

CUSTOMER CONTRACT REQUIREMENTS
Facility Testing Support BOA
CUSTOMER CONTRACT 1462141

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (MAY 2014).

52.222-17 Nondisplacement of Qualified Workers (MAY 2014). The term "Contracting Officer" shall mean "Buyer" in paragraph (d)(1). In paragraph (d)(1), "30 days" is changed to "40 days" and "10 days" is changed to "15 days."

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (SEP 2010). This clause applies if this contract is \$100,000 or more.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-41 Service Contract Labor Standards (MAY 2014). This clause applies only if this contract is subject to the Act. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-54 Employment Eligibility Verification (OCT 2015). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.

52.222-54 Employment Eligibility Verification (AUG 2013).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.227-17 Rights in Data-Special Works (DEC 2007).

52.244-6 Subcontracts for Commercial Items (MAY 2014). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

2. Commercial Items If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (MAY 2014).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-54 Employment Eligibility Verification (AUG 2013).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.225-26 Contractors Performing Private Security Functions Outside the the United States (JUL 2013).

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without

adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

3. DEAR Clauses The following contract clauses are incorporated by reference from the Department of Energy Acquisition Regulations and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

952.203-70 Whistleblower Protection for Contractor Employees (DEC 2002). This clause applies to Contracts at all tiers, that involve work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

952.204-2 Security (MAR 2011). This clause applies if the Contract requires Seller's employees or Seller's subcontractor's employees to possess access authorizations. As required by paragraph (l), Seller or Seller's subcontractors are also required to have an existing DOD or DOE facility clearance or must submit a completed SF 328, Certificate Pertaining to Foreign Interests, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of the Contract/subcontract.

952.204-70 Classification/Declassification (SEP 1997). This clause applies if the Contract involves or may involve access to classified information.

952.204-77 Computer Security (AUG 2006). This clause applies if the Contract will provide access to computers owned, leased, or operated on behalf of the DOE.

952.211-71 Priorities and Allocations (Atomic Energy) (APR 2008).

970.5222-1 Collective Bargaining Agreements- Management and Operating Contracts (DEC 2000). This clause applies if the Contract is for protective services or other services performed on a DOE-owned site which will affect the continuity of operation of the facility.

970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000). This clause applies if the Contract requires complex or hazardous work on site at a DOE-owned or leased facility. In paragraphs (e) and (g), Contracting Officer means Buyer. Any request for System approvals required by the DOE shall be submitted through Buyer.

970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2010). This clause applies if the contract is subject to the provisions of 10 CFR part 707. In paragraph (c), Contracting Officer means Buyer.

4. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Homeland Security- This clause applies to Seller and Seller's subcontractors at all tiers in which employee(s) of Seller or Seller's subcontractors will require physical access to DOE/NNSA-owned or leased facilities.

- a. The performance of this contract requires that employees of Seller have physical access to Department of Energy/ National Nuclear Security Administration (DOE/NNSA) owned or leased facilities;
- b. Seller shall in initiating the process for gaining physical access, ensure:
 - (i) compliance with procedures established by DOE/NNSA in providing its employee(s) with any forms directed by DOE/NNSA;
 - (ii) that the employee properly completes any such forms; and
 - (iii) that the employee(s) submits the forms to the person designated by the Sandia Contracting Representative (SCR).
- c. Seller shall in completing the process for gaining physical access, ensure that Seller's employee:
 - (i) cooperates with the officials responsible for granting access to DOE/NNSA owned or leased facilities; and
 - (ii) provides additional information, requested by those officials.
- d. Seller shall return the badge(s) or other credential(s) provided by Sandia or DOE/NNSA pursuant to this clause, granting physical access to DOE/NNSA-owned or leased facilities by Seller's employee(s), upon:

- (i) the termination of this contract;
 - (ii) the expiration of this contract;
 - (iii) the termination of employment of an individual performing work under this contract or any subcontractor employees performing work under this contract; or
 - (iv) demand by Sandia or the DOE/NNSA for return of the badge.
- e. Seller shall include this clause in its entirety, in any subcontract at any tiers awarded in the performance of this contract, in which employee(s) of the subcontractor will require physical access to DOE/NNSA-owned or leased facilities.

f. Laws and References

- (i) Homeland Security Presidential Directive 12 (HSPD-12), August 27, 2004, <http://csrc.nist.gov/drivers/documents/Presidential-Directive-Hspd-12.html>.
- (ii) Federal Information Publication 201 entitled: "Personal Identity Verification (PIV) of Federal Employees and Contractors", March 2006, <http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>.
- (iii) NAP 70.2, Physical Protection, current version, Attachment 1, DOE Security Badge Program.

Protection of Personally Identifiable Information (PII) - This clause applies is Seller or Seller's subcontractors will receive PII through this Contract.

- a. In performing this contract Seller may be provided with PII relating to Buyer's Customer's employees, contractor employees, and any other individuals related to the work under this contract. Seller agrees that Seller 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 Buyer's Customer's 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 Buyer's Customer's computing resources as a result of incidental personal use of computing and information resources or other assets.

- b. Loss of Control of PII: If Seller becomes aware or suspects that any Buyer's Customer provided PII, has been inappropriately, taken, used, disclosed, and/or released or that the controls for access to the information have been compromised, Seller 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-SIMP (7467) or for contracts issued in California call (925) 294-3238 (these are manned 7 days a week 24 hours a day). After notifying SIMP, also verbally notify Buyer. In addition to the immediate verbal notifications, written notification will be provided to Buyer within 72 hours of the Seller learning of the situation. Seller will cooperate with Buyer's Customer and provide information needed to allow Buyer's Customer to evaluate the nature and extent of the release or loss of control.
- c. 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 Buyer's Customer (through Buyer). Seller shall ensure that these provisions shall be made applicable to any subcontractor or non-governmental third party who receives PII provided through this agreement.

Seller or Seller's Subcontractor(s) Use of Government-Owned Vehicles- The following provisions apply if work under this contract requires Seller or Seller's subcontractor personnel to operate government-owned vehicles either on or off government sites.

- a. Seller shall maintain, at Seller'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 Seller'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, Seller shall submit a completed Motor Vehicle Accident Reporting Form SF 91 to Buyer together with any additional supplemental forms required by instructions given on the General Service Agreement (GSA) Form Packet 1627. A GSA Form Packet 1627 normally is located either in the headliner or glove box of the GSA vehicle. Seller's personnel shall assure that a GSA Form Packet 1627 is available in a GSA vehicle prior to accepting and driving a GSA vehicle.

Environmental, Safety, and Health (ES&H) Requirements

- a. For Seller employees performing Seller-directed work, Seller shall provide its workers with all ES&H services, with the exception of Seller employees performing Seller-directed work on government sites for whom Buyer's Customer shall provide radiation dosimetry services and survey of record, as appropriate.
- b. Training Requirements. Any Seller 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 (SOW) prior to any attempts to enter a government site as shown by written records of such training furnished to Buyer. Seller shall certify to 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/working_with_sandia/procurement/current_suppliers/contractor_bidder/ (Forms Tab) or obtained from Buyer. Seller shall provide the completion record form for the initial ESH100 training to Buyer on the first day of work. Seller shall provide the completion records for any other training required above to Buyer 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 Seller may be terminated for default of this contract as well as every other contract the Seller has with Buyer.

Hazardous Materials

- a. Handling Requirements. For contracts that require the performance of work on government sites, Seller shall coordinate with Buyer 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. Seller shall notify Buyer of all hazardous and/or radioactive waste generated during performance of work. Such materials become Buyer's Customer-owned waste and Seller shall notify the Buyer for proper disposal by Buyer's Customer. Seller's assistance in disposal may be required by Buyer's Customer.
- b. Removal Requirements. Those hazardous materials brought onto Buyer's Customer controlled premises by Seller which are job-related consumables and have not been removed from their

original packaging and which have not been purchased by Buyer's Customer shall remain the property of the Seller and shall be removed from Buyer's Customer's site after completion of the work. Hazardous materials in the original, labeled container are not hazardous waste if the material is usable and the full or partially full container is intact and properly closed. Those scrap items which are not hazardous and which have not become hazardous through co-mingling with hazardous items are owned by Seller and shall also be removed.

Requirements for Access

- a. Government Sites. 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 Security and ES&H requirements are outlined in Buyer's Customer's ES&H Manual and Security Manual that can be accessed from the following site or by contacting Buyer. 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, Seller shall write a letter to Buyer, stating the company designation to be used by Seller 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.
- b. Seller shall withdraw and replace any individual, including any subcontractor employee, assigned to perform work under this contract, who in the judgment of Buyer, Buyer's Customer or DOE/NNSA, is to be denied access to any government site. Seller shall submit to Buyer any proposed working schedules for its personnel and the personnel of each of its subcontractors that deviate from Buyer's Customer's normal workday or work week schedule. The schedules will show proposed daily working hours and proposed work weeks. Schedules that deviate from Buyer's Customer's normal work day or work week must be approved by Buyer's Customer. In the absence of a written authorization Buyer, Buyer's Customer, or DOE/NNSA, use of government sites by Seller 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.**
- c. Sandia Sites. The organizations listed below are responsible for coordinating and administering the provisions of visitor access and control for the sites as listed.
 - i. Sandia National Laboratories, Albuquerque, New Mexico – Badge Office, Sandia Corporation, Innovation Parkway Office Complex (IPOC).
 - ii. 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.
- d. Seller will ensure that its personnel of each of its subcontractors assigned to work on Buyer's Customer's or Government premises comply with all applicable site policies. In addition Seller, its personnel and personnel of each of its subcontractors, shall :
 - i. not bring weapons of any kind onto the premises;
 - ii. not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on the premises;
 - iii. not possess hazardous materials of any kind on the premises without proper authorization;
 - iv. remain in authorized areas only;

- v. not conduct any non-Buyer's Customer-related business activities (such as interviews, hires, dismissals or personal solicitations) on the premises;
 - vi. not send or receive non-Buyer's Customer related mail through Buyer's Customer's or Government's mail systems; and
 - vii. not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on the premises without Buyer's Customer's written permission or as permitted by law.
- e. All persons, property, and vehicles entering or leaving Buyer's Customer's KAFB or Government's premises are subject to search.
 - f. Seller will promptly notify Buyer's Customer, through Buyer, and provide a report of any accidents or security incidents involving loss of or misuse or damage to Buyer's Customer's or Government's intellectual or physical assets, and all physical altercations, assaults, or harassment.

Vehicle Insurance - All vehicles, owned or operated by Seller, 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.

Vehicle Markings- All vehicles used by either Seller 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:

- a. Signs, no longer than the vehicle door is wide, with a white or lighter background, showing Seller'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.
- b. No signs shall be attached to the vehicle's glass area for safety reasons.