



Sandia National Laboratories

Operated for the United States Department of Energy by
National Technology and Engineering Solutions of Sandia, LLC.

NTESS Proprietary Information

SECTION I
Date: 06-JUN-2023
Standard Purchase Order: 2490791
Revision: 1

**ALVA MANUFACTURING INC
236 E ORANGETHORPE AVE
PLACENTIA, CA 92870-6442
UNITED STATES**

Please Respond to:

**MARQUES BOWMAN
SUBCONTRACTING PROFESSIONAL (SP)
SANDIA NATIONAL LABORATORIES
PO BOX 5800 MS1481
ALBUQUERQUE, NM 87185-1481**

Phone: ()-
Email:
Fax: ()-

Submit invoices to:

**SANDIA NATIONAL LABORATORIES
ACCOUNTS PAYABLE MS1385
PO BOX 5800
ALBUQUERQUE, NM 87185**

This is a revision to the Standard Purchase Order listed above.

This revision is authorized for binding commitment by the SP named above and is effective on the above date. By signing the copy of this Signature Page and returning it to the SP, sending an electronic acknowledgement of this transaction, or by delivering/performing the specified items/services, you are accepting the Subcontract terms. These terms include Section I appended hereto and the Section II as set forth in SF 6432-FP (CURRENT VERSION AS OF REV. 0 DOCUMENT DATE), found at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html>.

Electronically Signed by MARQUES BOWMAN dated 06-JUN-2023

Subcontracting Professional

Subcontractor Representative Signature

Date



Supplier: **ALVA MANUFACTURING INC**

Ship To: **SANDIA NATIONAL LABS
U.S. NNSA
ATTN: PO# 2490791
1515 EUBANK SE BLDG 957
ALBUQUERQUE, NM 87123
UNITED STATES**

Ship Via: **FEDEX-ML NM 891524749**

Payment Terms	Freight Terms	FOB	DPAS Rating
NET 15	COLLECT	NEW MEXICO	
Confirm To/Telephone	Requester/Deliver To		
TAM NGUYEN (714) 4625427	MIMMIE SAAVEDRA		

Notes: All dates referenced in this document are in GMT-7 America/Albuquerque
ML-55292: QA Notes 100, 101, 103, 104, 107, 109, SOW / TFC Saavedra, Paul / J62479-
113_J62479_115_J62479-117_Potting cable
RFQ-2225652
Note To Supplier

GENERAL NOTES

If this RFQ involves a royalty, please notify the TFC and Sub-Contracting Professional as soon as possible. Otherwise, we assume that a royalty does not exist and the PO will be placed accordingly.

Offerors must disclose whether they will furnish any services or products shipped from, or manufactured in or that include components manufactured in, Russia, Belarus, the Crimea region, or the Donetsk and Luhansk areas of Ukraine. No response to this solicitation shall be deemed certification that the Offeror is not furnishing such services or products.

PARTICIPATION DOCUMENT

Buy American Certificate (BAC) 8-20-2020

If an individual line item is equal to or exceeds \$10K, please sign the attached Buy American Certificate (BAC) 8-20-2020, and attach it to your quote in the Attachments tab.

****THE BAC DOES NOT APPLY TO THE OVERALL \$ AMOUNT OF THE QUOTE.****

DEADLINES

If you cannot meet the customer's requested delivery date, please quote the best delivery date that you can achieve.

Important: If you cannot deliver the parts by your promised delivery date(s), immediately email the TFC and the requester the new expected delivery date. Explain what happened in detail and indicate the actions you are taking to prevent any more slip in the schedule.

TECHNICAL QUESTIONS

Important: see the Contacts section below for contact information.

- Send all technical questions and required status updates to the requester.

- Copy the TFC on all correspondence.
- Note that you shall only change the contract or negotiations through the TFC/SP.

CONTACTS

Important: copy the TFC on all correspondence.

- Technical questions: contact the requester Saavedra, Mimmie, mlsaave@sandia.gov; (505) 284-6732) or the alternate contact (Cortes, Ashley, apoole@sandia.gov; (505) 844-5065
- Contract questions/issues: contact the TFC (Saavedra, Paul, psaave@sandia.gov)

SHIPPING, PACKING SLIPS & LABELS

- Ship Via FedEx Account #891524749
 - o FedEx Priority Overnight is the preferred shipping option, but FedEx freight shall be used for larger items.
 - o ***This account shall only be used for ML related work***
- Attach a packing slip to each box; each packing slip must specify all items contained in each box.
- Label all packages as shown below:

Ship to: Sandia National Laboratories
ATTN: Saavedra, Mimmie
1515 EUBANK BLVD SE BLDG. 957
BLDG 890 RM 1280
PO# , ML# 55292
ALBUQUERQUE NM 87123

STATUS REPORTING

Important: only bid if you can meet this reporting requirement; quote accordingly to accommodate it.
Status reporting is required for every line item via email. Begin sending these status-report emails immediately after the PO is awarded and according to the frequencies listed below.
Send status emails to Requester and copy TFC.

Status-Report Frequencies-

Electric biweekly update: starting from the award of the PO, email a status update every other Thursday COB until the entire job is delivered.

Status-Report Information

Include the following required information in your reporting emails:

- Confirmation of a manufacturing schedule for the parts
- ML number, PO number, part number (including rev./issue/release)
- Delivery status (i.e., Delivered, On time, Late)
- Confirmation that delivery dates are still valid for items with a delivery status of "On Time," and/or
- Confirmation of new delivery dates for overdue parts (i.e., Late–new delivery date is mm/dd/yyyy)

Reference Documents: ML-55292 PRINTS AND MODELS.zip

All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Promised:29-JUN-2023	85	EACH	\$30.76	\$2,614.60
J62479-113/B/Potting Shell, Cable, Shell size 13 QA NOTES: 100,101,103,104,107,109,SOW.					
Use the ship-to address at the top of page					
Deliver To: MIMMIE SAAVEDRA MLSAAVE@SANDIA.GOV					

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Amount (USD)
2	Promised:29-JUN-2023 J62479-115/B/Potting Shell, Cable, Shell size 15 QA NOTES: 100,101,103,104,107,109,SOW. Use the ship-to address at the top of page Deliver To: MIMMIE SAAVEDRA MLSAAVE@SANDIA.GOV	100	EACH	\$27.49	\$2,749.00
3	Promised:29-JUN-2023 J62479-117/B/Potting Shell, Cable, Shell size 17 QA NOTES: 100,101,103,104,107,109,SOW. Use the ship-to address at the top of page Deliver To: MIMMIE SAAVEDRA MLSAAVE@SANDIA.GOV	130	EACH	\$23.25	\$3,022.50
Total: \$8,386.10 (USD)					



Subcontract Terms and Conditions

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Amendment

The parties hereby agree to amend the terms of the agreement as follows:

A. SECTION I CLAUSES

3. DELIVERY - 010DEL (05-17) (Updated)

Subcontractor stated the original date was short of their lead time and requested a new date of 7/11/23 and SDR agreed to the new date.



Terms and Conditions

A. SECTION I CLAUSES

1. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE CERTIFICATION - 001NAI (10-22)

The Subcontractor represents by acceptance of this subcontract that, at the time of submission of its offer, the representations and certifications currently posted electronically in the General Services Administration's (GSA) System for Award Management (SAM) at sam.gov or as submitted via a National Technology and Engineering Solutions of Sandia, LLC (NTESS) Supplier Data Sheet are current, accurate, complete, and applicable to this award.

The NAICS code for this acquisition and size standard are **332710: Machine Shops, size standard 500 employees.**

2. STATEMENT OF WORK - 001SOW (05-17)

Sandia National Laboratories (SNL) is committed to providing its customers with high quality products and services on-time at reasonable prices. The work shall be performed in accordance with the drawings, sketches, and narrative as described in the drawing package in the Subcontractor's possession and referenced at the line level on the previous pages.

SNL expects its qualified Subcontractor to meet or exceed SNL's quality requirements in the following areas:

- Fabricated hardware
- Traceability documentation
- Meet schedule and performance criteria of 85% on-time delivery and 85% quality over a three (3) month period

Additional Requirements

A. The ML Supplier Quality Management System will be used for tracking delivery, traceability documentation, and quality verification metrics.

- Quality performance will be calculated as a percentage of deviations per measured dimensions.
- Traceability performance will be calculated as a percentage of requested quality documentation.
- A delivery system with adjustments for each business day early, on-time, or late i.e. on-time = 100% on-time, 1 day late = 90%, 110% = 1 day early.
 - Upon late delivery, SNL reserves the right to renegotiate subcontract value, unless both parties have mutually waived delivery requirements.
- The Subcontractor shall notify the cognizant TFC immediately if any of the SNL provided documentation (ie., drawings, etc) will cause a delivery beyond what is stated in the SPO.
- The Subcontractor shall send an email notification to the TFC when an order is ready for shipment to SNL, with reference to ML # on subject line. The Subcontractor shall include traceability document package in the email shipment notification.



- **The Subcontractor shall provide every 2 weeks updates of all SNL open jobs to the cognizant SDR and TFC by close of business Friday.**

B. A non-conforming product and corrective action plan shall be used to track product deviations.

- The Subcontractor corrective action process will be followed upon identification of a non-conformance that SNL determines to be the responsibility of the Subcontractor (either process or product related).
- The Subcontractor shall have documented procedures that assure prompt action is taken to correct non-conforming situations.
- The Subcontractor shall remake or rework and give priority to any non-conforming product that is returned and expedite resolution of non-conformance.

C. Shipping Requirements:

- The Subcontractor shall provide two (2) traceability/document packages. One (1) hard copy with the delivery and one (1) electronic copy emailed to the TFC for archive.
- Documentation from the TFC allowing (if acceptable) non-conformance shall be included in traceability document package. All non-conformances shall be identified on Measurement Report and Non-Conformance Report. The Subcontractor shall provide a Certificate of Conformance (CofC) that lists all non-conformances to the TFC.
- SNL may request partial deliveries of items ordered. This may be on a line item level or partial quantities of a single line item. When supplying SNL with partial deliveries the Subcontractor shall notate on the Shipper that the shipment is a partial shipment and by identifying which line item(s) are being delivered and the quantity that is being delivered.

For example:

Partial shipment

Line item 1 -- quantity ordered 10 -- quantity shipped 5

- The Subcontractor shall include only one (1) order per shipper.
- The TFC shall be the point-of-contact (POC) for all communication regarding the TFC request/order (i.e. design definition issues and non-conformances).
- The Sandia Subcontracting Professional (SP) or a TFC shall be the only person(s) who may authorize changes to quantities, total price and/or delivery as well as design definition changes.

3. DELIVERY - 010DEL (05-17)

The Subcontractor shall deliver all items on or before 11-JUL-2023.

4. TOTAL PRICE - 021TP1 (05-17)

Total Price: \$8,386.10

The Subcontractor shall invoice in full upon completion of the work delineated in the Statement of Work described



herein. Partial payments are not authorized.

5. PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT) - 805EFT (09-22)

- (a) NTESS's preferred payment mechanism is Electronic Funds Transfer (EFT) accompanied by e-mail notification following the execution of an EFT payment. If not already signed up to receive EFT from NTESS, upon subcontract award, Subcontractor shall submit an Electronic Funds Transfer Agreement (Form SF 9424-EFT), located at https://www.sandia.gov/files/working-with-sandia/current-suppliers/assets/forms/SF_9424-EFT.pdf to iSupplier Account Management Team at isupplier@sandia.gov.
- (b) *Subcontractor's EFT information.* NTESS shall make payment to the Subcontractor using the EFT information contained in the Electronic Funds Transfer Agreement in place between NTESS and the Subcontractor.
- (c) *Subcontractor's financial Institution Information.* The Subcontractor is responsible for timely notifying NTESS of subcontractor financial institution changes that could impact NTESS's payment to subcontractor. NTESS is not responsible for any late payments resulting from such changes.
- (d) *Liability for erroneous transfers.* Upon discovery of a duplicate payment, overpayment, fraudulent payment, or any payment made in error, Subcontractor agrees to immediately repay NTESS in the amount thereof.

6. INVOICING - FIRM FIXED PRICE 812INV (11-22)

Subcontractor shall submit an original invoice within thirty (30) days of delivery of goods or completion of services or in accordance with other invoicing requirements noted in the subcontract Terms and Conditions.

INVOICING INSTRUCTIONS

Any deviation from the following invoicing instructions, including invoices delivered to a street address, MAY DELAY PAYMENT.

A. Submittal Requirements

- 1. Subcontractor shall submit invoices and supporting documentation, if applicable, to National Technology and Engineering Solutions of Sandia, LLC (NTESS) via one of the following methods:
 - a) Electronic Invoice (E-Invoice) via NTESS's web-based iSupplier Portal. NTESS strongly encourages Subcontractors to submit invoices electronically as this is NTESS's preferred invoicing method. See URL http://www.sandia.gov/working_with_sandia/current_suppliers/accounts_payable/electronic.html for information on using NTESS's E-Invoice. An invoice image and supporting documentation, if applicable, shall be attached to the E-Invoice record created in iSupplier; or
 - b) U.S. Mail to the address listed below, unless otherwise specified in the subcontract.
Sandia National Laboratories
Accounts Payable
PO Box 5800 MS 1385
Albuquerque, NM 87185
- 2. Each invoice for this subcontract shall include the following information:



- a) The NTESS subcontract document number as it appears exactly in the subcontract;
 - b) The Subcontractor's name exactly as it appears in the subcontract;
 - c) A unique invoice number and date;
 - d) The line item number, description/part number and quantities, if any, exactly as they appear in the subcontract;
 - e) The quantity of items remaining to be shipped, if this subcontract allows for partial shipment;
 - f) Any applicable freight charges (including freight forwarder charges paid by Subcontractor); and
 - g) A copy of the freight bill charges of \$100 or more; for payment of freight charges to occur, any freight charges invoiced separately by a freight carrier must include the NTESS subcontract number.
3. Subcontractor shall clearly identify if the invoice is the final invoice for this subcontract.
- B. If Subcontractor has more than one subcontract with NTESS, Subcontractor shall invoice each subcontract separately with all required information in A.2 above.
- C. Payment processing based on the agreed terms in the subcontract begin upon receipt of proper invoice by NTESS Accounts Payable with all required information in A.2. above.
- D. If Subcontractor owes NTESS money, Subcontractor agrees that NTESS, at its discretion, may use the following methods to collect the amount owed by Subcontractor to NTESS:
1. Offset. NTESS reserves the right to offset from the amount NTESS would otherwise owe Subcontractor under this subcontract, any amount owed by Subcontractor to NTESS under this or any other subcontract between NTESS and Subcontractor.
 2. Invoices to Subcontractors. NTESS may invoice Subcontractor for any amount owed by Subcontractor to NTESS.
- E. Subcontractor shall not submit duplicate invoices to NTESS.
- F. Preferred Payment Methods:
1. Electronic Funds Transfer (EFT): If not already signed up to receive EFT from NTESS, upon subcontract award, Subcontractor shall submit an Electronic Funds Transfer Agreement (Form SF 9424-EFT), located at http://www.sandia.gov/working_with_sandia/current_suppliers/accounts_payable/electronic.html. Subcontractor shall submit the completed EFT form through the iSupplier Portal for processing. No email submittals will be accepted. Once submitted, send an email (with no attachments) to isupplier@sandia.gov, as notification that a new EFT agreement needs processing. For questions, please contact isupplier@sandia.gov.
 2. Virtual Pay/Payment Plus: This is a payment mechanism using a Visa Commercial Card. If eligible, the Subcontractor will be invited to participate in the program. To determine eligibility, contact virtualpay@sandia.gov.
- G. Subcontractor payment information is obtained and verified via the iSupplier Portal. Use the iSupplier Portal for online viewing of the status of payments or to request additional username setups. If no username/password is enabled, email the iSupplier Helpdesk at supreg@sandia.gov to obtain one. To avoid payment delays, Subcontractor must maintain current information in their iSupplier account at https://supplierportal.sandia.gov/OA_HTML/RF.jsp?function_id=1027932&resp_id=-1&resp_appl_id=-1&security_group_id=0&lang_code=US¶ms=faWZ-ZGsr0zvoyTu6WVEVw&oas=ppj3IeldU5BXi6vQR4gCeg.

7. QUALITY ASSURANCE NOTES - 105QAN (05-17)

Quality Assurance Notes located at

http://www.sandia.gov/working_with_sandia/procurement/current_suppliers/contractor_bidder/index.html under the Policies tab apply to the items listed below as follows:

ITEMS: ALL

NOTES:

100: Per Drawing, Sketch, or Other Communication



101: General Product Requirements

103: Certification of Compliance

104: Raw Material Certification

107: Supplier Inspection Records

109: Special Processes Certification

8. QUALITY ASSURANCE PROGRAM - 108QAP (07-20)

The Subcontractor's Quality Assurance (QA) program shall control activities that may affect the quality of the item(s) or service(s) specified in the subcontract, Statement of Work (SOW), or documents incorporated by reference. Subcontractor's QA program shall meet or exceed requirements in 10 CFR 830 and DOE O 414.1 (latest version applicable at the date of this subcontract) (<https://www.directives.doe.gov/>; examples of compliance include ISO9001, AS9100, ASME NQA-1) and be documented via written policies, procedures, or instructions. Subcontractor shall adhere to its QA program during performance of this subcontract.

GIDEP Reporting Notice

NTESS is required to report suspect, counterfeit, and nonconforming items to the Government Industry Data Exchange Program (GIDEP). Deliverables identified as suspect, counterfeit, or having a reportable nonconformance may be reported to the GIDEP database in accordance with FAR 52.246-26, *Reporting Nonconforming Items*.

9. SUSPECT/COUNTERFEIT ITEMS (S/CI) - 128SCI (07-20)

Suspect/counterfeit item(s) (S/CI), fraudulent items (FI), fraudulent services, and fraudulent misrepresentation of goods or services are of serious concern to NTESS because they not only threaten personal safety, equipment, and system reliability, but also, may inhibit compliance with regulatory standards. Failure of a safety or mission critical system due to S/CI & FI could also result in security implications at DOE facilities.

(a) Definitions

1. **Genuine Item.** Items that are produced and certified without the intent to deceive.
2. **Counterfeit Items.** Items that are intentionally manufactured, refurbished or altered to imitate original products without authorization in order to be passed off as genuine.
3. **Fraudulent Items.** Items that are intentionally misrepresented with intent to deceive, including items provided with incorrect identification or falsified and/or inaccurate certification. They may also include items sold by entities that have acquired the legal right to manufacture a specified quantity of an item but produce a larger quantity than authorized and sell the excess as legitimate inventory.
4. **Suspect Items.** Items where there is an indication or suspicion that they may not be genuine.

(b) The following provisions supplement and incorporate the existing subcontract terms by reference:

1. Subcontractor expressly represents that all items, services, or software provided under this subcontract are suitable for the intended or specified use (i.e. within the subcontractor's parameters or as specified by NTESS), and do not include substandard materials, unintended, or unspecified characteristics (i.e. functionality that is not previously defined in documentation or otherwise to NTESS) or substitutions unless otherwise consulted or approved by NTESS.



2. Subcontractor represents and shall ensure that counterfeit items, including component parts, and/or materials will not be furnished or delivered to NTESS.
 3. Subcontractor represents authorized and lawful use of any labels, trademarks, or logos designed for/affixed to items supplied or delivered to NTESS.
 4. Subcontractor represents that all items, goods, or services provided to NTESS are verifiably compliant with any applicable quality, and/or safety and manufacturing standards that may be noted in the statement of work, catalog, or is included as part of the description or sale of the item including, but not limited to U.S. Government or industry-accepted specifications and national consensus standards.
 5. Subcontractor shall use counterfeit prevention and/or quality assurance procedures, that include a counterfeit and fraudulent item detection program.
 6. Subcontractor shall notify NTESS if Subcontractor suspects or becomes aware of used or counterfeit goods furnished to NTESS within 60 (sixty) business days to preclude any potential reputational or mission damage, safety, or quality issues with the item or service. Subcontractor is required to disclose the source of the S/CI and FI to NTESS and shall provide documentation authenticating traceability of affected item(s). Subcontractor must notify NTESS by either:
 - i. contacting the SP (listed on the first page of this subcontract)
 - ii. emailing the SNL Suspect/Counterfeit Items Program Coordinator at sqasci@sandia.gov
 7. Unless otherwise specified, Subcontractor shall purchase directly from product manufacturers or authorized manufacturer distributors whenever possible.
 8. Suspect/counterfeit items furnished under this subcontract will be impounded by NTESS. Subcontractor may be required to replace such items, at no cost, with items acceptable to NTESS. Subcontractor shall be liable for all costs relating to discovery, removal, impoundment, and replacement of materials and equipment that exhibit suspect or counterfeit item characteristics or conditions.
 9. Subcontractor shall indemnify NTESS, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from any and all suspect or counterfeit services, goods, software, materials, components, or parts. Indemnification does not apply to any subcontracts placed with Universities.
 10. Unless otherwise specified in this subcontract, Subcontractor shall furnish new and unused goods which includes only those items which have not been previously opened, refurbished, substituted, used for display, or if normally provided unassembled, assembled without prior consent from the Subcontract Manager or other Sandia Delegated Representative listed on the first page of this subcontract.
- (c) Detection of suspect counterfeit item(s), services, or software; evidence of misrepresentation of goods or services; or any fraudulent misrepresentations may result in reporting and/or investigation by the DOE and the Office of the Inspector General.
- (d) If this subcontract provides for the use of credit cards, their use in no way relieves the Subcontractor from complying with all requirements of this section.
- (e) Additional detailed information is available at the DOE webpage and in the [DOE Suspect/Counterfeit Items Resource Handbook](#). For questions or to report suspect or counterfeit items, materials, services, or software email the SNL Suspect/Counterfeit Items Program Coordinator at sqasci@sandia.gov. Suspected fraud, waste, or abuse by a DOE employee, Subcontractor, or grant recipient involving DOE programs may also be reported to the Office of Inspector General by phone (800) 541-1625, or by email ighotline@hq.doe.gov. Additional information is available at: <http://energy.gov/ig/office-inspector-general>.

10. DELEGATION OF AUTHORITY - 404KDB (11-22)



The following NTESS personnel are hereby authorized to act as Sandia Delegated Representatives (SDRs) for the specific purpose(s) shown below, subject to the Section II limitations as authorized. SDRs shall exercise no supervision over the Subcontractor's employees.

SDR(s):

Name/Org Number/Phone Number/Mail Stop/Email

SAAVEDRA, MIMMIE Org 06781 Phone 505-284-6732 Mail Stop 0982 Email MLSAAVE@SANDIA.GOV

---SDR2 intentionally left blank--

---SDR3 intentionally left blank--

DUTIES DELEGATED:

Act as the technical liaison; inspect and accept deliverables; review, approve, and request support documentation for invoices; ensure safety in accordance with NTESS's Environment, Safety, and Health Laboratory Policy System (LPS) which includes obtaining management approval of the Contract Specific Safety Plans (CSSP), and retain a copy of the approved CSSP; track subcontractor compliance to all required safety and security requirements; track all required training for subcontractor personnel; provide approval of domestic travel, and foreign travel including obtaining DOE approval per LPS ISS100.4.2, Control International Travel, in accordance with the terms of the subcontract; track government-furnished property/materials (GFP/M) to include performing site visits when indicated by ISCM004.1, Manage GFP/GFM; and ensure that security requirements are followed per LPS Safeguards & Security.

The Subcontractor shall not start plans for international travel without first successfully completing the required training (EC100, Export Control Awareness Training, and FCPA100, International Business Practices), and obtaining the required DOE/NSA advance approval from the SDR.

For the purpose of adding/modifying the SDR, the revision may occur via an email notification reflecting the change to the clause. A subcontract revision is not required if this notification is issued. A copy of the email notification shall be part of the subcontract file and shall be legally binding on the parties.

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

11. INDEPENDENT SUBCONTRACTOR RELATIONSHIP - 432ISR (11-22)

a) Subcontractor is an independent subcontractor in all its operations and activities related to this subcontract. The employees used by Subcontractor to perform Work under this subcontract shall be Subcontractor's employees, agents or subcontractors, without any relation whatsoever to NTESS.

(b) Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this subcontract.

(c) Subcontractor shall indemnify and hold harmless NTESS from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which NTESS may sustain or incur in consequence of:



1. Subcontractor's failure to pay any employee for the Work rendered under this subcontract
2. Any claims made by Subcontractor's personnel against NTESS

(d) Subcontractor is not authorized to represent NTESS in any way or to bind NTESS by any promise, agreement, or obligation.

(e) Subcontractor shall flow down the requirements of this clause to any applicable lower-tier subcontracts for services.

12. PERSONAL IDENTITY VERIFICATION FOR EXTENDED PHYSICAL AND CYBER ACCESS – 600ACC (11-20)

In accordance with [NNSA SD 206.2, Implementation of Personal Identity Verification \(PIV\) for Uncleared Contractors](#), background investigations may be required for uncleared subcontractor and lower-tier subcontractor employee(s) requiring physical or cyber access to NTESS/SNL or DOE/NNSA owned or leased facilities and/or designated Information Technology (IT) systems for more than 179 calendar days. This includes any physical and cyber access combinations that exceed 179 days.

The Subcontractor will be notified by SNL Personnel Security when the uncleared Personal Identity Verification (PIV) background investigation process is required. The Subcontractor shall ensure eligible employee(s) and lower-tier Subcontractor employees comply with the PIV process which includes:

- A. Electronic fingerprinting,
- B. Two forms of identification and having a photo taken, and
- C. Completion of SF85, [Questionnaire for Non-Sensitive Positions](#) and OF306, [Declaration for Federal Employment](#).

Unfavorable PIV determinations will result in immediate revocation of physical and/or cyber access, and may result in the Subcontractor and lower-tier Subcontractor employee(s) removal from performance of work under this agreement. Uncleared Subcontractor and lower-tier Subcontractor employee(s) may appeal unfavorable PIV determinations to DOE/NNSA.

Compliance with PIV procedures is required for Subcontractor and lower-tier Subcontractor employee(s) continued authorization to perform work and access to NTESS/SNL and DOE/NNSA sites and IT systems.

For any additional questions, contact SNL Security Connection at (505) 845-1321 or security@sandia.gov.

RESOURCES

FSO Toolcart (<https://www.sandia.gov/FSO/index.htm>), NTESS resource for badging, access, and security information.

13. SAFEGUARDING HANDLING AND TRANSMISSION OF INFORMATION - 633DST (05-17)

All drawings, specifications, technical information, subcontract or proposal-related information, project management information, and lower tier supplier information supplied to the Subcontractor or generated by the Subcontractor shall be protected from unauthorized use, reproduction, and disclosure and Subcontractor shall protect the information at least to the same extent it would use to protect its own most valuable and proprietary information. Dissemination or use of such information is limited to such of its employees and Subcontractors, if any, whose job performance for this specific subcontract requires the information and only for those purposes. No other dissemination or use is permitted without prior written approval of the Subcontracting Professional/Sandia Delegated Representative.

All electronic information transmitted by the Subcontractor shall be protected with appropriate levels of encryption or Transport Layer Security (TLS).

14. COVID-19: SAFE AND SECURE WORK PRACTICES FOR SUBCONTRACTORS WORKING ON-SITE -



702REQ (10-22)

All Subcontractor personnel who will perform work on NTESS-controlled premises shall work in accordance with NTESS's COVID-19 Safe and Secure Work Practices (<https://www.sandia.gov/working-with-sandia/covid-19-work-practices-for-subcontractors/>) and as directed by the Sandia Delegated Representative.

15. ARTICLES FOR PROCESS AND FABRICATION LABORATORY PROCUREMENT - 710KK (05-17)

The following clauses of NTESS Form entitled "Articles for Process and Fabrication Laboratory Procurement" located at <https://www.sandia.gov/working-with-sandia/current-suppliers/subcontract-information/> are hereby incorporated into and made a part of this procurement.

- A. General Product Requirements
- B. Inspection Reports
- C. Welding Requirements - Class II
- D. Welding Requirements - Class I

16. PROHIBITED COMPONENTS, EQUIPMENT, SYSTEMS, PRODUCTS, SOFTWARE, AND SERVICES DISCLOSURE - 715PRO (10-19)

The Subcontractor shall not provide or use components, equipment, systems, software, and services from listed covered vendors in performance and deliverables. This prohibition applies to all covered vendor items and services, whether purchased directly from the covered vendor or through a third-party. Subcontractor shall flow down this requirement to lower tier suppliers in subcontracts, including subcontracts for commercial items.

Covered Vendors

- (i) FAR 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities is, hereby, incorporated by reference in full force and effect. This requirement includes, but is not limited to, hardware, software, and services developed or provided by Kaspersky Lab; any successor entity to Kaspersky Lab; any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has a majority ownership. Additional prohibition requirements and "covered article" definitions are stated in the FAR clause.
- (ii) FAR 52.204-25-Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment is, hereby, incorporated by reference in full force and effect. This requirement includes, but is not limited to, covered telecommunications or video surveillance equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Additional prohibition requirements, "covered telecommunications equipment or services," "covered foreign country," "critical technology," and "substantial or essential components" definitions are stated in FAR clause.
- (iii) All products and services from Acronis (or any subsidiary or affiliate)

If Subcontractor uses or provides prohibited components, equipment, systems, products, software and/or services to NTESS, Subcontractor shall disclose this information by reporting the following to contractnotification@sandia.gov:

- (i) Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and



Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended; and

(ii) Within ten (10) business days of submitting the information required per this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent the procurement or use of any good, equipment, system, product, and/or service covered by this clause.

17. SUBCONTRACTOR CORRECTIVE ACTIONS - 819SCA (10-18)

A corrective action process is required to be followed upon identification of a non-conformance that NTESS determines to be the responsibility of the subcontractor (either process or product related). Subcontractors with quality problems (i.e. repeat or systemic non-conformances not properly resolved by the subcontractor's corrective action process) may lose NTESS' future business.

The subcontractor shall have documented procedures that assure prompt action is taken to correct nonconforming conditions, including but not limited to:

1. The root cause of the non-conformance
2. Short-term containment actions with completion date
3. Long-term solution identification
4. Completion date for long-term solutions

Work in process or new order placements may be paused by a Subcontracting Professional (SP) until the subcontractor satisfactorily completes and documents items 1 and 2 above. Subcontracted delivery dates may or may not be authorized for extension by the SP based upon the circumstances. Regardless of whether work is paused or not paused, items 3 and 4 above must still be completed as directed by the SP, in order to continue to be a candidate for any potential future NTESS business.

For severe non-conformances (as determined by NTESS), a written corrective action report with details on the causal analysis performed and preventative/corrective actions taken is required to be generated by the subcontractor and submitted to the SP. These solutions will be verified by NTESS personnel.

18. ORGANIZATIONAL CONFLICTS OF INTEREST - 824DR (05-17)

The requirements of Section II Clause DEAR 952.209-72 Organizational Conflicts of Interest apply to this subcontract; the term specified under paragraph (b)(1) shall be 5 years. It is the responsibility of the Subcontractor to report any potential conflicts to the SP.

19. ACQUISITION CONFLICT RESOLUTION PROCESS - 850ACR (02-20)

NTESS encourages open, honest communication between suppliers, Subcontractors, and the Subcontracting Professional (SP) in resolving a concern. It is always best to resolve issues in an open atmosphere between the suppliers, Subcontractors, and SPs without escalating the problem. The goal is to ensure timely resolution of the problem without undue expense to either parties involved.

It is the intent of NTESS to resolve supplier and Subcontractor concerns through a Conflict Resolution Process, that is timely, includes several options, is easy to use, and provides satisfactory results to the supplier, Subcontractor, and NTESS. This



process is described at:

http://www.sandia.gov/working_with_sandia/procurement/current_suppliers/contractor_bidder/index.html under Policies.

By submitting a response to the solicitation, the Offeror agrees to use the Acquisition Conflict Resolution Process exclusively at the URL listed to resolve issues or concerns related to the evaluation of quotes and the failure to receive a subcontract/agreement under the solicitation.

After award of a subcontract/agreement, the Subcontractor agrees to use the Acquisition Conflict Resolution Process exclusively at the URL listed to resolve any subcontract/agreement disputes that occur during the performance of the subcontract/agreement.

20. FREE ON BOARD ORIGIN (FOB-O) GENERAL SHIPPING INSTRUCTIONS - 864FOB (12-21)

SHIPMENTS FROM LOCATIONS WITHIN THE UNITED STATES

SHIPPING TERMS

The shipping terms for this subcontract are governed by the Uniform Commercial Code of the United States. FOB NEW MEXICO, COLLECT.

No insurance cost shall be allowed unless authorized in writing. 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 Prime Contract No. DE-NA0003525. In accordance with the terms of U.S. Department of Energy (DOE)/National Nuclear Security Administration (NNSA) contract DE-NA0003525 for the Management and Operation of Sandia National Laboratories, title to all tangible property passes directly from the Subcontractor to the U.S. Government when received at the place of origin.

National Technologies and Engineering Solutions of Sandia, LLC (NTESS) shall arrange at its own expense for the carriage of the goods to the named place of destination. NTESS shall be responsible for payment of initial and final freight charges.

The Subcontractor shall place the goods at the disposal of NTESS, or of other persons named by NTESS, on any arriving means of transport designated by NTESS at the place of origin on or before the date agreed for delivery.

CUSTOMS CLEARANCE (Applies only when Subcontractor furnishes item(s) obtained by the Subcontractor from a source outside the United States.) Subcontractor shall clearly state their company name as Importer of Record/Bill To on the Commercial Invoice (name of company responsible for clearing shipment through U.S. Customs). NOTE: NTESS will not provide entry instructions to the broker.

If the Subcontractor ships from locations outside the United States, the Subcontractor, or its Agent, shall be the Importer of Record. The Subcontractor shall be responsible for customs clearance in the country of destination and the payment of associated customs duties, taxes, and other applicable charges for import into the country of destination.

SHIPPING INSTRUCTIONS

The Subcontractor shall carefully follow the instructions in this clause to allow efficient delivery processing. Failure to follow the instructions may reflect on the Subcontractor as a late delivery and result in:

- A. Disallowance of any associated costs incurred by the Subcontractor;
- B. Delays in payment; and/or
- C. Termination of this subcontract.

Shipping, Routing, and Carrier Information:

If shipping, routing, and carrier information has not been provided elsewhere in this subcontract, the Subcontractor shall contact the NTESS Traffic Analyst for shipping/routing/carrier information at least (10) business days prior to shipment.

- For shipments to **SNL New Mexico**
 - email to inbound@sandia.gov, or call (505) 844-1448, then choose option 1
- For shipments to **SNL California**:
 - email to twalbri@sandia.gov or call (925) 294-1568/ (925) 337-4413
 - Alternate 1: alnorri@sandia.gov or call (925) 667-0788
 - Alternate 2: ajimen@sandia.gov or call (925) 294-6425/ (925) 337-4407

Within five (5) business days of receipt of the notice, the NTESS Traffic Analyst will provide the Subcontractor with instructions for shipment. If the Subcontractor does not receive instructions from the NTESS Traffic Analyst within five (5) business days, the Subcontractor shall contact the Subcontracting Professional for instructions.



Shipping Address:

The Subcontractor shall ship items for this subcontract to the following address.

SANDIA NATIONAL LABS
U.S. NNSA
1515 EUBANK SE BLDG 957
ATTN: Subcontract# 2490791
ALBUQUERQUE, NM 87123
US

Packing Slip:

The Subcontractor shall attach a packing slip to OUTSIDE of shipping container. The packing slip shall include:

- A. Shipping address
- B. Subcontract number; and
- C. Individual line items or part numbers exactly as listed on the subcontract.

FOR NTESS PICKUP:

Goods shall be released only to personnel with an NTESS Employee Identification Card. NTESS subcontractors do not have an NTESS Employee Identification Card and are NOT allowed to pick up NTESS purchased goods.

21. DOCUMENTS INCORPORATED BY REFERENCE - 030REF (05-17)

[X] Drawings, Designs and Specifications Referenced in Section I

ML-55292 is in suppliers possession.