

**SANDIA CORPORATION
SF 6432-PO (07/2013)
SECTION II**

STANDARD TERMS & CONDITIONS FOR PURCHASES WHERE THE PRINCIPAL PURPOSE IS TO PURCHASE COMMERCIAL ITEMS OR SERVICES NOT TO EXCEED \$100,000.00 THE FOLLOWING CLAUSES APPLY TO THIS PURCHASE ORDER 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. (CTRL+CLICK ON A LINK BELOW TO ADVANCE DIRECTLY TO THAT SECTION)

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ACCEPTANCE OF TERMS AND CONDITIONS (Ts&Cs)

Seller, by signing this Purchase Order and/or delivering items or services ordered under this Purchase Order, agrees to comply with all the terms and conditions and all specifications and other documents that this Purchase Order incorporated by reference or attachment. Sandia hereby objects to any terms and conditions contained in any acknowledgment of this Purchase Order that are different from or in

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addition to those mentioned in this document. Failure of Sandia or Seller to enforce any of the provisions of this Purchase Order shall not be construed as evidence to interpret the requirements of this Purchase Order, nor a waiver of any requirement, nor of the right of Sandia or Seller to enforce each and every provision. All rights and obligations shall survive final performance of this Purchase Order.

APPLICABLE LAW

The rights and obligations of the parties hereto shall be governed by this Purchase Order and construed in accordance with federal law for FAR or DEAR clauses that are specifically included in this Purchase Order by reference thereto and Article 2 of the Uniform Commercial Code as enacted in the State of delivery of Items giving rise to the claim.

ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Sandia. However, Seller 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 the Department of Energy (DOE) or its designee, and in case of such transfer and notice thereof to the Seller, Sandia shall have no further responsibilities hereunder.

BANKRUPTCY

If the Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the SCR responsible for this Purchase Order 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 Purchase Order numbers for which final payment has not been made.

CANCELLATION OR TERMINATION FOR CONVENIENCE

(a) Sandia may cancel this Purchase Order, in whole or in part, if the Seller fails to comply with any of the terms of this Purchase Order, or fails to provide adequate assurance of future performance. In that event, Sandia shall not be liable for any amount for Items or services not yet accepted by Sandia.

(b) Sandia may terminate for the convenience of Sandia or the Government this Purchase Order, in whole or in part, for any Items or services not yet accepted by Sandia. In that event Sandia shall be liable for the purchase price of Items or services already completed or identified to this Purchase Order but not yet accepted by Sandia.

(c) Seller shall not be liable for delays in performance occasioned by causes beyond Seller's reasonable control and without Seller's fault or negligence.

(d) The rights and remedies of Sandia in this clause are subject to Seller's Rights to invoke the Disputes clause of this Purchase Order.

COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations and such compliance shall be a material requirement of this Purchase Order.

DEFINITIONS

The following terms shall have the meanings set forth below for all purposes of this Purchase Order.

- (a) PURCHASE ORDER means Agreement, Price Agreement, Subcontract, Ordering 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) ITEM means commercial items, commercial services and commercial components as defined in FAR 52.202-1 Definitions.
- (d) SANDIA means Sandia Corporation, the management and operating contractor for the Sandia National Laboratories under Contract No. DE-AC04-94AL85000 with the U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA).
- (e) SCR means Sandia Contracting Representative, the only person authorized to execute and/or administer this Contract for Sandia.
- (f) SELLER means the person or organization that has entered into this Purchase Order to sell something to Sandia.

DISPUTES

Seller and Sandia agree to use the Sandia Acquisition Conflict Resolution Process set forth at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> for resolving any and all disputes arising from this contract. Sandia Acquisition Conflict Resolution Process available in "Policies" tab.

EXPORT CONTROL

(a) Any item, technical data, or software furnished by Sandia in connection with this purchase order/contract is supplied for use in the United States only. Contractor agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 USC 2751 - 2794, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120 - 130; the Export Administration Act, 50 USC app. 2401 - 2420, including the Export Administration Regulations (EAR), 15 CFR 730 - 774; the Atomic Energy Act of 1954, as amended (AEA), and including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Contractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Contractor or Contractor's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception. Contractor shall immediately notify the SCR if it transfers any export controlled item, data, or services

to foreign persons. Diversion contrary to U.S. export laws and regulations is prohibited. (b) Contractor shall immediately notify the SCR if Contractor is, or becomes, listed in any Denied Parties List or if Contractor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. (c) If Contractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Contractor represents that it is registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR. The Contractor shall flow down the requirements of this clause to all subcontracts.

ORDER OF PRECEDENCE

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

PAYMENT

Seller agrees to provide invoices within 60 (sixty) days of delivery or completion of work and hereby waives any amounts that are not invoiced within 60 (sixty) days of the completion of work on the contract. Unless otherwise provided, terms of payment shall be net 30 days from the latter of (1) receipt of Seller's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Seller indicates. Payments may be made either by check or electronic funds transfer, at the option of Sandia. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

RECYCLED AND/OR NEW MATERIALS

Unless otherwise specified in this Purchase Order, all Items delivered shall consist of recycled and/or new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. Seller shall give preference to the use of recycled materials in support of Sandia's Sustainable Acquisition Program as set forth in DEAR 970.5223-7 SUSTAINABLE ACQUISITION PROGRAM

RIGHTS AND INTERESTS

All rights and interests resulting from this Purchase Order shall pass directly from the Seller to the Government. FAR 52.227-17 applies to all deliverables which are copyrightable works produced as part of the performance of this Purchase Order.

RISK OF LOSS

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

SUSPECT/COUNTERFEIT ITEMS (S/CI)

Suspect/counterfeit items or services are a serious concern to Sandia because they present a potential threat to personal safety, equipment and system reliability and/or compliance with regulatory environmental standards. Failure of a safety or mission critical system due to an S/CI could also have security implications at DOE facilities. Notwithstanding other warranty provisions of this Contract, Contractor expressly warrants that all items provided under this Contract are suitable for the intended or specified use and that no suspect or suspect counterfeit items, component parts or materials have been furnished or delivered to Sandia under this Contract. Unless otherwise specified in this contract the contractor shall purchase directly from product manufacturers or authorized manufacturer distributors.

Contractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Sandia. In the event that a suspect or suspect counterfeit item, as defined herein, is identified and/or delivered to Sandia, Contractor agrees to comply with all requirements stated in this Clause.

Definitions

Suspect Item: A suspect item is an item in which there is an indication by visual inspection, testing, or other verifiable information, that the item may not conform to established U.S. Government or industry-accepted specifications and national consensus standards.

Counterfeit Item: A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance, or characteristics have been misrepresented by the vendor, supplier, distributor, or manufacturer.

Contractor shall only provide items and services that meet or exceed all requirements specified in this Contract including verifiable compliance with all applicable quality, safety and manufacturing standards including all U.S. Government or industry-accepted specifications and national consensus standards. Examples of such standards include, but are not limited to: Underwriter's Laboratory (UL) Listing, National Fire Protection Association (NFPA), Standard of Mechanical Engineers (ASME), Institute of Electrical and Electronics Engineers (IEEE), Occupational Safety and Health Act (OSHA), American Society for Testing Material (ASTM), Nationally Recognized Testing Laboratory (NRTL), etc.

Types of material, parts, and components known to have been represented include (but are not limited to) semiconductors and other electronic components, fasteners, hoisting, rigging, and lifting equipment, cranes, hoists, valves, pipe and fittings, electrical equipment and devices, plate, bar, shapes, channel members, and other heat treated and structural items, welding rod and electrodes. Additional detailed information is available at the Department of Energy (DOE)

Training Manual on Suspect/Counterfeit Awareness

<http://www.hss.doe.gov/sesa/corporatesafety/sci/trainingmanual.html>

Training Manual on Suspect/Counterfeit Awareness.

Contractor is responsible to have a quality assurance program that detects and prevents suspect/counterfeit items from being furnished or used in the performance of

work under this Contract. If requested by Sandia, Contractor shall furnish a certificate of compliance with delivery stating that all items fully comply with all requirements of this Contract.

In the event that the Contractor identifies or suspects that a suspect/counterfeit item may have been delivered under this Contract, Contractor shall immediately notify the Sandia Contracting Representative and the Sandia end-user or delegated representative identified in the Contract. Contractor shall document and provide all available information regarding any item or service furnished under this Contract that is suspected to be a suspect/counterfeit item, component, subcomponent part or material. Sandia shall impound the item(s) and notify the local Department of Energy and will comply with all other applicable notification and reporting requirements. The Contractor may be required to replace such item(s) with item(s) acceptable to Sandia and shall be liable for all costs relating to the impoundment, removal, and replacement of the item(s). Contractor shall indemnify Sandia, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Detection of any suspect or suspect/counterfeit item(s) leading to evidence of deliberate misrepresentation of any supplied item(s), including components, subcomponent parts or materials used in the item(s), may result in an investigation into the validity of certification, fraud, and/or forgery. Because falsification of information or documentation may constitute criminal conduct; Sandia will notify cognizant Department of Energy officials and the Office of the Inspector General.

Note: If this Contract provides for the use of credit cards, their use in no way relieves the Contractor from complying with all requirements of this Clause.

PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

In performing this contract the Contractor may be provided with Personally Identifiable Information (PII) relating to Sandia employees, contractor employees, and any other individuals related to the work under this contract. The Contractor agrees that the Contractor will take all reasonable steps and precautions to ensure this provided PII is adequately controlled, protected and only used to perform work called for under this contract. For the purposes of this agreement PII is defined as: Any of the information listed below that can be used to distinguish or trace an individual's identity, is collected and maintained for the purpose of conducting official Sandia business, and is not solely comprised of information that is available to the general public: social security number, driver's license number, passport number, other federal- or state-issued identification card number, bank account number (with or without routing number, access code, or Personal Identification Number [PIN]), financial or benefit account number in combination with any required code permitting access, background

information or verification reports or credit report, including consumer reports, medical or health information, including biometric, biomonitoring, or genetic information, employment history including ratings, salary, wage, deduction information, and disciplinary actions, security clearance history or related information, criminal history, date of birth or age, place of birth, mother's maiden name, race or ethnicity.

Notes: One means of distinguishing or tracing an individual's identity is to include the first name or the first initial and last name of an individual in combination with any information listed above. PII does not include information that is on Sandia computing resources as a result of incidental personal use of computing and information resources or other assets.

Loss of Control of PII: If the Contractor becomes aware or suspects that any Sandia provided Personally identifiable Information, has been inappropriately, taken, used, disclosed, and/or released or that the controls for access to the information have been compromised, the Contractor will immediately take steps to prohibit further disclosure and will give verbal notice to Sandia's Security Incident Management Program (SIMP) by calling and reporting the incident at either at (505) 283-7467 or for contracts issued in California call 1-925-294-3238 (these are manned 7 days a week 24 hours a day). After notifying SIMP, also verbally notify the SCR and SDR (if one is identified in this contract). In addition to the immediate verbal notifications, written notification will be provided to the SCR and SDR (if one is identified in the contract,) within 72 hours of the Contractor's learning of the situation. The Contractor will cooperate with Sandia and provide information needed to allow Sandia to evaluate the nature and extent of the release or loss of control.

The provisions of this clause shall survive and continue in force following the completion of work under this agreement until such time that any provided PII is either destroyed in its entirety in a manner that ensures it is not readable or decipherable through any means, or that the information including all copies is returned to Sandia. The contractor shall ensure that these provisions shall be made applicable to any subcontractor or non-governmental third party who receives PII provided through this agreement.

TAXES

For many purchases, Sandia can provide Transaction Exemption Certificates for both New Mexico and California, and certificates for other states may also be available. Direct any request for Transaction Exception Certificates to taxes@sandia.gov. 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. Prices include all applicable federal taxes.

TRANSPORTATION

If transportation is specified "FOB Origin," (a) no insurance cost shall be allowed unless authorized in writing, and (b) the bill of lading shall indicate that transportation is for DOE and the actual total transportation charges paid to the carrier(s) shall be reimbursed by the Government pursuant to Purchase Order No. DE-AC04-94-

AL85000. Confirmation will be made by Sandia National Laboratories.

WARRANTY

Seller expressly warrants that no counterfeit items or components in items shall be delivered to Sandia on this contract. Seller 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 receipt of conforming items and extend for a period of: (1) the manufacturer's warranty period or six (6) months, whichever is longer, if the Seller is not the manufacturer and has not modified the item, or (2) one (1) year or the manufacturer's warranty period, whichever is longer, if the Seller is the manufacturer of the item or had modified it. If any nonconformity with item appears within that time, Seller shall promptly repair, replace, or reperform such items at Seller's election. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. Sandia shall notify Seller of such nonconformity within a reasonable time after discovery, and Seller shall notify Sandia of whether it chooses to make repairs or replacements within three (3) working days after Sandia's notice of nonconformity. If repair or replacement or reperformance of services is not timely, Sandia may elect to return the nonconforming items or repair or replace them or reprocur the services at Seller's expense. Seller disclaims the implied warranties of merchantability or fitness for a particular purpose.

ADDITIONAL TERMS AND CONDITIONS

This Purchase Order 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) At <http://www.ecfr.gov> or at the FARSite at <http://farsite.hill.af.mil> under regs – FAR or DEARs. Where the FAR/DEAR clauses refer to Government and Contracting Officer, substitute Sandia and Sandia Contracting Representative (SCR).

APPLY TO PURCHASE ORDERS AT ANY VALUE

FAR 52.208-8 Required Sources For Helium and Helium Usage Data

FAR 52.222-26 Equal Opportunity

FAR 52.222-50 Combating Trafficking in Persons

FAR 52.225-13 Restrictions on Certain Foreign Purchases

FAR 52.244-6 Subcontracts for Commercial Items

FAR 52.246-1 Contractor Inspection Requirements

DEAR 970.5204-2 Laws, Regulations, and DOE Directives (Deviation)

DEAR 952.204-77 Computer Security

DEAR 952.211-71 Priorities and Allocations (Atomic Energy). This clause applies only if Section I designates a Government Priority.

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APPLY TO PURCHASE ORDERS EXCEEDING \$3,000

FAR 52.222-54 Employment Eligibility Verification, applies to commercial services

APPLY TO PURCHASE ORDERS EXCEEDING \$10,000

FAR 52.222-20 Walsh Healy Public Contracts Act

FAR 52.222-36 Affirmative Action for Workers With Disabilities

APPLY TO PURCHASE ORDERS EXCEEDING \$30,000

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

REQUIREMENTS FOR ACCESS

(a) Government Sites. The Seller agrees and shall ensure that all personnel entering Government sites for any activity related to this agreement shall at all times be subject to and shall comply with all laws, regulations, policies, and site access rules for the site including but not limited to all ES&H and Security requirements. Many, but not all, of the ES&H requirements are outlined in Sandia's ES&H Manual that can be accessed by contacting the SDR. The government requirements include but are not limited to, all of the requirements set forth in this clause for any work to be performed on a government site. To obtain access to such premises, the Seller shall write a letter to the SDR or the SCR stating the company designation to be used by the Seller and each subSeller 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.

Seller shall withdraw and replace any individual, including any subSeller employee, assigned to perform work under this contract, who in the judgment of Sandia or DOE/NNSA, is to be denied access to any government site. Seller shall submit to the SDR or the SCR any proposed working schedules for its personnel and the personnel of each of its subSellers that deviate from Sandia's normal workday or work week schedule. The schedules will show proposed daily working hours and proposed work weeks. Schedules that deviate from Sandia's normal work day or work week must be approved by the responsible SDR. In the absence of a written authorization from the SCR or DOE/NNSA, use of government sites by the Seller and its subSellers 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 – Badge Office, Sandia Corporation, Innovation Parkway Office Complex (IPOC). 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. (c) Seller will ensure that its personnel and the personnel of each of its subSellers assigned to work on Sandia's or Government premises comply with all applicable site policies. In addition the Seller, it's personnel and personnel of each of its subSellers, shall :

- 1) not bring weapons of any kind onto the premises;
- 2) not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on the premises;
- 3) not possess hazardous materials of any kind on the premises without proper authorization;
- 4) remain in authorized areas only;
- 5) not conduct any non-Sandia related business activities (such as interviews, hires, dismissals or personal solicitations) on the premises;
- 6) not send or receive non-Sandia related mail through Sandia's or Government's mail systems; and
- 7) not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on the premises without the SCR's written permission or as permitted by law.

(d) All persons, property, and vehicles entering or leaving Sandia's KAFB or Government's premises are subject to search. (e) Seller will promptly notify Sandia and provide a report of any accidents or security incidents involving loss of or misuse or damage to Sandia's or Government's intellectual or physical assets, and all physical altercations, assaults, or harassment.