff, cigars, etc.) will not be available for sale on the Laboratories' premises.

CLAUSE 11 - PURCHASE OF ENERGY EFFICIENT COMPUTERS - 712-EC (03-94)

All microcomputers and peripheral equipment purchased and charged directly to this contract which will become the property of Sandia and the Government shall meet the Energy Star performance standards. These standards for low-power standby set by the Environmental Protection Agency (EPA) and mandated by Executive Order 12845 apply to all personal computers, monitors, and printers.

Contractor shall include this Clause in all subcontracts requiring compliance with Energy Star standards.

CLAUSE 12 - CONTRACT CANCELLATION (AOA) - 896-AOA (10-95)

A. In addition to the termination rights provided elsewhere in this contract, this As-Ordered-Agreement may be canceled by either party upon written notice to the other party at least 180 days prior to the date of cancellation.

B. Notice of Cancellation shall not affect any outstanding orders issued prior to the effective date of cancellation.

SECTION I

produced in the performance of that project without prior written permission of the Contracting Officer. In any case, when the University asserts copyright in software under this contract, the Contractor shall promptly deliver to the Contracting Officer or to the Patent Counsel designated by the Contracting Officer a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled and other terms pertaining to the computer software to which claim to copyright is made."

Clause 7, entitled, "Acquisition or Fabrication of Property of Sandia and the Government - 506-AF (11-92):

Modify paragraph (c) by deleting the words "the value of capital property shall be defined as \$5,000 or more" and substitute the words "the value of capital property shall be defined by the Contractor in accordance with OMB Circular A-21."

Modify paragraph (g) by inserting the following as the first sentence: "Disposition of Property acquired during the course of the contract will be deferred until after submission of the final inventory."

NOTE: Sandia will pay the cost of shipping equipment back to Sandia.

Clause 9, entitled, "(I) Safety, Health, Environment, Property and Fire Protection, (II) Access to Sandia and Government-Controlled Premises; (III) Liability; (IV) Contractor or Subcontractor Use of Government-Owned Vehicles; (V) Other Safety Provisions "

Delete Section (V) Other Safety Provisions.

NOTE: Sections (I) through (IV) are only applicable if University personnel come on-site to work or attend meetings. If the University will not be responsible for complying with Sections (I) through (IV) then all work and meetings must be done off-site.

Clause A30, entitled, "Payments"

Delete the following words in the first paragraph: "in such form and reasonable detail as may be required by the SCR"

Add the following words to the first paragraph: "...may submit to Sandia National Laboratories Supplier Services Department an invoice or voucher supported by a statement of costs in accordance with the major budget line items incurred by the Contractor..."

SECTION I

CLAUSE 13 - DELEGATION OF AUTHORITY - 404-KDA (06-91)

The following Sandia personnel are hereby authorized to act as official representatives of Sandia for the specific purpose(s) shown.

Delegated representatives shall exercise no supervision over the Contractor's employees.

DELEGATE(S) :

NAME	PHONE	ORG/MS
*	*	*

PURPOSE(S) : *

* To be completed by Sandia at contract award.

NOTE: The Sandia Contracting Representative (SCR) is the only person who can legally obligate Sandia for the expenditure of funds, change scope and/or level of effort and/or terms and conditions, negotiate, and sign documents legally binding Sandia. COMMITMENT, OBLIGATIONS OR PROMISES, IMPLIED OR EXPRESSED, BY SANDIA PERSONNEL OTHER THAN THE SCR DO NOT BIND SANDIA IN ANY MANNER.

CLAUSE 14 - CHANGES/CLARIFICATIONS TO SANDIA'S STANDARD TERMS AND CONDITIONS

Clause 17 only applies when order exceeds \$500K or when requested by the SCR.

Clause 826-OS only applies after the SCR has determines (see Clause 824-DR) that an OCI exists.

Delete Clause 302-RD, entitled, RIGHTS-IN-DATA

Add FAR data clause 52.227-14 with Alternates I, IV, and V and with the addition of a clause (d) (3) as follows:

"(d) (3) The Contractor (University) agrees that it will review each project under this contract to determine whether the project is for the purpose of producing software for distribution to the public. If such is the purpose of the project under the contract, the Contractor agrees not to establish claim to copyright in computer software first

SECTION I

Clause A34, entitled, "Accounts and Records"

Delete the words "as the SCR may from time to time require." and replace with the words "as described in Section I and in each Order issued under this AOA."

Clause A37, entitled, "Litigation and Claims"

Delete the wording under Clause A37 and add the following: "If a problem should occur Sandia and the Contractor agree to mutually decide how to handle the situation."

Clause A40, entitled, "Inspection"

Delete and replace with the following:

"Sandia or Department of Energy (DOE) through an authorized representative has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and premises in which it is being performed. If any inspection or evaluation is made by Sandia or DOE on the premises of the Contractor or a Subcontractor, the Contractor shall provide facilities and assistance for the safety and convenience of Sandia or DOE representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work."

Clause A42, entitled, "Stop Work Order"

In the first paragraph, first and fourth sentences, replace the words "90 days" with the words "30 days".

Clause A44, entitled, "Termination"

Add the following sentence: "Default is limited to failure which is substantive enough to constitute a breach of contract."

Clause A50, entitled, "Release of Information"

Replace the existing paragraph with the following words: "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 their duties, without 60-day advance submission of the information to the Sandia Contracting

SECTION I

Representative to enable Sandia to furnish comments with respect to such release. Contractor shall comply with appropriate export control regulations. 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. Nothing in this clause is intended to prohibit the Contractor from the routine internal or external reporting of its activities, including the disclosure of the existence and nature of this contract, as required by State law."

Clause A52, entitled, "Patent Indemnity"

Delete this clause in its entirety.

Clause A53, entitled, "Sandia Provided Information"

Add the following words to paragraph (b) "Sandia will identify material that is of special significance."

Clause A60, entitled, "Property"

Use the definitions/policies as stated in OMB Circular A-21.

Clause A70, entitled, "Extras"

Delete this clause in its entirety.

Clause A71, entitled, "Variation In Quantity"

Delete this clause in its entirety.

Clause A74, entitled, "Required Bonds and Insurance - Exclusive of Government Property"

Add the following words at the end of the clause: "Sandia will not require any bonds and/or insurance other than that required by law."

SECTION I

CLAUSE 15 - GOVERNMENT-FURNISHED PROPERTY/MATERIAL - 508-KS (11-92)

Sandia will furnish at no charge, FOB Destination, the items listed below for use **only** in the performance of this procurement. Upon receipt of the property/material, Contractor shall perform an inventory and promptly notify the Sandia Contracting Representative (SCR) if there is any discrepancy in the quantity received and if any items are found to be in a condition not suitable for the intended use. An inventory verifying the presence and condition of the property/material may be conducted by Sandia personnel at Contractor's facility at any time throughout the course of the contract. The SCR may direct the Contractor, in writing, to conduct an inventory of Government-furnished property/material in lieu of or in addition to an on-site inventory performed by Sandia personnel.

Any property/material listed herein not incorporated into product or otherwise used under this procurement shall be returned to Sandia upon completion of this procurement or shall be disposed of as directed by the SCR.

Government-furnished property may be subject to export control under Titles 10, 15, 22, and 31 of the Code of Federal Regulations. If ownership of this property is transferred to, or otherwise acquired by the Contractor, they are liable for compliance with these laws and regulations. Furthermore, any Government-furnished property that meets the criteria for the Nuclear Supplier's Group "Trigger List" or the Nuclear Suppliers Group Dual-Use Export Control List shall be returned to SNL within thirty (30) days of contract expiration. Under no circumstances shall the Contractor retain such property or transfer it to any entity other than Sandia.

Description of Furnished Property

To be used in manufacture, testing, inspection or performance required in this procurement:

Item	Qty	Unit Price	Extension	Property Number	Ship Date
001					
Desc:					
002					
Desc:					
003					
Desc:					

SECTION I

Total Value: \$

To be incorporated into the end product delivered under this procurement:

Item	Qty	Unit Price	Extension	Property Number	Ship Date
------	-----	------------	-----------	-----------------	-----------

001

Desc:

002

Desc:

003

Desc:

Total Value: \$

To be incorporated into the end product and to be replaced in kind by Contractor:

Item	Qty	Unit Price	Extension	Property Number	Ship Date
------	-----	------------	-----------	-----------------	-----------

001

Desc:

002

Desc:

003

Desc:

Total Value: \$

To be consumed in the performance of this procurement:

Item	Qty	Unit Price	Extension	Property Number	Ship Date
------	-----	------------	-----------	-----------------	-----------

001

Desc:

002

Desc:

003

Desc:

SECTION I

Total Value: \$

All Government-furnished property/material shall remain located at the Contractor's facility or at the related work site. It is not acceptable for Government property to be taken to a Contractor employee's home or other such nonwork location.

Contractor's Use/Storage Location of Furnished Property:

CLAUSE 16 - SANDIA FURNISHED MATERIAL - 515-KSM (08-92)

Sandia will furnish at no charge, FOB Destination, the items listed below for incorporation into the end product or for use in the performance of the Statement of Work. The amount of material furnished is:

- the exact quantity of material required for the work to be performed under this procurement, or

- the exact quantity of material required to be utilized under this procurement plus a small amount of excess valued at such a low amount making it impractical to return same to Sandia.

Therefore, at the completion of this contract, any residual material shall be disposed of by the Contractor at no cost to Sandia.

DESCRIPTION OF FURNISHED MATERIAL:

Item	Qty	Unit Price	Extension	Ship Date
001				
Desc:				

002				
Desc:				

003				
Desc:				

Total Value: \$

SECTION I

CLAUSE 17 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA - CONTRACTS/MODIFICATIONS - 209-PD
(01-96)

The Contractor shall submit written cost or pricing data unless an exception from the requirement applies.

I. Requirements for Cost or Pricing Data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

A. The Contractor shall submit cost or pricing data.

B. As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data as prescribed in SNL Standard Clause F10 in SNL's Standard Terms and Conditions.

II. Exceptions From Cost or Pricing Data.

A. The Contractor may submit a written request for an exception to the requirement of submitting cost or pricing data for contracts or modifications under this contract, and for price adjustments expected to exceed the threshold for obtaining cost or pricing data on the date of the agreement on price or the date of the award, whichever is later, by submitting the information described in the following subparagraphs. The SCR may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

1. Information relative to an exception granted for prior or repetitive acquisitions.

2. Catalog price information as follows:

(a) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(b) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(c) Additionally, at Sandia's discretion, provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by

SECTION I

affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

3. Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

4. Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

5. Information on modifications of contracts or subcontracts for commercial items.

(a) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(b) For a commercial item exception, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

B. The Contractor grants the SNL Contracting Representative (SCR) or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

C. By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

SECTION I

CLAUSE 18 - UNIVERSITY EMPLOYEES - 431-UNI (10-96)

The Contractor agrees by signing the contract signature page that the Contractor treats all individuals who will be performing work under this proposed agreement as employees of the Contractor, and that the Contractor will not use any non-employees on any Sandia contract without the advance written permission from the Sandia Contracting Representative.

CLAUSE 19 - SUBSTANCE ABUSE PREVENTION - 609-SP (07-92)

THIS CLAUSE SUPERSEDES SECTION II CLAUSE A81 - SUBSTANCE ABUSE PREVENTION AND TESTING

A. DRUG-FREE WORK PLACE

Sandia is committed to providing a safe working environment and to maintaining the security of our mission. Toward that end, each individual working on a Sandia project is entrusted to avoid misusing or abusing alcohol or licit drugs, and to abstain from using illicit drugs or intoxicants. Violation of this trust can result in removal from the contract, contract termination for default, and/or appropriate legal consequences.

Buying, selling, using, or possessing illegal drugs such as depressants, hallucinogens, or any other illegal substance is prohibited by law. Therefore, no individual working on Sandia projects may buy, sell, use, or possess illegal drugs such as depressants, stimulants, hallucinogens, and other illegal substances either on or off Sandia premises. The use or possession of alcohol on Sandia premises, or inappropriate use of alcohol while on Sandia business is similarly prohibited. Drug-related paraphernalia are not permitted on Kirtland Air Force Base or on any Sandia-controlled premises.

Any use of drugs (including misuse of prescribed substances) or alcohol that affects an individual's ability to perform his/her job can result in removal of the individual from the contract and/or other corrective action including contract termination for default.

Sandia reserves the right to require any individual on Sandia premises to cooperate in testing for the use of illegal drugs or misuse of alcohol where there appears to be cause for such testing. Those individuals identified as having a problem related to substance abuse may be removed from performance of work under the contract.

B. RESERVED

SECTION I

C. APPLICATION TO LOWER TIER CONTRACTORS

The Contractor shall insert a clause containing all the provisions of this clause with the parties appropriately identified, including this paragraph, in all subcontracts where the subcontractor at any tier is to have access to Sandia-controlled premises.

CLAUSE 20 - DOCUMENTS INCORPORATED BY REFERENCE, FOR INFORMATION PURPOSES ONLY

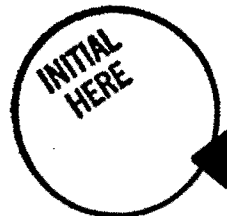
The following Clauses are contained in the Section III Terms and Conditions, SF 6432-CR (04-95), and may pertain to individual orders placed against this AOA:

<u>Clause</u>	<u>Title</u>
206-CX	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (12-93)
824-DR	ORGANIZATIONAL CONFLICTS OF INTEREST - DISCLOSURE OR REPRESENTATION (07-92)
826-OS	ORGANIZATIONAL CONFLICTS OF INTEREST - SPECIAL (07-92)

SECTION III CLAUSES INCORPORATED BY REFERENCE

The following Clauses contained in the Section III Terms and Conditions, SF 6432-CR (04-95), are hereby incorporated into Section I:

<u>CLAUSE</u>	<u>TITLE</u>
208-CZ	COST ACCOUNTING STANDARDS CLAUSES - MODIFIED COVERAGE (12-93)
301-RN	PATENT RIGHTS PROVISIONS (12-93)
302-RD	RIGHTS IN DATA (12-93)
605-PX	ACCESS TO SANDIA COMPUTERS (04-91)
826-OS	ORGANIZATIONAL CONFLICTS OF INTEREST SPECIAL (07-92)



Sandia National Laboratories

Standard Terms and Conditions for

Cost Reimbursement Contracts - SF 6432-CR

Retain This Document For Future Reference

Please keep this book of Sandia Standard Terms and Conditions for future reference. Sandia is trying to reduce its use of paper and will no longer be sending out books of its terms and conditions to solicited offerors with each and every RFQ/RFP. When our records indicate you have already received this set of terms and conditions, another copy will not be mailed with subsequent solicitations specifying these terms and conditions. If needed, you may request additional copies by contacting the Sandia Contracting Representative (SCR) named on the signature page of the solicitation.

Thank you for helping us to conserve these resources. Your assistance and cooperation are greatly appreciated.

SECTION II
STANDARD TERMS AND CONDITIONS FOR ALL
COST REIMBURSEMENT CONTRACTS
INDEX OF CLAUSES

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.

No.	Title	Page
"A" Clauses apply to Requests for Quotation and Contracts at any value		
A10	Definitions	2
A11	Unclassified Contract	2
A12	Assignment	2
*A13	Releases Void	2
*A14	Notice of Labor Disputes	2
*A16	Contractor's Information	2
A17	Delegated Representatives	2
*A18	Defense Priority and Allocation System	2
A19	Terms and Conditions	3
*A20	Permits	3
*A23	Applicable Law	3
*A24	Contractor Record Retention	3
A25	Commerce in Explosives, Firearms and Ammunition - Exemption	3
*A27	Order of Precedence	3
*A29	Identification of Uncompensated Overtime	3
*A30	Payments	3
*A31	Taxes	4
A32	Estimates of Cost and Limitation of Obligation, if Applicable	5
A33	Allowable Costs and Fee	5
*A34	Accounts and Records	6
*A36	Excess Freight Charges	7
*A37	Litigation and Claims	7
*A39	Notice of Potential Delay	7
*A40	Inspection	7
*A41	Changes	8
A42	Stop Work Order	8
*A43	Standards of Work	9
*A44	Termination	9
*A47	Excusable Delays	10
A49	Safety, Health, Environment, Government or Sandia-Furnished Property and Fire Protection - 601-SH (03-94)	11
*A50	Release of Information	12
*A51	Authorization and Consent	12
A52	Patent Indemnity	12
*A53	Sandia Provided Information	13
*A60	Property	12
*A67	(I) Safety, Health, Environment Property and Fire Protection; (II) Access to Sandia or Government-Controlled Premises; (III) Liability; (IV) Contractor or Subcontractor Use of Government-Owned Vehicles	16
*A69	Manufacturing and Testing Standards	18
*A70	Extras	18
*A71	Variation in Quantity	18
*A72	Responsibility for Supplies	18
*A74	Required Bonds and Insurance - Exclusive of Government Property	18
*A80	Sandia Policy on Equal Opportunity	18
*A81	Substance Abuse Prevention and Testing	19
*A97	Hazardous Material Identification and Material Safety Data	19
*A98	Security	20
*A99	Additional Clauses	20

No.	Title	Page
"B" Clauses Apply to Requests for Quotation and Contracts that Exceed \$2,500		
*B11	Contract Work Hours and Safety Standards Act - Overtime Compensation	21
"D" Clauses apply to Requests for Quotation and Contracts that Exceed \$10,000		
*D41	Reporting of Royalties	21
"E" Clauses Apply to Requests for Quotation and Contracts that Exceed \$25,000		
*E11	Bankruptcy	21
*E23	Price or Fee Adjustment for Illegal or Improper Activity	22
"F" Clauses Apply to Requests for Quotation and Contracts that Exceed \$500,000		
*F10	Contractor/Subcontractor Certified Cost or Pricing Data	22
*F11	Termination of Defined Benefit Pension Plans	23
*F20	Audit	23
"R" Clauses Apply to Requests for Quotation (RFQ) of Any Values		
R10	Taxes	24
R12	New Supplies	24
R13	Government Materials/Equipment	24
R23	False Statements in Quotations	24
*Flow Down Provision Indicated - Inclusion of these clauses, suitably modified to identify parties, is required in subcontracts at any tier.		

