

Document Number 1



Sandia National Laboratories

Operated for the US Department of Energy by
Sandia Corporation

880974
==

SECTION I
Date: 19-DEC-2008
Standard Purchase Order: 880974
Revision: 0

HEATHER WILSON & COMPANY LLC
9220 GUADALUPE TRAIL NW
ALBUQUERQUE, NM 87114
United States

To National
Nuclear Security
Administration
(NNSA)

Please respond to:

VIRGINIA LUJAN
SANDIA CONTRACTING REPRESENTATIVE (SCR)
SANDIA NATIONAL LABORATORIES
PO Box 5800 MS 1484
Albuquerque, NM 87185-1484

Phone: (505)844-9101
Email: VRLUJAN@sandia.gov
Fax: 505 844-7821

Submit invoices to:

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

Invoice Status Line: (505)845-9600

Supply Chain Help Desk: phdesk@sandia.gov

This Fixed Rate contract between Sandia Corporation and the above named Contractor is authorized for binding commitment by the SCR named above, and is effective on the above date, provided that the contractor accepts the contract terms. These terms include Section I appended hereto and Section II as set forth in SF6432-CO (03-05), found at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> by signing the copy of this Signature Page and returning it to the SCR, or by delivering/performing the specified items/services, you are accepting the contract terms.

Authorized Contract Representative

Date



Sandia National Laboratories
 Operated for the U.S. Department of Energy by
 Sandia Corporation

SECTION I
 Standard Purchase Order 880974, 0

Supplier: **HEATHER WILSON & COMPANY LLC**

Ship To: **NO SHIPMENT**
United States

Ship Via: **CARRIER NOT SPECIFIED**

Payment Terms	Freight Terms	FOB	Deliver To
NET 10			

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	CONSULTANT/ADVISORY SERVICES	Promised: 04-JAN-2009 00:00:00 Needed: 04-JAN-2009 00:00:00				120,000.00
Ship To: Use the ship-to address at the top of page Deliver To: ANNE CHAVEZ (120000) AKCHAVE@sandia.gov						
Total: 120,000.00 (USD)						



Contract Terms and Conditions

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Terms and Conditions

A. SECTION I CLAUSES

1. STATEMENT OF WORK

At the direction of the Sandia Delegated Representative (SDR), the Consultant shall function in an advisory role to Sandia President, Executive Vice Presidents, and Vice Presidents on a broad range of national security topics, Congressional interaction strategies, relevant mission and program strategies, cyber and space initiatives, and related /derived areas and panels.

2. PERIOD OF PERFORMANCE

Period of Performance shall begin 2009/01/05 and shall end 2010/01/04.

(Not to exceed 1044 hours, including authorized paid travel time during any 12-month period)

3. CEILING PRICE - 024TP4 (06-02)

Ceiling Price: \$120,000.00

Sandia shall not be obligated to make any additional payments and the Contractor shall not be obligated to furnish further services, when cumulative billings under this contract total the above amount or a lesser amount as indicated in the Limitation of Obligation Clause, if such a clause appears in this contract.

Contractor shall give written notification to Sandia's Contracting Representative when billings total 75% of the amount stated in this clause.

4. ALLOWABLE CHARGES - CONSULTANT CONTRACTS - 041ACC (12-08)

A. Labor

The following hourly billing rate(s) are applicable beginning on the effective date of contract:

Consultant Name: Heather Wilson

Consultant fee per month: \$10,000.00

5. COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) - 294IP (08-06)

If this contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to: (1) obtain the Sandia Contracting Representative's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Sandia Contracting Representative of such nonconformance and act in accordance with instructions of the Sandia Contracting Representative.



6. PROHIBITED ACTIVITIES - 400PA (07-07)

Contractor shall not engage in any activity specifically related to obtaining, retaining, or facilitating business or business opportunities for Sandia inside or outside the United States. Contractor shall not express or imply that Contractor is acting for or on behalf of Sandia. The Contractor shall not have any contact with any customer or potential customer to discuss any Sandia capability or technology that may be transferred to any party, whether United States or foreign. The Contractor shall not transfer or offer to transfer anything of value to any employee, officer or representative of any customer or potential customer of Sandia for any purpose related to any Sandia activity or performance of this contract.

Contractor shall not have any contact with any present or potential federal, state, municipal, or local government customers or commercial customers, or federal, state, municipal or local legislators or legislative personnel for the purpose of obtaining or retaining business for Sandia Corporation.

The following types of activities would be classified as domestic Business Development Consultant Services and are prohibited under this contract:

- A. Activity involving dialogue or interaction with government or commercial personnel to establish business opportunities or define program requirements, including technical, operational, management, financial, or contractual requirements;
- B. Activity with government personnel to establish criteria for contract award, make contract award decisions, negotiate contracts, or administer contract performance; and
- C. Activity with legislators, or legislative personnel who are involved in the authorization and appropriation process or who otherwise participate in activity involving Sandia Corporation business.

Contractor shall not have any contact either inside or outside the United States with a foreign customer, or potential customer and shall not engage in any activity specifically related to obtaining, retaining, or facilitating business or business opportunities for Sandia, including offset/counter trade commitments to foreign governments, in or with any foreign country or foreign firm by:

- A. Advising Sandia management in connection with business development, acquisition or retention of such business in such environment; or
- B. Representing Sandia in connection with sales efforts involving any representatives of foreign customers, potential customers, foreign firms, or foreign governments.

7. DELEGATION OF AUTHORITY - 404KDB (09-07)

The following Sandia personnel are hereby authorized to act as Sandia Delegated Representatives (SDRs) for the specific purpose(s) shown, subject to the Section II limitations as authorized.

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

Sandia Delegated Representative(s) (SDR):

Name/Org No/Phone Number

CHAVEZ, ANNE Org 10650 - Division Business Operations Phone 505-845 2071 Mail Stop 1231

DUTIES DELEGATED:

Provide technical liaison, inspect and accept deliverables, review invoices, approve all domestic and foreign travel in accordance with CPR400.3.13.

With regard to foreign travel, the Sandia Delegated Representative (SDR) will ensure the Contractor has successfully completed the required training (EC100 and FCPA100), will obtain the required DOE/NNSA advance approval of foreign travel for the Contractor using Sandia's Foreign Travel Office, and will ensure that the required post-travel trip report has been submitted, in accordance with the requirements of CPR 400.3.13. The SDR will maintain copies of all required documentation.

NOTE:

The Sandia Contracting Representative (SCR) is the only person who can legally obligate Sandia for the expenditure of



funds, change scope and/or level of effort and/or terms and conditions, negotiate, and sign documents legally binding Sandia. COMMITMENT, OBLIGATIONS OR PROMISES, IMPLIED OR EXPRESSED, BY SANDIA PERSONNEL OTHER THAN THE SCR DO NOT BIND SANDIA IN ANY MANNER.

8. TOBACCO-FREE WORKPLACE - 613TFW (09-07)

Effective March 1, 2007, Sandia is a tobacco-free workplace. This policy applies to all Members of the Workforce (MOW), and includes all Sandia employees, contractor and subcontractor employees at any tier, government employees, and visitors.

The use of all tobacco products, including cigarettes, cigars, cigarillos, pipes, chewing tobacco, and snuff, is prohibited on all Sandia property. Sandia property includes SNL vehicles, building interiors, exteriors, entryways, walkways, parking lots, fenced areas and portions of buildings controlled by Sandia. Additionally, the policy is applicable to the interiors of personal vehicles parked on Sandia controlled property.

9. OPERATIONS SECURITY (OPSEC) - 615OPS (04-04)

Operations Security (OPSEC) as used herein means a process designed to disrupt or defeat the ability of foreign intelligence or other adversaries to exploit sensitive U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA) activities or information and to prevent the unauthorized disclosure of such information.

Contractor agrees to participate in the U.S. Department of Energy Operations Security (OPSEC) program defined in DOE Order 470.4-4, as amended. In addition to security requirements that may be contained elsewhere in the Purchase Order (POs) or contract, OPSEC requires the Contractor to:

- A. Protect classified sensitive and propriety information on Sandia POs, contracts, and all performance thereunder, to preclude the dissemination of such information except as provided for in Section II, Clause titled, "Release of Information."
- B. Assure that all Contractor employees given access to Sandia POs, contracts, and information concerning the performance of work thereunder, shall be made aware of the need to protect such documents and information.
- C. Notify the Sandia OPSEC Program Manager by calling 505/844-5244 of any request for information on Sandia or Sandia POs, and/or contracts not directly related to that needed for contract performance.

10. INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS) PLAN - 618IS (01-08)

In performing the work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment and shall be accountable for the safe performance of work. The Contractor shall manage and perform work in accordance with a documented ISMS Plan that fulfills the requirements of DEAR 970.5223-1 - Integration of Environment, Safety, and Health Into Work Planning and Execution.

If the work on the contract is performed on a Department of Energy/National Nuclear Security Administration (DOE/NNSA) site, the Contractor shall comply with Sandia's ISMS Plan and Sandia's Environmental, Safety, and Health (ES&H) Manual, as well as any other site specific additional safety requirements. However, the Contractor may choose to submit its own ISMS Plan (in accordance with DEAR 970.5223-1) and/or Safety Plan, and request that its plan(s) be approved for use in lieu of the Sandia ISMS Plan and/or ES&H Manual. The Contractor must clearly identify the plan submitted as either an ISMS Plan or a Safety Plan, or both.

Sandia's ES&H Manual can be found at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> under the "ES&H" tab. Sandia's ISMS Plan can be found at the same website under the "Policies" tab. Any work performed by the Contractor on a DOE/NNSA site prior to the SCR's/SDR's issuance of final written approval of any plan submitted by the Contractor shall be performed in compliance with Sandia's ISMS Plan and Sandia's ES&H Manual.

This requirement operates in addition to any other specifications or requirements included elsewhere in this contract. Contractor shall flow down these requirements to all applicable lower tier subcontractors.



11. REQUIRED CONTRACTOR GENERAL AWARENESS EDUCATION AND TRAINING - 703REQ (12-07)

Any Contractor personnel who will perform work on a Government site shall have completed the training (any refresher training) as specified in this clause if Contractor personnel meet the requirements noted below.

Contractor shall certify to Sandia completion of all required training on the Completion Record for Contractor Administered Training form. This form is located on the Web at:
<http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> or may be obtained from the SDR.

Contractor shall provide the completion record form for any required training to the Sandia Delegated Representative (SDR) named in Clause 404-KDB of this contract (or to the Sandia Contracting Representative only if Clause 404-KDB has not been incorporated into the contract) on the first day of commencement of the affected work activity. Any person not having completed all required general awareness training requirements may be denied access to any Government site and the contract may be terminated for default.

Requirement: If Contractor employees perform any work on a Government site and the Contractor employees will have unescorted access, then those Contractor employees must have completed:

ESH100 ES&H Awareness (to be completed every 12 months).

If the Contractor employee will have access to or process Sandia information, then those Contractor employees must have completed: CI100 Annual Counter Intelligence Training (to be completed every 12 months). This course was once a part of SEC 100.

Requirement: If Contractor employees have or will have any access to Sandia computers, then those Contractor employees must have completed:

COM100 Integrated Computer and Information Security Training (to be completed every 12 months).

Requirement: If Contractor employees have or will have a clearance, then those employees must have completed:

SEC050 Initial Security Briefing.

Requirement: Any Contractor employee with a clearance shall have completed:

SEC150 Comprehensive Security Briefing, and

SEC100 Annual Security Refresher Briefing (to be completed every 12 months).

The Contractor shall complete any training that may be required in the future as a result of possible changes in the Security and ES&H requirements. The Contractor will find a listing of these courses at the following URL:

http://www.sandia.gov/bus-ops/scm/forms/policy/sand2007_6265_P_GeneralSecurityandEnvironment.pdf

12. CONSULTANT/PROFESSIONAL SERVICE AGREEMENT INVOICING - 808CAI (03-08)

Contractor shall submit an original invoice within thirty (30) days of delivery of goods or services or once monthly within the Period of Performance in accordance with contract Terms and Conditions. Final invoices shall be noted as such.

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

A. All invoices submitted to Sandia National Laboratories must:

1. include Purchase Order (PO)/Contract Number (Document Number = PO/Contract Number), and
2. include the Contractor's name (as stated in the PO/contract) and the "remit to" address.

Note: Invoice each PO/contract separately.

B. Do not submit duplicate invoices.

C. Payment information may be obtained at URL address:

<http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> or by calling (505) 845-9600.

D. Payments will be made to the Contractor at the address stated in the Cover page of the contract.

Invoice your request for payment of hours worked and/or reimbursable expenses. Reference the Purchase Order



Sandia National Laboratories

Operated for the US Department of Energy by
Sandia Corporation

SECTION I
Standard Purchase Order 880974, 0

(PO)/Contract Number (Document Number = PO/Contract Number), on every invoice submitted. The information on the invoice must be verified by the Sandia Delegated Representative (SDR), Anne K. Chavez, prior to submission for payment; therefore, please arrange for verification of completed invoice by sending the invoice directly to the SDR, either in person or by mail. The SDR's address is as follows:

Sandia National Laboratories

Attn: Anne K. Chavez

P.O. Box 5800, MS-1231

Albuquerque, NM 87185-1231

Your SDR will forward the approved voucher and receipts to the Accounts Payable Department, MS 1385.

13. ORGANIZATIONAL CONFLICTS OF INTEREST - 824DR (02-04)

The requirements of Section II Clause DEAR 952.209-8 Organizational Conflicts of Interest Disclosure and DEAR 952.209-72 Organizational Conflicts of Interest Alternate 1 apply to this contract. The term specified under paragraph (b)(1) shall be 5 years.

14. ACQUISITION CONFLICT RESOLUTION PROCESS - 850ACR (05-08)

Sandia encourages open, honest communication between suppliers, Contractors, and the Sandia Contracting Representative (SCR) in resolving a concern. It is always best to resolve issues in an open atmosphere between the suppliers, Contractors, and SCRs 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 Sandia to resolve supplier and Contractor concerns through a Conflict Resolution Process, that is timely, includes several options, is easy to use, and provides satisfactory results to both the supplier, Contractor, and Sandia. This process is described at the following URL address:
http://www.sandia.gov/bus-ops/scm/forms/policy/sand2007_7107_P_AcquisitionConflict-res.pdf

Among the options available is for the suppliers and Contractors is to use the Sandia Ombuds Office at (505) 844-9763 (New Mexico) or (925) 294-3655 (California) to address concerns regarding Sandia procurement actions.

By submitting a response to the solicitation, the supplier agrees to use the Acquisition Conflict Resolution Process at the URL listed to resolve award controversies.

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

15. MAXIMUM ALLOWABLE TRAVEL COSTS - 910CA1 (11-08)

Actual travel and living costs not in excess of the maximum allowable amounts shall be reimbursed in accordance with the Section II of this document. The maximum amounts are prescribed by the Federal Travel Regulations in 41 Code of Federal Regulations (CFR) Chapter 301.

The SDR has been delegated the responsibility for authorizing in writing both foreign and domestic travel. The Sandia Delegated Representative (SDR) will obtain the required DOE/NNSA approvals for the Contractor in accordance with CPR400.3.13.

NOTE: Foreign travel is defined as follows: (1) any travel between the United States and its territories and possessions, and any other destination, including Canada and Mexico; (2) travel between foreign countries by persons including foreign nationals whose salaries or travel expenses will be funded by DOE or NNSA; (3) Foreign travel funded by non-DOE or non-NNSA sources for which the traveler represents SNL, the DOE or NNSA, or conducts business on behalf of the U.S. Government. ALL foreign travel must have advance approval from the U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA), through the DOE's Foreign Travel Management System (FTMS). The Contractor must take the

Invoice

Heather Wilson & Company LLC

9220 Guadalupe Trail, NW
Albuquerque, NM 87114

Date	Invoice #
4/1/2009	✓ 3/88097

Bill To
Sandia National Laboratories Accounts Payable MS1385 PO Box 5800 Albuquerque, NM 87185

P.O. No.	Terms	Project
880974/Rev 1	Due on receipt	

Quantity	Description	Rate	Amount
	Consulting Services 3/5/09 through 3/31/09	10,000.00	10,000.00
Contracting Representative: Virginia Lujan, 844-7821 Delegated Representative: Anne Chavez, 845-2071 <i>Anne Chavez</i>		Total	✓ \$10,000.00

all

Invoice

Heather Wilson & Company LLC

9220 Guadalupe Trail, NW
Albuquerque, NM 87114

Date	Invoice #
3/5/2009	2/ ✓

880974

Bill To
Sandia National Laboratories Accounts Payable MSI385 PO Box 5800 Albuquerque, NM 87185

P.O. No.	Terms	Project
880974	Due on receipt	

Quantity	Description	Rate	Amount
	Consulting Services 2/5/2009 through 3/4/2009	10,000.00	10,000.00
Contracting Representative: Virginia Lujan, 844-7821 Delegated Representative: Anne Chavez, 845-2071		Total	10,000.00 ✓

Invoice

Heather Wilson & Company LLC

9220 Guadalupe Trail, NW
Albuquerque, NM 87114

Date	Invoice #
2/5/2009	1

1/860974

Bill To
Sandia National Laboratories Accounts Payable MS1385 PO Box 5800 Albuquerque, NM 87185

P.O. No.	Terms	Project
880974	Due on receipt	

Quantity	Description	Rate	Amount
	Consulting Services 1/4/2009 through 2/4/2009	10,000.00	10,000.00
Contracting Representative: Virginia Lujan, 844-7821 Delegated Representative: Anne Chavez, 845-2071		Total	\$10,000.00

Document Number 2



Sandia National Laboratories
Operated for the U.S. Department of Energy by
Sandia Corporation

SECTION I
Date: 25-MAR-2009
Contract Purchase Agreement: 905171
Revision: 0

To NNSA

HEATHER WILSON & COMPANY LLC
9220 GUADALUPE TRAIL NW
ALBUQUERQUE, NM 87114
United States

Please respond to:

DEBRA LEITKA
SANDIA CONTRACTING REPRESENTATIVE (SCR)
SANDIA NATIONAL LABORATORIES
PO Box 5800 MS 1484
Albuquerque, NM 87185-1484

Phone: (505)284-8818
Email: DLEITKA@SANDIA.GOV
Fax: 505 284-6504

Submit invoices to:

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

Invoice Status Line: (505)845-9600

Supply Chain Help Desk: phdesk@sandia.gov

This Firm Fixed Price contract between Sandia Corporation and the above named Contractor is authorized for binding commitment by the SCR named above, and is effective on the above date, provided that the contractor accepts the contract terms. These terms include Section I appended hereto and Section II as set forth in SF6432-CS (03-05), found at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> by signing the copy of this Signature Page and returning it to the SCR, or by delivering/performing the specified items/services, you are accepting the contract terms.

Authorized Contract Representative

Date



Sandia National Laboratories
Operated for the U.S. Department of Energy by
Sandia Corporation

SECTION I
Contract Purchase Agreement 905171, 0

Supplier: **HEATHER WILSON & COMPANY LLC**

Ship To: **NO SHIPMENT**
United States

Ship Via: **NO SHIPMENT**

Payment Terms	Freight Terms	FOB	Deliver To
NET 30	NOT APPLICABLE	NOT APPLICABLE	
Effective Start Date	Effective End Date		Amount Agreed (USD)
01-APR-2009	31-DEC-2009		0.00

Notes: All prices and amounts on this order are expressed in USD



Contract Terms and Conditions

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Terms and Conditions

A. SECTION I CLAUSES

1. ORDERING AGREEMENT - 806OAC (01-06)

This is a nonexclusive Ordering Agreement (OA) under which Sandia may issue Firm Fixed Price orders for items/services defined in the "Scope of this Agreement." Upon receipt of an order/release, the Contractor shall furnish the material and/or services as described in the order/release. The Terms and Conditions (Ts&Cs) of this OA are hereby incorporated into any order/release against this OA.

All orders/releases will bear both the OA and the order/release number. The Contractor shall mark packages, packing slips, invoices and correspondence with both the OA and the order/release numbers.

Expiration of this OA shall not affect the completion of any outstanding orders/releases placed against this OA. The Ts&Cs of the OA shall remain effective for the duration of any orders/releases placed under the OA and still in effect after expiration of the OA. The billing rates/prices in effect at the time of the OA's expiration shall remain in effect for the duration of any order/release placed under the OA and still in effect after expiration of the OA.

No guarantee is made or implied that any orders/releases will be issued. All orders/releases must be in writing and must be signed by a Sandia Contracting Representative. Expiration of the term shall not affect any outstanding orders/releases.

The Contractor's acceptance of an order/release shall be a commitment to furnish the items ordered, unless otherwise required on an order/release.

Wherever used throughout this OA and any documents incorporated by reference, the word "contract" shall be deemed to mean "order/release."

2. UNFUNDED AGREEMENT - 029UAP (10-99)

This agreement is not funded and is not by itself an authorization for the Contractor to perform any work. This agreement merely defines the pricing, delivery schedules and terms and conditions upon which work may be authorized in the future. Work will be authorized solely from orders/releases against this agreement. Therefore, Contractor revenue is derived solely from orders/releases against this agreement.

3. PROHIBITED ACTIVITIES - 400PA (07-07)

Contractor shall not engage in any activity specifically related to obtaining, retaining, or facilitating business or business opportunities for Sandia inside or outside the United States. Contractor shall not express or imply that Contractor is acting for or on behalf of Sandia. The Contractor shall not have any contact with any customer or potential customer to discuss any Sandia capability or technology that may be transferred to any party, whether United States or foreign. The Contractor shall not transfer or offer to transfer anything of value to any employee, officer or representative of any customer or potential customer of Sandia for any purpose related to any Sandia activity or performance of this contract.

Contractor shall not have any contact with any present or potential federal, state, municipal, or local government customers or commercial customers, or federal, state, municipal or local legislators or legislative personnel for the purpose of obtaining or retaining business for Sandia Corporation.

The following types of activities would be classified as domestic Business Development Consultant Services and are prohibited under this contract:

- A. Activity involving dialogue or interaction with government or commercial personnel to establish business opportunities or define program requirements, including technical, operational, management, financial, or contractual requirements;
- B. Activity with government personnel to establish criteria for contract award, make contract award decisions, negotiate



contracts, or administer contract performance; and

C. Activity with legislators, or legislative personnel who are involved in the authorization and appropriation process or who otherwise participate in activity involving Sandia Corporation business.

Contractor shall not have any contact either inside or outside the United States with a foreign customer, or potential customer and shall not engage in any activity specifically related to obtaining, retaining, or facilitating business or business opportunities for Sandia, including offset/counter trade commitments to foreign governments, in or with any foreign country or foreign firm by:

A. Advising Sandia management in connection with business development, acquisition or retention of such business in such environment; or

B. Representing Sandia in connection with sales efforts involving any representatives of foreign customers, potential customers, foreign firms, or foreign governments.

4. STATEMENT OF WORK

The Contractor shall function in an advisory role to Sandia President, Executive Vice Presidents, and Vice Presidents on a broad range of national security topics, Congressional interaction strategies, relevant mission and program strategies, cyber and space initiatives, and related /derived areas and panels.

Individual Firm Fixed Price task orders will be issued monthly and will contain work estimated at a minimum of 50 hours and will be priced at \$10,000.00.

Domestic travel may be authorized which will be negotiated at the task order level based on the Federal Travel Regulations (FTR's).

No classified work or access shall begin UNTIL facility clearance has been granted, in the form of an approved CSCS and Notice of Determination. Until such time as these approvals are granted, all work and access under this contract shall be UNCLASSIFIED

5. PERIOD OF PERFORMANCE

Period of Performance shall begin 2009/04/01 and shall end 2009/12/31.

6. DELEGATION OF AUTHORITY - 404KDB (03-09)

The following Sandia personnel are hereby authorized to act as Sandia Delegated Representatives (SDRs) for the specific purpose(s) shown, subject to the Section II limitations as authorized.

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

Sandia Delegated Representative(s) (SDR):

Name/Org No/Phone Number

CHAVEZ, ANNE Org 10659 - Center 5900 Business Operation Phone 505-845 2071 Mail Stop 1201

DUTIES DELEGATED:

Provide technical liaison, inspect and accept deliverables, review invoices, approve all domestic and foreign travel in accordance with CPR400.3.13.



With regard to foreign travel, the Sandia Delegated Representative (SDR) will ensure the Contractor has successfully completed the required training (EC100 and FCPA100), will obtain the required DOE/NNSA advance approval of foreign travel for the Contractor using Sandia's Foreign Travel Office, and will ensure that the required post-travel trip report has been submitted, in accordance with the requirements of CPR 400.3.13. The SDR will maintain copies of all required documentation.

NOTE:

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

7. FOREIGN OWNERSHIP, CONTROL OR INFLUENCE OVER CONTRACTOR - 610FO (03-08)

The requirements of Section II Clause, DEAR 952.204-2, Security, apply to this contract. See URL address: <http://farsite.hill.af.mil/vfdoea.htm> for compliance requirements.

8. CLASSIFIED MATTER REQUIREMENTS - 602CLR (1-09)

DEAR Clause 952.204-70 entitled, "Classification/Declassification" has been incorporated into this solicitation/contract. See <http://farsite.hill.af.mil/vfdoea.htm> for compliance requirements.

Further security specifications are identified on the Classification Security Classification Specification (CSCS) form provided under separate cover to the contractor's Facility Security Officer. Contractor is required to adhere to the CSCS security specifications. (EXCEPTION: If no CSCS form is applicable due to Individual clearance not affiliated with a company, then the Classification Listing for Matter to be Accessed is provided to Contractor as: Top Secret Restricted Data (TSRD) Information.)

9. OPERATIONS SECURITY (OPSEC) - 615OPS (04-04)

Operations Security (OPSEC) as used herein means a process designed to disrupt or defeat the ability of foreign intelligence or other adversaries to exploit sensitive U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA) activities or information and to prevent the unauthorized disclosure of such information.

Contractor agrees to participate in the U.S. Department of Energy Operations Security (OPSEC) program defined in DOE Order 470.4-4, as amended. In addition to security requirements that may be contained elsewhere in the Purchase Order (POs) or contract, OPSEC requires the Contractor to:

- A. Protect classified sensitive and propriety information on Sandia POs, contracts, and all performance thereunder, to preclude the dissemination of such information except as provided for in Section II, Clause titled, "Release of Information."
- B. Assure that all Contractor employees given access to Sandia POs, contracts, and information concerning the performance of work thereunder, shall be made aware of the need to protect such documents and information.
- C. Notify the Sandia OPSEC Program Manager by calling 505/844-5244 of any request for information on Sandia or Sandia POs, and/or contracts not directly related to that needed for contract performance.

10. HOMELAND SECURITY - 600HLS (03-09)

A. PROCESS REQUIREMENTS FOR OBTAINING PHYSICAL ACCESS

The performance of this contract requires that cleared employees of the Contractor have physical access to Department of Energy/ National Nuclear Security Administration (DOE/NNSA) owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE/NNSA



has a prescribed process with which the Contractor and its cleared employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge, considering criteria which can be reviewed below in paragraph D.

B. PROCEDURAL COMPLIANCE WITH PROCESS FOR OBTAINING PHYSICAL ACCESS

1. The Contractor shall in initiating the process for gaining physical access, ensure:

(a) compliance with procedures established by DOE/NNSA in providing its cleared employee(s) with any forms directed by DOE/NNSA;

(b) that the employee properly completes any such forms; and

(c) that the employee(s) submits the forms to the person designated by the Sandia Contracting Representative (SCR).

2. The Contractor shall in completing the process for gaining physical access, ensure that Contractor's cleared employee:

(a) cooperates with the officials responsible for granting access to DOE/NNSA owned or leased facilities; and

(b) provides additional information, requested by those officials.

C. SECURITY CLEARANCE DENIAL

The Contractor understands and agrees that DOE/NNSA may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE/NNSA subsequently determines that access may be granted. Upon notice from DOE/NNSA that an employee's application for a security badge is, or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph B of this clause for the substitute employee. The denial of a security badge to individual employees by DOE/NNSA shall not be cause for extension of the Period of Performance (POP) of this contract or any Contractor claim against Sandia or the DOE/NNSA.

D. SECURITY CLEARANCE REVOCATION REPORTING

Contractors must notify, within two working days followed by written confirmation within the next ten working days, the Sandia Contracting Representative of the following conditions affecting the status of an applicant's or employee's access authorization.

Additionally, the Contractor must notify, within two working days followed by written confirmation within the next ten working days, the Sandia Personnel Security Department when made aware of information of personnel security interest. This includes, but is not limited to, involuntary termination for reasons that may affect clearance eligibility. Such information must be characterized as reliable and relevant and create a question as to an individual's access authorization eligibility as exemplified in 10 CFR 710.8

Derogatory information which shall be reported to the Sandia Personnel Security Department shall include, but is not limited to, information that the individual has:

(a) Committed, prepared or attempted to commit, or aided, abetted or conspired with another to commit or attempt to commit any act of sabotage, espionage, treason, terrorism, or sedition.

(b) Knowingly established or continued a sympathetic association with a saboteur, spy, terrorist, traitor, seditionist, anarchist, or revolutionist, espionage agent, or representative of a foreign nation whose interests are inimical to the interests of the United States, its territories or possessions, or with any person advocating the use of force or violence to overthrow the Government of the United States or any state or subdivision thereof by unconstitutional means.

(c) Knowingly held membership in or had a knowing affiliation with, or has knowingly taken action which evidences a sympathetic association with the intent of furthering the aims of, or adhering to, and actively participating in, any foreign or domestic organization, association, movement, group, or combination of persons which advocates or practices the commission of acts of force or by unlawful means.

(d) Publicly or privately advocated, or participated in the activities of a group or organization, which has as its goal, revolution by force or violence to overthrow the Government of the United States or the alteration of the form of Government of the United States by unconstitutional means with the knowledge that it will further those goals.

(e) Parent(s), brother(s), sister(s), spouse, or offspring residing in a nation whose interests may be inimical to the interests of the United States.

(f) Deliberately misrepresented, falsified, or omitted significant information from a Personnel Security Questionnaire, a Questionnaire for Sensitive National Security Positions, a personnel qualifications statement, a personnel security interview,



written or oral statements made in response to official inquiry on a matter that is relevant to a determination regarding eligibility for DOE access authorization, or proceedings conducted pursuant to 10 CFR Part 710.20 through 10 CFR Part 710.31.

- (g) Failed to protect classified matter, or safeguard special nuclear material; or violated or disregarded security or safeguards regulations to a degree which would be inconsistent with the national security; or disclosed classified information to a person unauthorized to receive such information; or violated or disregarded regulations, procedures, or guidelines pertaining to sensitive information technology systems.
- (h) An illness or mental condition of a nature which, in the opinion of a psychiatrist or licensed clinical psychologist, causes, or may cause, a significant defect in judgment or reliability.
- (i) Refused to testify before a Congressional Committee, Federal or state court, or Federal administrative body, regarding charges relevant to eligibility for DOE, or another Federal agency's access authorization.
- (j) Been, or is, a user of alcohol habitually to excess, or has been diagnosed by a psychiatrist or a licensed clinical psychologist as alcohol dependent or as suffering from alcohol abuse.
- (k) Trafficked in, sold, transferred, possessed, used, or experimented with a drug or other substance listed in the Schedule of Controlled Substances established pursuant to section 202 of the Controlled Substances Act of 1970 (such as marijuana, cocaine, amphetamines, barbiturates, narcotics, etc.) except as prescribed or administered by a physician licensed to dispense drugs in the practice of medicine, or as otherwise authorized by Federal law.
- (l) Engaged in any unusual conduct or is subject to any circumstances which tend to show that the individual is not honest, reliable, or trustworthy; or which furnishes reason to believe that the individual may be subject to pressure, coercion, exploitation, or duress which may cause the individual to act contrary to the best interests of the national security. Such conduct or circumstances include, but are not limited to, criminal behavior, a pattern of financial irresponsibility, conflicting allegiances, or violation of any commitment or promise upon which DOE previously relied to favorably resolve an issue of access authorization eligibility.

E. BADGE RETURN

The Contractor 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 the Contractor's employee(s), upon:

1. the termination of this contract;
2. the expiration of this contract;
3. the termination of employment of an individual performing work under this contract or any subcontractor employees performing work under this contract; or
4. demand by Sandia or the DOE/NNSA for return of the badge.

F. APPLICABILITY TO SUBCONTRACTORS

The Contractor shall include this clause in its entirety, in any subcontract at any tiers awarded in the performance of this contract, in which a cleared employee(s) of the subcontractor will require physical access to DOE/NNSA-owned or leased facilities.

G. LAWS AND REFERENCES

1. Homeland Security Presidential Directive 12 (HSPD-12), August 27, 2004, <http://csrc.nist.gov/drivers/documents/Presidential-Directive-Hspd-12.html>.
2. 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>.

11. INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS) PLAN - 618IS (01-08)

In performing the work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment and shall be accountable for the safe performance of work. The Contractor shall manage and perform work in accordance with a documented ISMS Plan that fulfills the requirements of DEAR 970.5223-1 - Integration of Environment, Safety, and Health Into Work Planning and Execution.



Sandia National Laboratories
Operated for the U.S. Department of Energy by
Sandia Corporation

SECTION I
Contract Purchase Agreement 905171, 0

If the work on the contract is performed on a Department of Energy/National Nuclear Security Administration (DOE/NNSA) site, the Contractor shall comply with Sandia's ISMS Plan and Sandia's Environmental, Safety, and Health (ES&H) Manual, as well as any other site specific additional safety requirements. However, the Contractor may choose to submit its own ISMS Plan (in accordance with DEAR 970.5223-1) and/or Safety Plan, and request that its plan(s) be approved for use in lieu of the Sandia ISMS Plan and/or ES&H Manual. The Contractor must clearly identify the plan submitted as either an ISMS Plan or a Safety Plan, or both.

Sandia's ES&H Manual can be found at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> under the "ES&H" tab. Sandia's ISMS Plan can be found at the same website under the "Policies" tab. Any work performed by the Contractor on a DOE/NNSA site prior to the SCR's/SDR's issuance of final written approval of any plan submitted by the Contractor shall be performed in compliance with Sandia's ISMS Plan and Sandia's ES&H Manual.

This requirement operates in addition to any other specifications or requirements included elsewhere in this contract. Contractor shall flow down these requirements to all applicable lower tier subcontractors.

12. KEY PERSONNEL - 407KKP (10-99)

The personnel whose name(s) appear(s) below is/are important for the successful performance of this contract. The Contractor agrees to assign such personnel to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the SCR. Whenever, for any reason, one or more of the aforementioned personnel is/are unavailable for assignment for work under the contract, the Contractor shall, with the approval of the SCR, replace such personnel with personnel of substantially equal abilities and qualifications.

Heather Wilson

13. INVOICING - 812INV (09-08)

Contractor shall submit an original invoice within thirty (30) days of delivery of goods or services or once monthly within the Period of Performance in accordance with contract Terms and Conditions. Invoices may be submitted either by U.S. Mail addressed as shown below, or by electronic means as described in the Electronic Invoicing Option in part B of the following Invoicing Instructions:

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

A. Submittal Requirements: All invoices submitted to Sandia National Laboratories must:

1. be addressed as follows, unless otherwise specified in the Contract, or use of the Electronic Invoicing Option has been arranged with Sandia Accounts Payable:

Sandia National Laboratories

Accounts Payable

PO Box 5800 MS 1385

Albuquerque, NM 87185

2. include the Sandia Purchase Order (PO)/contract document number as it appears in the PO/contract,
3. include the Contractor's name exactly as stated in the PO/contract,
4. identify Contractor's unique invoice number and date,
5. for each item invoiced, identify the line item number, description/part number and quantity exactly as stated in the Sandia PO/contract,
6. if the PO/contract allows partial shipment, identify quantity of items remaining to be shipped,
7. include any applicable freight charges (including freight forwarder charges paid by Contractor),
8. include freight bill for any freight charges of \$50 or more.
9. indicate whether invoice is the final invoice.



Notes:

(a) If Contractor has more than one Sandia contract, invoice each PO/contract separately.

(b) Payment terms begin upon receipt of invoice by Sandia Accounts Payable.

(c) In order for payment to occur, any freight charges invoiced separately by either a freight carrier or a sub-tier supplier must include: Sandia contract number, and if available, Sandia project and task number, and organization number.

(d) If Contractor owes Sandia money, repayment is expected from the Contractor. If not received, offset will occur against Contractor's invoice(s)

(e) Do not submit duplicate invoices

B. Electronic Invoicing Option: Sandia National Laboratories offers Contractors the option to submit invoicing electronically via Sandia's web-based iSupplier portal. Information on using Sandia's Electronic Invoicing Option can be obtained from Accounts Payable directly by e-mailing apinvoice@sandia.gov.

C. Payment Method: Sandia's standard 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 Sandia, upon contract award, Contractor shall submit an Electronic Funds Transfer Agreement (Form SF 9424-EFT), located at <http://www.sandia.gov/resources/emp-ret/corpforms/9424eft.doc> to Accounts Payable Supplier Data Management Team at isupplier@sandia.gov.

D. Payment Information: Payment information may be obtained by e-mailing the Supply Chain Helpdesk at phdesk@sandia.gov for a username and password for online viewing of the status of payments, or by calling (505) 845-9600.

E. For Fixed Rate contracts, the invoice must itemize all charges by rate type and quantity associated with the billing period as agreed to in the contract per the Allowable Charges clause. If rates are hourly labor rates, Contractor must provide time records for all hours worked during the billing period with each invoice.

F. For Labor Hour and Time and Material contracts, invoices must identify and explain the following cost elements billed to the contract per the contract's Allowable Charges clause.

1. Total Payment Amount Due

2. Labor Hours: Itemize the labor hours by the applicable Labor Category and Loaded Hourly Billing Rate.

3. Materials, Supplies, and Other Direct Costs if these are Allowable Charges (including subcontracted labor): List and describe itemized charges for this billing period.

4. Travel, if an Allowable Charge: Itemize, list destination, and describe all costs associated with travel which are billable to this contract. (Only foreign travel which received advance approval from DOE will be reimbursed.)

5. G&A Expense or Material Handling Charge (if allowed per the Allowable Charges clause)

G. For Cost Reimbursable contracts, invoices must itemize and explain all elements of direct and indirect costs being submitted to Sandia for reimbursement. Invoices submitted for cost reimbursable contracts shall identify any fee installment which is being submitted for payment on the invoice, as determined by the Sandia Contracting Representative.

14. REQUIRED CONTRACTOR GENERAL AWARENESS EDUCATION AND TRAINING - 703REQ (12-07)

Any Contractor personnel who will perform work on a Government site shall have completed the training (any refresher training) as specified in this clause if Contractor personnel meet the requirements noted below.

Contractor shall certify to Sandia completion of all required training on the Completion Record for Contractor Administered Training form. This form is located on the Web at: <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> or may be obtained from the SDR.

Contractor shall provide the completion record form for any required training to the Sandia Delegated Representative (SDR) named in Clause 404-KDB of this contract (or to the Sandia Contracting Representative only if Clause 404-KDB has not been incorporated into the contract) on the first day of commencement of the affected work activity. Any person not having completed all required general awareness training requirements may be denied access to any Government site and the contract may be terminated for default.



Requirement: If Contractor employees perform any work on a Government site and the Contractor employees will have unescorted access, then those Contractor employees must have completed:

ESH100 ES&H Awareness (to be completed every 12 months).

If the Contractor employee will have access to or process Sandia information, then those Contractor employees must have completed: CI100 Annual Counter Intelligence Training (to be completed every 12 months). This course was once a part of SEC 100.

Requirement: If Contractor employees have or will have any access to Sandia computers, then those Contractor employees must have completed:

COM100 Integrated Computer and Information Security Training (to be completed every 12 months).

Requirement: If Contractor employees have or will have a clearance, then those employees must have completed:

SEC050 Initial Security Briefing.

Requirement: Any Contractor employee with a clearance shall have completed:

SEC150 Comprehensive Security Briefing, and

SEC100 Annual Security Refresher Briefing (to be completed every 12 months).

The Contractor shall complete any training that may be required in the future as a result of possible changes in the Security and ES&H requirements. The Contractor will find a listing of these courses at the following URL:

http://www.sandia.gov/bus-ops/scm/forms/policy/sand2007_6265_P_GeneralSecurityandEnvironment.pdf

15. INDEPENDENT CONTRACTOR RELATIONSHIP - 434ICR (03-07)

A. Contractor is an independent contractor in all its operations and activities related to this contract. The employees used by Contractor to perform Work under this Contract shall be Contractor's employees without any relation whatsoever to Sandia Corporation.

B. Contractor 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 Contractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

C. Contractor shall indemnify and hold harmless Sandia from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which Sandia may sustain or incur in consequence of:

1. Contractor's failure to pay any employee for the Work rendered under this Contract, or
2. any claims made by Contractor's personnel against Sandia.

The Contractor shall flow down the requirements of this clause to any applicable subcontracts for services.

16. TOBACCO-FREE WORKPLACE - 613TFW (09-07)

Effective March 1, 2007, Sandia is a tobacco-free workplace. This policy applies to all Members of the Workforce (MOW), and includes all Sandia employees, contractor and subcontractor employees at any tier, government employees, and visitors.

The use of all tobacco products, including cigarettes, cigars, cigarillos, pipes, chewing tobacco, and snuff, is prohibited on all Sandia property. Sandia property includes SNL vehicles, building interiors, exteriors, entryways, walkways, parking lots, fenced areas and portions of buildings controlled by Sandia. Additionally, the policy is applicable to the interiors of personal vehicles parked on Sandia controlled property.

17. COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) - 294IP (08-06)

If this contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the



contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to: (1) obtain the Sandia Contracting Representative's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Sandia Contracting Representative of such nonconformance and act in accordance with instructions of the Sandia Contracting Representative.

18. ACQUISITION CONFLICT RESOLUTION PROCESS - 850ACR (05-08)

Sandia encourages open, honest communication between suppliers, Contractors, and the Sandia Contracting Representative (SCR) in resolving a concern. It is always best to resolve issues in an open atmosphere between the suppliers, Contractors, and SCRs 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 Sandia to resolve supplier and Contractor concerns through a Conflict Resolution Process, that is timely, includes several options, is easy to use, and provides satisfactory results to both the supplier, Contractor, and Sandia. This process is described at the following URL address:

http://www.sandia.gov/bus-ops/scm/forms/policy/sand2007_7107_P_AcquisitionConflict-res.pdf

Among the options available is for the suppliers and Contractors is to use the Sandia Ombuds Office at (505) 844-9763 (New Mexico) or (925) 294-3655 (California) to address concerns regarding Sandia procurement actions.

By submitting a response to the solicitation, the supplier agrees to use the Acquisition Conflict Resolution Process at the URL listed to resolve award controversies.

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