

CUSTOMER CONTRACT REQUIREMENTS**Flywheel****CUSTOMER CONTRACT 1230480****CUSTOMER CONTRACT REQUIREMENTS**

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

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

52.222-54 Employment Eligibility Verification (JAN 2009).

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

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

294IP (12-09) COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) . If this contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the supplier 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 supplier plans to offer a deliverable that involves IT that is not initially compliant, the supplier agrees to: (1) obtain the Sandia Contracting Representative's approval (through Boeing) before starting work on the deliverable; and (2) have IPv6 technical support for development and implementation and fielded product management available. Should the supplier find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Boeing Supplier Management Representative of such nonconformance and act in accordance with instructions.

617EXP (01-10) EXPORT CONTROL . (a) Any item, technical data, or software furnished by Sandia in connection with this purchase order/contract is supplied for use in the United States only. Supplier agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 USC 2751 - 2794, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120 - 130; the Export Administration Act, 50 USC app. 2401 - 2420, including the Export Administration Regulations (EAR), 15 CFR 730 - 774; and including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Supplier agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception. Supplier shall immediately notify the SCR if it transfers any export controlled item, data, or services to foreign persons. Diversion contrary to U.S. export laws and regulations is prohibited.

(b) Supplier shall immediately notify the SCR if Contractor is, or becomes, listed in any Denied Parties List or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(c) If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

The Supplier shall flow down the requirements of this clause to all subcontracts.

713EVE (10-09) EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) . Seller shall, within 30 days of contract award,

complete enrollment in the government's E-Verify program per FAR 52.222-54, if not already enrolled. Contractor shall adhere to the requirements of FAR 52.222-54 during performance of this contract. Further information can be found at <http://www.dhs.gov/E-Verify>.

850ACR (07-10) ACQUISITION CONFLICT RESOLUTION PROCESS . 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 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.

CR05 AUTHORIZED DISTRIBUTORS . The Seller will attempt, on a preferred basis, to furnish items/components provided by authorized distributors and not independent distributors. Any item/components furnished from an independent distributor shall meet all OEM specifications and industry standards.

CR14 INDEPENDENT CONTRACTOR RELATIONSHIP . Seller is an independent contractor in all its operations and activities related to this contract. The workers used by Seller to perform work under this Contract shall be Seller's employees, agents or subcontractors, without any relation whatsoever to Boeing or Sandia Corporation.