

LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)
AGENDA FOR THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS

Date: Monday, July 22, 2024

Time: 2:00 p.m.

Place: South Plains Association of Governments, 1323 58th Street, Lubbock, TX 79412

AGENDA ITEMS	TAB	SPEAKER
Call the Meeting to Order		Tim Pierce
1. Citizen Comments - Any citizen wishing to appear before a special meeting of the Lubbock Reese Redevelopment Authority, Executive Committee of the Board of Directors, regarding any matter posted on the agenda, shall complete the sign-up form provided at the meeting, no later than 1:45 p.m.	TAB 1	Tim Pierce
2. Action Item – Consider Fifth Amendment to Lease Agreement for Texas Tech University, National Wind Institute 67 Acre Land Lease, to Revise Land Area From 67 Acres to 48 Acres	TAB 2	Murvat Musa
3. Action Item – Consider New Lease for National Technology and Engineering Solutions of Sandia, LLC aka Sandia National Laboratories for 19 Acres of Land	TAB 3	Murvat Musa
Adjourn the Meeting		Tim Pierce

Lubbock Reese Redevelopment Authority (LRRRA) will post this meeting agenda on its front doors and on its website at <http://www.reesetechnologycenter.com/agendas/> by 5:00 p.m., Wednesday, July 17, 2024.



by: _____
Murvat Musa, ED/CEO

The LRRRA Board meetings are available to all persons regardless of disability. To notify the LRRRA of your attendance or if you require special assistance, please contact them at (806) 885-6592 or write Reese Technology Center, 9801 Reese Blvd., Suite 200, Lubbock, Texas 79416 at least 48 hours in advance of the meeting.

ITEM 1

Citizen Comments

AGENDA ITEM 2
EXECUTIVE SUMMARY
TEXAS TECH UNIVERSITY, NATIONAL WIND INSTITUTE
67 ACRE LAND LEASE

LRRA entered into a land lease agreement with Texas Tech University in 2005 for 67 acres located on the northwest end of the property to be used as a research site for the National Wind Institute. Since 2012, TTU and Sandia National Laboratories have partnered together to develop a Scaled Wind Farm Technology (SWiFT) Project located on the TTU 67 leased acres. This Fifth Amendment to the TTU Land Lease Agreement is to amend the leased acres from 67 to 48 acres in order that Sandia be able to independently operate and lease the 19 acres directly from LRRA.

This amendment:

1. Releases 19 acres of the 67 acres that TTU leases at LRRA so that Sandia can lease those acres
2. Becomes effective upon the execution of a lease with Sandia
3. Modifies the rent that TTU will pay LRRA to account for the decrease in leased acres (the annual rent to be prorated based on 48 acres being leased instead of 67 acres)
4. Provides TTU a Right of First Refusal to lease those 19 acres should Sandia decide they no longer want to lease them
5. Provides that since there will be no wind turbines left on the remaining 48 acres leased by TTU, TTU has no obligation to remediate the pad sites for those turbines. This obligation will be shifted to Sandia

See attached amendment.

The Staff recommends the Executive Committee approve this fifth lease amendment.

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (hereinafter “Amendment”) is made and entered into as of this ____ day of May 2024 at Reese Technology Center, Lubbock, Texas, by and between the Lubbock Reese Redevelopment Authority (“LRRA” or “Landlord”), a political subdivision of the State of Texas, 9801 Reese Boulevard, Suite 200, Lubbock, Texas 79416, and Texas Tech University (“TTU” or “Tenant”), Mail Stop 1033, Holden Hall, Room 102, Lubbock, Texas 79409-1033 (collectively referred to as “Parties”); and amends and/or modifies the Lease Agreement dated September 24, 2005; Extension and First Amendment to Lease Agreement Between Lubbock Reese Redevelopment Authority and Texas Tech University; the Amendment to Lease Agreement dated September 10, 2012 (internal TTU reference #OGC 9-10-2012); Right of Use Agreement dated June 28, 2013 (internal TTU reference #C094934); and the Renewal and Amendment dated October 18, 2019 (internal TTU reference #C04143-R) (collectively, the “Amended Lease”).

BACKGROUND

LRRA understands that TTU wishes to amend the Amended Lease to allow Sandia National Labs (“SNL”) to independently operate the Sandia Scaled Wind Farm Technology (“SWiFT”) Premises that presently occupies approximately nineteen (19) acres of the current sixty-seven (67) acres provided for in the Amended Lease. This Amendment shall go into effect upon the negotiation and execution of a lease with SNL.

The following provisions are amended and/or modified as follows:

ARTICLE III – Rent

Modify Sections:

3.04 Base Rent. Add the following sentence to the end of this Section: “The Parties understand and agree that the Base Rent set forth in **Revised Exhibit A**, attached hereto, reflects 48/67ths of the Base Rent shown in **Exhibit A** of the Amendment to Lease Agreement dated September 10, 2012.”

Delete the following Sections in their entirety:

3.02 Existing Turbine Fee.

ARTICLE IV – Use of Premises

Modify Sections:

4.01 Premises. Revise to read: “A 48-acre parcel located north of the existing firing range, south of the ammunition storage area and east of the western perimeter road of the Reese Center airfield, more specifically described at **Revised Exhibit B**. Tenant reserves the right to use the Premises

for the installation and testing of wind Turbines and other supporting equipment, subject to the Parties agreement to collaborate together or with others the Landlord and adjacent tenants prior to the installation of wind turbines on the Property. Landlord represents all adjacent tenants shall have the same collaboration requirement in any lease to ensure all parties work together. It is understood by the Parties the Premises may be used for research relating to wind energy, solar energy arrays, battery storage, and other supporting equipment.”

4.03 Requirements.

Delete subsection (g) in its entirety.

4.05 Limited Lease. This section should be renumbered as 4.06.

Add the following Section:

4.07 Option and Right of First Refusal. Subject to the Right of First Refusal described below, during the Term of the Amended Lease, Tenant shall have the Option should the lease terminate with SNL to lease the nineteen (19) acre tract previously leased by TTU (the “SNL SWiFT Property”) on the same terms and conditions contained in the Amended Lease existing at the time of the exercise of the Option and subject to the revision of **Revised Exhibit A** to reflect the increase in acreage being leased by TTU. In the event Landlord receives an offer from a third-party to lease the SNL SWiFT Property upon the termination of the SNL SWiFT Property lease, TTU during the Term of the Amended Lease shall have a Right of First Refusal for a period not to exceed thirty (30) days from the receipt of written notice from the Landlord of the third-party offer for the SNL SWiFT Property. Said Landlord’s notice of third-party offer shall be provided to Tenant within three (3) business days of Landlord’s receipt of third-party offer to purchase or lease the SNL SWiFT Property. Said Right of First Refusal must be exercised by the Tenant providing written notice to the Landlord of its intent to exercise the Right of First Refusal on the same terms and conditions in the third-party offer for the SNL SWiFT Property.

5.08 Equipment and Fixtures. The following is added at the end of the Section “At the time of the execution of this Fifth Amendment to Lease Agreement, no wind turbines remain on premises occupied by TTU. Any obligation contained herein regarding remediation of pad sites, windmills, wind turbines and related fixtures and or buried cables shall therefore not apply unless additional pad sites are built on the remaining premises occupied by TTU in accordance with the remaining terms of the Lease Agreement as amended.”

IN WITNESS WHEREOF, the undersigned Landlord and Tenant hereto execute this Second Amendment to Lease Agreement as of the date first above written.

/-----SIGNATURE PAGE FOLLOWS-----/

LUBBOCK REESE REDEVELOPMENT TEXAS TECH UNIVERSITY (“Tenant”)
AUTHORITY (“Landlord”)

By: Murvat Musa
Its: Chief Executive Officer

By: _____
Its: _____

Revised Exhibit A

Remaining Base Rent and Renewal Fees

	Base Rent	Renewal Fee	Total
2024	\$ 12,257.29		\$ 12,257.29
2025	\$ 12,625.00	\$ 20,000.00	\$ 32,625.00
2026	\$ 13,003.76		\$ 13,003.76
2027	\$ 13,393.87		\$ 13,393.87
2028	\$ 13,795.69		\$ 13,795.69
2029	\$ 14,209.55		\$ 14,209.55
2030	\$ 14,635.84		\$ 14,635.84

Revised Exhibit B

Premises

EXECUTIVE COMMITTEE OF THE BOARD ACTION ITEM No. 2024-0722-024
FIFTH LEASE AMENDMENT FOR TTU NWI 67 ACRE LAND LEASE

EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY
July 22, 2024

Item to be Considered:

Fifth Lease Amendment for TTU NWI 67 Acre Land Lease

Previous Board Action:

The Board previously approved a lease and four amendments to the TTU NWI 67 Acre Land Lease

Statement of Pertinent Facts:

- a. TTU is releasing 19 of the 67 acres they lease with LRRRA in order for Sandia National Labs to lease them directly from LRRRA.
- b. This agreement becomes effective upon execution of a lease agreement with Sandia
- c. Rent is being prorated to reflect the now 48-acre lease
- d. The amendment provides a Right of First Refusal to TTU if Sandia decides to no longer lease the land
- e. TTU will be relieved of remediating the pad sites for the existing 3 wind turbines since they will no longer be on their remaining 48 acres

Advice, Opinions, Recommendations, and Motion:

If the Executive Committee of the Board of Directors concurs, the following motion is in order:

“Resolved, that the Executive Committee of the Board of Directors of the Lubbock Reese Redevelopment Authority hereby approves the Fifth Lease Amendment for Texas Tech University, NWI 67 Acre Land Lease, and authorizes its CEO/Executive Director to execute the lease subject to negotiation of final terms and conditions, as submitted, on this 22nd day of July 2024.”

Tim Pierce - President

ATTEST:

LRRRA Board Member

AGENDA ITEM 3
EXECUTIVE SUMMARY
SANDIA NATIONAL LABORATORIES
19 ACRE LAND LEASE

Sandia National Laboratories wishes to lease 19 acres of land that TTU is releasing from their 67-acre land lease.

Summary of this new lease:

1. Sandia will lease 19 acres for renewable energy research and development. Those 19 acres currently contain Sandia owned assets including three small wind turbines and a control building.
2. This is a five-year lease (funded annually by the DOE), with three, one-year options to renew.
3. The starting rent is \$19,950 per year and increases annually by 3%. The total value of the 5 base years is \$105,917.26.
4. Sandia has the obligation to remove and remediate the pad sites for the wind turbines.
5. Provides for the installation of a bathroom system that is owned by Sandia at Sandia's expense.

Attached for your review are:

1. The Sandia RFQ that was issued which will become the basis of the agreement once DOE gives final approval
2. LRRRA's response to the RFQ which will be incorporated into the agreement
3. LRRRA and Sandia Mutually Agreed Terms which are additions to the RFQ, and which will be incorporated into the agreement
4. Standard Operating Procedures which will be referenced in the agreement

The Staff recommends the Executive Committee approve this new lease.



Request for Quotation 2239005,2

Title **SWiFT Land Lease**
Amendment Date **10-JUL-2024 15:05:30**
Amendment Description **Bilateral extension on close date, add site prep and install instructions and include SOP requirements**

Preview Date **21-JUN-2024 10:22:28** Open Date **21-JUN-2024 10:22:28**
Close Date **31-JUL-2024 11:45:39** Award Date **Not Specified**
Time Zone **Mountain Time**

Company **NTESS, LLC**
Buyer **SCHNEIDER, ALBERT**
Location **NTESS, LLC**
SANDIA NATIONAL LABS
U.S. NNSA
ALBUQUERQUE, NM
United States
Phone **5052885081**
Email **ASCHNEI@SANDIA.GOV**

NTESS, LLC	
Contact Details	

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1 Header Information

1.1 General Information

Title **SWiFT Land Lease**
Amendment Date **10-JUL-2024 15:05:30**
Amendment Description **Bilateral extension on close date, add site prep and install instructions and include SOP requirements**

Preview Date **21-JUN-2024 10:22:28** Open Date **21-JUN-2024 10:22:28**
Close Date **31-JUL-2024 11:45:39** Award Date **Not Specified**
Time Zone **Mountain Time** Buyer **SCHNEIDER, ALBERT**
Style **Blind**
Email **ASCHNEI@SANDIA.GOV**

1.2 Terms

Ship To **NO SHIPMENT** **SANDIA LABS - AP**
NO SHIPMENT **ACCOUNTS PAYABLE MS1385**
United States **PO BOX 5800**
ALBUQUERQUE, NM 87185
United States

Payment Terms **NET 30** Carrier
FOB Freight Terms
Currency **USD (US Dollar)** Price Precision **Any**

1.3

Name	Data Type	Description
A.05 Site Prep and Insallation guide.pdf	File	2024-07-10 07:10:34 A.05 Site Prep and Insallation guide.pdf (Size :583123)
PD-DS-186 Organizational Conflict of Interest Disclosure Form.docx	File	A.05 PD-DS-186 Organizational Conflict of Interest Disclosure Form.docx (Size :47904)
A.05 SOP Land Lease Reese 7-10-2024.pdf	File	2024-07-10 14:49:39 A.05 SOP Land Lease Reese 7-10-2024.pdf (Size :385640)

1.4 Response Rules

This negotiation is governed by all the rules displayed below.



2 Price Schedule

2.1 Line Information

Line			Number of Units		Unit Price	Amount	Promised Date
1		Lease 19 acres control building	1	EACH			
2		A.05 Restroom Specification	1	EACH			

2.2 Line Details

2.2.1 Line 1 Lease 19 acres control building

RENTALS/LEASES.MISCELLANEOUS Start Price (USD) **Not Specified**
Ship To **NTESS, LLC** Target Price (USD) **Not Specified**
NO SHIPMENT
United States
Need-By Date **Not Specified**

2.2.2 Line 2 A.05 Restroom Specification

SERVICES.MISCELLANEOUS Start Price (USD) **Not Specified**
Ship To **NTESS, LLC** Target Price (USD) **Not Specified**
NO SHIPMENT
United States
Need-By Date **Not Specified**



Subcontract Terms and Conditions

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Amendment

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

B. SECTION I CLAUSES

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

Chane description for restroom spec and attachment and include latest SOP dated July 10th 2024



Terms and Conditions

A. SOLICITATION INSTRUCTIONS

1. UNABLE TO FURNISH A PROPOSAL - 980A01 (05-17)

If you are unable to furnish a proposal, please so indicate to the Subcontracting Professional no later than the request for quotation close date located on the cover page.

2. GENERAL INSTRUCTIONS - 980A02 (05-17)

Return this solicitation with your response to the Subcontracting Professional:

- A. If the subcontract is awarded, Payment Terms are Net 15 for small businesses and Net 30 for large businesses. Quote any available cash discount for prompt payment.
- B. If applicable, quote Freight on Board (FOB) and Ship Via. Silence on these points will result in terms of FOB destination and Ship Via Contractor's Choice and Expense if subcontract is awarded. If FOB origin, provide the weight, dimensions, any special handling requirements or Department of Transportation (DOT) hazardous classification, and zip code for each package.
- C. Complete, as applicable, all representation/certification clauses contained in this solicitation, as well as pricing, delivery, or other quotations as requested.
- D. Authorized Representative: Your response to this solicitation indicates acceptance of all Terms and Conditions (Ts&Cs) specified in this solicitation. Offeror printed Ts&Cs of sale shall not be considered specific exceptions. Any exceptions must be submitted in writing with supporting rationale.

3. QUOTE DISCOUNTS - 980A03 (02-22)

Quote any and all applicable trade, quantity, Government or NTESS discounts; quantity price breaks; minimum order quantities; and standard packaging. NTESS is authorized and reserves the right to place any subcontract resulting from this Solicitation under the terms and conditions of the Offeror's GSA Schedule, Honeywell Corporate Agreement, Integrated Contractor Purchasing Team (ICPT) Agreement, Supply Chain Management Center (SCMC) Agreement, or any applicable Ordering Agreement available to NTESS. If any item you are quoting can be acquired under one or more of these arrangements, please provide the relevant information, including a copy of the Agreement or the URL where it can be reviewed.

Offeror is encouraged to consider Dynamic Discount Payment Terms available at the Dynamic Discount Payment Terms URL

- <https://www.sandia.gov/app/uploads/sites/113/2021/05/list-of-dynamic-discounts-available-page-layout.docx>

4. FURNISH NAME OF AUTHORIZED PERSON(S) - 980A12 (05-17)

Furnish name, title, email address, and phone number of the person(s) authorized by the company to offer, negotiate, accept award of, and administer this proposed subcontract.

5. SUBMIT CLARIFICATIONS OR QUESTIONS - 980A14 (05-17)

Submit any clarifications or questions in writing to the Subcontracting Professional no later than 3 business days prior to the request for quotation close date located on the cover page.



6. PROPOSAL SUBMISSION INSTRUCTIONS - 980A16 (10-22)

Proposals may be submitted to NTESS in one of the following ways:

Proposals may be submitted via NTESS's electronic sourcing web portal.

Proposals may be e-mailed to aschnei@sandia.gov.

Offers must contain required signatures as well as any requested representations or information (fill in blanks or provide the information). Offers must be received by the solicitation due date. NTESS is not responsible for any failure attributable to the transmission of the proposal including but not limited to: incomplete or illegible information, delays in transmission or receipt, failure of Offeror to properly identify the offer, and/or, availability or condition of receiving equipment.

The Lessor shall provide a Modified Gross Lease (NTESS to provide electric service) to include services documented in Facilities Standard Operating Procedure and all associated taxes.

- Quote base rent/Operations and Maintenance fee and total price per acre for each 5 base year and 3 options year.
- Provide total price for the installation of the NTESS provided property as documented in Government Furnished Clause number 515KSM and include breakdown of the costs.
- Complete Organizational Conflict form sig and date.
- Review and confirm acceptance of the Standard Operating Procedure (SOP) attached as A.05 SOP Land Lease
- Send separate correspondence certifying you are authorized to supply statement of work under the NAICS identified in clause 001NAI and that sam.gov registration is pending.
- Buy American Certificate 980D19
- Labor Category Crosswalk to Service 980D23
- Royalty Information 980D31
- Key Personnel 470KKP
- Construction Wage Rate Requirements 340CDB

7. QUESTIONS DIRECTED ONLY TO THE SUBCONTRACTING PROFESSIONAL - 980A20 (05-17)

Any and all questions/comments/concerns or other communications regarding this solicitation shall be directed ONLY to the Subcontracting Professional (SP) or cognizant Procurement management personnel. Communications directed to other than these authorized individuals may be considered as sufficient cause to eliminate the Offeror from further consideration under this solicitation.

8. MARKING OF OFFEROR DATA AND INFORMATION - 980A23 (07-17)

Offerors wishing to protect specific information and data from unauthorized disclosure should mark such information as "Limited Rights Data," or "Restricted Computer Software," as defined in FAR 52.227-14 -- Rights in Data - General. In accordance with FAR 52.227-14 (e), if data delivered under this solicitation are marked with notices or restrictive or limiting markings not authorized under this solicitation, the Subcontracting Professional may, at any time, return such data to the Offeror or cancel or otherwise determine that such markings, which are inconsistent with the solicitation, to be non-binding. Such a determination shall be made in accordance with the procedures specified in FAR 52.227-14 (e).

9. USE OF ELECTRONIC SIGNATURES - 980A25 (05-17)

Response to this solicitation does not constitute a binding commitment on behalf of NTESS. Any subcontract resulting from this solicitation must be authorized by the cognizant Subcontracting Professional (SP) in the form of a written signature or contain a specific statement on the cover sheet on NTESS letterhead indicating that the cognizant SP authorizes the subcontract to be a binding commitment.

[X] In addition, the following forms of electronic signatures may be used if indicated below to signify the authorization of



the SP:

[X] E-mail aschnei@sandia.gov

10. ELECTRONIC FUNDS TRANSFER - 980A28 (05-17)

NTESS' 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 NTESS, upon subcontract award, Subcontractor will be required to 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 or by faxing it to (505) 284-4798. Any request for an exception to this standard must accompany your response to this solicitation and be directed to the Subcontracting Professional.

11. DEBARMENT DISCLOSURE - 980A29 (03-08)

Offerors must disclose whether they or their principals are debarred, suspended, or proposed for debarment by the U.S. Federal Government. Offeror's response to this solicitation shall be deemed certification that neither the Offeror nor any of the Offeror's principals are debarred, suspended, or proposed for debarment by the U.S. Federal Government; however, if any of these conditions apply, Offeror must clearly disclose its status, and/or the status of its principals, in writing within Offeror's proposal/response to this solicitation.

12. OFFEROR REGISTRATION AND ELECTRONIC RESPONSE VIA WEB PORTAL - 980A30 (12-21)

Offeror must be registered in the NTESS supplier database in order to be considered for subcontract award. Offerors that are not already registered must do so at the following url:

http://www.sandia.gov/working_with_sandia/procurement/potential_suppliers/becoming_supplier.html

Please contact the Integrated Supply Chain help desk at supreg@sandia.gov if you have any questions on this process.

If communications and proposals in response to this RFQ are to be conducted via NTESS' electronic sourcing web portal, electronically communicate and attach your proposal within the portal itself. Contact the Integrated Supply Chain Help Desk at supreg@sandia.gov with any questions or problems. In the event of any problems on the day of the request for quotation close date, also contact the Subcontracting Professional directly prior to the deadline, in order to avoid potential disqualification.

If you submit multiple offers, NTESS will only consider the most recent offer submitted prior to the deadline.

13. PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - DISCLOSURE - 980A39 (05-17)

Per FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations, Offeror shall disclose whether it meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

14. ORGANIZATIONAL CONFLICTS OF INTEREST - 980B05 (07-21)

Please be advised that Offeror may be required to submit an Organizational Conflicts of Interest Disclosure statement, per 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. These provisions may be examined at https://www.acquisition.gov/dears/part-952-solicitation-provisions-and-contract-clauses#Section_952_209_72_T48_50325402119.

15. BUY AMERICAN CERTIFICATE - 980D19 (07-22)

"Domestic end product means"



(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if -

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

Note: "Assembly" may be considered "manufacturing", provided the assembly operations undertaken in the US make the item suitable for its intended use by NTESS and establish its identity. Operations performed after the item has been completed (e.g., packaging, testing) or to add a single component (e.g., one circuit) would not qualify as manufacturing.

Certification

(a) The offeror certifies that each end product with an anticipated value exceeding \$10,000 (except those listed in paragraph (b) below) is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of domestic end product. The terms commercially available off-the-shelf (COTS) item, component, domestic end product, end product, foreign end product, and United States are defined in FAR 52.225-1 Buy American Supplies.

Note: For purposes of valuation against the \$10,000 threshold, NTESS considers the purchase of multiples of a single item (e.g., twenty N95 masks) and bulk purchases (e.g., 1000-pc reel of capacitors) an individual item.

(b) Foreign End Products:

Line Item No.

Country of Origin

Add lines as necessary

16. NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS - 980D22 (11-21)

(a) *Definitions*

"Commercially available off-the-shelf (COTS) item", "construction material", cost of components" and "foreign construction material", as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials [Federal Acquisition Regulation (FAR) clause 52.225-9]

"Domestic construction material" means -



- (1) An unmanufactured construction material mined or produced in the United States.
- (2) A construction material manufactured in the United States, if -
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non availability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

(b) Domestic preference

Per FAR clause 52.225-9 and 41 U.S. Code § 8302, this requirement does not apply to the following:

- (1) Acquisition of Information Technology that is a commercial item
- (2) Construction that is performed outside the United States
- (3) Individual items that have an anticipated value less than or equal to \$10,000
- (4) NTESS is procuring articles, supplies, or materials; services involving the furnishing of products, supplies, or materials; or construction materials

(c) Requests for determinations of inapplicability

An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Subcontracting Professional (SP) in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(d) Evaluation of offers

- (1) NTESS will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the SP will award to the offeror that did not request an exception based on unreasonable cost.

(e) Alternate offers

- (1) When an offer includes foreign construction material not listed in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which NTESS has not yet determined an exception applies.
- (3) If NTESS determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, NTESS will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations

17. LABOR CATEGORY CROSSWALK TO SERVICE CONTRACT LABOR STANDARDS (SCLS) OR



CONSTRUCTION WAGE RATE REQUIREMENTS (CWRR) WAGE DETERMINATION AND COLLECTIVE BARGAINING AGREEMENT SUBMISSION - 980D23 (04-22)

NTES believes that a wage determination (WD) is applicable to the resulting subcontract for the Service Contract Act (SCA)/Service Contract Labor Standards (SCLS) and/or Davis-Bacon Act (DBA) Construction Wage Rate Requirements (CWRR). See WD clause in this Request for Quotation. Accordingly, all interested offerors shall identify any class of SCA/SCLS or DBA/CWRR applicable employee(s) proposed to perform work under any resulting subcontract and either directly or indirectly match all proposed labor classes to those specifically listed in the applicable WD. Information shall include at a minimum the following:

Offeror Labor Categories or Job Titles	Proposed WD	Department of Labor Job Code	Department of Labor Job Title	County of Performance	State of Performance	Collective Bargaining Agreement

If proposed employees are covered by one or more collective bargaining agreements, those agreements shall be provided with the response.

Failure to provide this information may render your proposal non-responsive.

18. PROHIBITED COMPONENTS, EQUIPMENT, SYSTEMS, PRODUCTS, SOFTWARE, AND SERVICES CERTIFICATE - 980D30 (10-19)

[] The Offeror represents that it will not provide or use components, equipment, systems, software, and services from listed covered vendors in performance and deliverables in subcontracts or other contractual instruments resulting from this solicitation. 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)

19. ROYALTY INFORMATION – 980D31 (01-22)

The term “royalties” as used in this solicitation instruction refers to any costs or charges in the nature of license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications that will be used in the performance of the resulting subcontract.

Offeror hereby attests (choose one):

☐ There are no costs or charges for royalties totaling more than \$250.00 associated with this proposal.

☐ There are costs or charges for royalties totaling more than \$250.00 associated with this proposal.

(a) If the response to this solicitation contains costs or charges for royalties totaling more than \$250.00, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor:
 - (2) Date of license agreement:
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable:
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable:
 - (5) Percentage or dollar rate of royalty per unit:
 - (6) Unit price of contract item:
 - (7) Number of units:
 - (8) Total dollar amount of royalties:
- (b) Copies of current licenses. In addition, if specifically requested by NTESS before execution of the subcontract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

20. SERVICES/PRODUCTS FROM RUSSIA-/UKRAINE-RELATED SANCTIONED AREAS DISCLOSURE - 980D32 (04-22)

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. Offeror's response to this solicitation shall be deemed certification that it is not furnishing such services or products.

21. TERMS & CONDITIONS - 980F17 (09-21)

This Request for Quotation (RFQ) and any resulting subcontract contains Terms and Conditions that are divided into two sections, Section I and Section II. Section I is appended hereto and contains specific clauses to the individual subcontract such as the Statement of Work (SOW), Period of Performance, funding, etc.

Section II contains standard clauses referencing requirements, statutes, laws, regulations and other rules that govern acceptance of a subcontract from National Technology and Engineering Solutions of Sandia, LLC (NTESS). For example, Offerors are reminded that NTESS is required to flow down certain Federal Acquisition Regulations (FAR) and Department of Energy



Acquisition Regulations (DEAR) clauses to subcontractors. Exceptions to any Terms and Conditions must be satisfied prior to subcontract award or any work is begun. Section II Standard Terms and Conditions are located at http://www.sandia.gov/working_with_sandia/current_suppliers/contract_information/index.html under "Section II Terms & Conditions."

The Section II Standard Terms and Conditions pertinent to this RFQ and any resulting subcontract are SF 6432-RE (CURRENT VERSION AS OF REV. 0 DOCUMENT DATE).

The resulting subcontract from this RFQ will be FIRM FIXED PRICE.

NTES will assess each offer received to determine an Offeror's responsibility, eligibility for award, and ability to perform to the requirements listed in the SOW, Section I and the above referenced Section II Standard Terms and Conditions.

Risk to NTES, the Government, and/or its assets (tangible and intangible) in the award of this subcontract to the Offeror will be assessed and considered prior to award. The risk assessment may include, but is not limited to, past performance, anything that could cause a failure to perform, loss of rights or property, or reputational damage to NTES. NTES will take into consideration the responses provided in the proposal as well as any other available information.

B. 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 (NTES) Supplier Data Sheet are current, accurate, complete, and applicable to this award.

The NAICS code for this acquisition and size standard are **531190-1: Lessors of Other Real Estate Property, size standard \$34M.**

2. LEASE STATEMENT OF WORK 'SPECIAL'

THIS LEASE AGREEMENT is made and entered into by and between Lubbock Reese Development Authority whose interest in the property hereinafter described is that of LESSOR, and National Technology and Engineering Solutions of Sandia, LLC, hereinafter called the LESSEE, acting under its Prime Contract DE-NA0003525 with the United States Department of Energy acting through the National Nuclear Security Administration hereinafter called DOE/NNSA.

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, certain real property situated in the City of Lubbock, Texas, located at the coordinates of 33.60979, -102.04976 in Lubbock, TX. The site is commonly known as the Scaled Wind Farm Technology (SWiFT) Facility and comprises a total of approximately 19-acre land parcel including three pad sites where three 100-foot (ft) tall wind turbines are installed, one pad site where two 200 ft tall meteorological towers are installed, and two pad sites containing NTES controlled programmatic equipment and identified on the site plan attached hereto as Exhibit A (the Site Map). Two wind turbines the two towers, control building, and restroom are controlled by NTES and considered programmatic equipment.

Lessor shall provide right of access for all entry ways and exists to the 19 acre parcel including Perimeter Road, the west runway and all caleche roads within and around the 19 acre parcel.



Lessor shall install the NTESS provided GREENFLUSH restroom within 30 days of subcontract placement as follows:

- The Lessor shall coordinate with a Green Flush representative to be on site during the installation of the vault into the trench and installation of the cabin onto the vault. Green Flush Technologies to perform minor post-install closeout activities.
- Restroom (Attached and incorporated by reference A.05 Restroom Specification) to be installed adjacent to the existing Control Building at the SWiFT Facility turbine field site. Installation on the south side of the Control Building, with the restroom doors facing to the north, and the west end of the restroom cabin being aligned with the west end of the Control Building. Restroom to be placed approximately 20 feet from Control Building.
-

The leased space shall be compliant with all applicable codes and requirements as established by the Authority having Jurisdiction (AHJ).

3. OPERATIONS AND MAINTENENCE 'SPECIAL'

LESSOR shall maintain the Premises, including the building, building systems and all equipment, fixtures and appurtenances furnished by LESSOR under the Lease, in good repair and condition so that they are suitable in appearance and capable of access, occupancy, possession, use and enjoyment of the Premises without reasonably preventable or recurring disruption, and provided in the Lease and the accepted Standard Operating Procedures (SOP), attached, except in case of damage arising from the willful act or the negligence of a LESSEE employee. Noncompliance of any requirements stated herein shall immediately be deemed a Failure to Perform as described in Section II Clause titled Default, Cure, and Remedies.

4. SECURITY REQUIREMENTS 'SPECIAL'

All non-NTESS occupants, LESSOR representatives and Subcontractors shall meet all requirements to maintain an uncleared (grey) badge. Badging shall be worn at all times while in the facility. If the LESSOR and their Subcontractors require access to the property, they shall contact the SDR for escorting or to obtain the necessary badging access. Noncompliance with security procedures is a violation of law and violator may be turned over to the appropriate authorities.

The leased facilities shall have the following physical security features installed/maintained during LESSEE occupancy. For those features not identified as a requirement, upon Lease execution, NTESS will finalize all available security features and services provided as part of the full-service lease as agreed to by LESSOR and LESSEE.

REQUIRED – LESSOR SHALL HAVE ENTIRE 19 ACRE FIELD FENCED IN WITH MINIMUM 6-FOOT-HIGH CHAIN LINK (OR EQUIVALENT). LOCK AND KEYS CONTROLLED BY LESSEE WITH LIMITED EXTERNAL USE FOR LESSOR MANAGEMENT AND GROUNDS STAFF.

5. PERIOD OF PERFORMANCE WITH OPTIONS - 012OPT (05-17)

Period of Performance shall begin 01-AUG-2024 and shall end 31-JUL-2029.

NTESS may, at its sole discretion, extend the term of this subcontract for 3 separate 1 Year option periods by providing written notice to the Subcontractor no less than sixty (60) calendar days before the subcontract expiration date. The total duration of this subcontract, including the exercise of any options under this clause, shall not exceed 8 years.

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

Total Price: \$ _____



Year	Base Rent per Acre	Operations/ Maint.per Acre	Total price per Acre	Annual Amount	Monthly Rental Fee
Base 1					
Base 2					
Base 3					
Base 4					
Base 5					
Total Amount-Base Years					
Option 1					
Option 2					
Option 3					
Total Amount Option Years					
Grand Total All Years					

7. 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.

8. INVOICING - FIRM FIXED PRICE 812INV (09-23)

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. Late submittals of invoices



could delay payment.

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.

9. LIMITATION OF OBLIGATION - FIXED-PRICE SUBCONTRACTS - 219FLO (05-17)

- A. This subcontract is incrementally funded. The sum of \$_____ of the total price is presently available for payment under this subcontract. Although NTESS intends to fully fund this subcontract, the currently available funds as stated above are not a guarantee of work under this subcontract and cannot be exceeded under any circumstances without a revision to this subcontract or by a system generated email notification from the **SANDIA LIMITATION OF OBLIGATION DELEGATED REPRESENTATIVE** for this subcontract. A copy of the email notification shall be part of the subcontract file and shall be legally binding on the parties.
- B. The Subcontractor agrees to perform up to the point at which the total amount payable by NTESS, including reimbursement in the event of termination of those item(s) for NTESS' convenience, approximates the total amount currently allotted to the subcontract. The Subcontractor will not be obligated to continue work beyond that point. NTESS will not be obligated in any event to reimburse the Subcontractor in excess of the amount allotted to the subcontract regardless of anything to the contrary in the clause entitled "Termination for Convenience." As used in this clause, the total amount payable by NTESS in the event of termination of this subcontract for convenience includes costs, profit, and estimated termination settlement costs.
- C. The Subcontractor will notify the Subcontracting Professional (SP), in writing, at least sixty (60) days prior to the date when the work will reach the point at which the total amount payable by NTESS, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the subcontract for performance. The notification will state: (1) the estimated date when that point will be reached; and (2) an estimate of additional funding, if any, needed to continue performance. In any event, the cumulative total of the funding requested and the funding previously provided cannot exceed the existing price of the subcontract. The notification will also advise the SP of the estimated amount of additional funds that will be required for the timely performance for a subsequent period. If after such notification additional funds are not allotted by the date identified in the Subcontractor's notification, or by an agreed substitute date, the SP will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this subcontract entitled "Termination for Convenience."
- D. Increases to the Limitation of Obligation (LO) will be authorized unilaterally by LO change authorization from the Sandia LO Delegated Representative (identified in SC 403-DLO, Delegation of Authority, Sandia Limitation of Obligation Delegated Representative) which shall become a part of the subcontract or as revised by the SP. Decreases in an LO shall be made by subcontract revision only.
- E. When additional funds are allotted for continued performance of the subcontract, the parties will agree on the Period of Performance (POP), which will be covered by the funds. The provisions of Paragraphs (B) through (D) of this clause will apply in like manner to the additional allotted funds and agreed to POP.
- F. If the Subcontractor incurs additional costs or is delayed in the performance of work, solely by reason of NTESS' failure to allot additional funds in amounts sufficient for timely performance of the subcontract, an equitable adjustment may be made in the price or in the time of delivery, or both, if additional funds are allotted.



G. NTESS may at any time allot additional funds for the performance of the subcontract.

H. The provisions of this clause are limited to the work and allotment of funds for the subcontract. This clause no longer applies once the subcontract is fully funded.

I. Nothing in this clause shall act as a waiver of any rights or obligations of the parties under this subcontract.

10. MULTIYEAR SUBCONTRACTS - 266MC (05-17)

This multiyear subcontract is subject to available funding. Any cost incurred beyond the amount of funding stated in the clause titled Limitation of Obligation shall be without any additional cost to NTESS or the Government.

11. NOTICE TO PROCEED - CONSTRUCTION - 102NTP (04-20)

The Subcontractor shall not commence construction work until a written Notice to Proceed (NTP) has been provided by the Sandia Delegated Representative named in this subcontract. The written NTP will be sent only after performance and payment bonds or alternative payment protections, safety plan, CSI Level III Breakdown, and any other required subcontract forms have been returned by the Subcontractor and are accepted by NTESS.

The Subcontractor shall provide said documents to the Subcontracting Professional (SP) within 10 (ten) days of subcontract award. Should the Subcontractor be unable to provide said documents within the allotted time, the SP may cancel the subcontract in its entirety without cost or penalty to either party.

The Subcontractor shall (a) commence work under this subcontract within 10 (ten) calendar days after the date the Subcontractor receives the NTP, and (b) prosecute the work diligently, and complete the entire work. In the event that delays occur after the date of the NTP that are a result of NTESS' actions, the Subcontractor may send a request for an adjustment to the Period of Performance to the SP.

12. 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>.



13. CONSTRUCTION WAGE RATE REQUIREMENTS CERTIFIED PAYROLL AND COMPLIANCE STATEMENT - 340CDB (07-17)

A. Certified Payroll Electronic Submittal Requirements

1. This subcontract requires that Construction Wage Rate Requirements (40 U.S.C. 276a et. seq.) minimum wages and benefits to be paid to all classes of laborers and mechanics working on the work site.
2. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department of Labor. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department of Labor. Subcontractors or lower-tier subcontractors who intend to utilize apprentices or trainees in the performance of this subcontract shall provide the SP with a copy of the certified program prior to commencing work, a list of employees who will be working under the programs, and the employees' status in the program. Subcontractor must provide the SP written notification of any changes to the certified program or employees' status in the program.
3. In order to validate that the appropriate wages are being paid, all construction subcontractors and lower-tier subcontractors must submit weekly certified payrolls within seven (7) days after the payroll payment dates.
4. NTESS has established an electronic process for the submittal of the certified payroll and compliance statements. Subcontractors and their lower-tier subcontractors are required to register for iSupplier Portal access by obtaining usernames and passwords. This is required for the Subcontractor and lower-tier subcontractor representative(s) responsible for entering certified payroll data and person(s) responsible for approving certified payroll records.
5. All Subcontractors and their lower-tier subs must complete the Statement of Authorized Signatory Party form to allow for NTESS to set-up the weekly payroll records for a given subcontract, which will enable the Subcontractor to begin submission of weekly certified payroll records. Form is accessible at the following link under the Certified Payroll Tab:
http://www.sandia.gov/working_with_sandia/procurement/current_suppliers/construction_facilities/index.html
6. All Subcontractors and their lower-tier subs shall submit certified payroll information electronically via iSupplier Portal on a weekly basis. In the event that no hours were worked in a given week, Subcontractors and their lower-tier subs will still be required to submit a statement reflecting zero (0) hours worked.
7. NTESS Subcontractors are responsible for reviewing all lower-tier subcontractor certified payroll records on a weekly basis to verify that they are timely and are paying according to the Construction Wage Rate Requirements statute.
8. Subcontractors shall notify Subcontracting Professional (SP) of all lower-tier subcontractors that will be working on a given subcontract prior to their beginning work.

B. Subcontractor has identified the following personnel for the weekly data entry of payroll reports through the electronic certified payroll system via iSupplier Portal:



14. DELEGATION OF AUTHORITY, SANDIA LIMITATION OF OBLIGATION DELEGATED REPRESENTATIVE - 403DLO (07-23)

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

SANDIA DELEGATED REPRESENTATIVE(S) (SDR):

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

SDR 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); review, obtain management approval, maintain and track subcontractor compliance of Contract Specific Safety Plans (CSSP); 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.

SANDIA LIMITATION OF OBLIGATION DELEGATED REPRESENTATIVE(S) (SLODR):

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

SLODR DUTIES DELEGATED:

Track and adjust the Limitation of Obligation (L/O) as authorized.

SUBCONTRACT BUSINESS LIAISON(S) (SBL):

Name/Email/Phone Number_____

SBL DUTIES DELEGATED:

Interface with the Subcontractor regarding: (1) the NTESS badge request process; (2) coordinate with subcontractor/subcontractor personnel to provide and validate completion of required training and supporting documentation;



(3) management/tracking of any government furnished property; and (4) coordination of written travel authorization approval from the SDR if specific travel plans are established in the statement of work clause.

NOTE: If a Subcontract Business Liaison is not listed, the aforementioned duties are delegated to the Sandia Delegated Representative(s).

For the purpose of adding/modifying the SDR, SLODR, or SBL, the revision may occur via an email notification reflecting the change to the clause. Further, for the sole purpose of increasing the L/O, the SLODR may authorize the increase via an email notification. A subcontract revision is not required if any of these notifications are 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.

15. KEY PERSONNEL - 407KKP (05-17)

The personnel whose name(s) appear(s) below is/are important for the successful performance of this contract. The Subcontractor 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 SP. Whenever, for any reason, one or more of the aforementioned personnel is/are unavailable for assignment for work under the contract, the Subcontractor shall, with the approval of the SP, replace such personnel with personnel of substantially equal abilities and qualifications.

16. WAGE DETERMINATION DECISION CONSTRUCTION WAGE RATE REQUIREMENTS- 419KCO (09-22)

The Davis-Bacon Act (DBA), also referred to as Construction Wage Rate Requirements (CWRR), applies to federally funded subcontracts in excess of \$2,000 for the construction, alteration, and/or repair (including painting and decorating) of public buildings or public works. The Act requires all subcontractors pay their laborers and mechanics employed working directly on the site of the work not less than the prevailing wage rates and fringe benefits listed in the subcontract's Wage Determination (WD) for corresponding classes of laborers and mechanics employed on similar projects in the area.

A. As required under the provisions of the clause, The Construction Wage Rate Requirements (CWRR) is applicable to the entire subcontract. The following wage determination located at <https://www.sam.gov> shall apply.

WAGE DETERMINATION NUMBER TX 20240280 LUBBOCK COUNTY ISSUE DATE 1-4-2024

B.Additional Flowdowns

The following clauses are incorporated by reference in this subcontract, as applicable.

1. FAR 52.222-5, Construction Wage Rate Requirements - Secondary Site of the Work



2. FAR 52.222-6, Construction Wage Rate Requirements
3. FAR 52.222-7, Withholding of Funds
4. FAR 52.222-8, Payrolls and Basic Records
5. FAR 52.222-9, Apprentices and Trainees
6. FAR 52.222-10, Compliance with Copeland Act Requirements
7. FAR 52.222-11, Subcontracts (Labor Standards)
8. FAR 52.222-12, Contract Termination - Debarment
9. FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations
10. FAR 52.222-14, Disputes Concerning Labor Standards
11. FAR 52.222-15, Certification of Eligibility
12. FAR 52.222-16, Approval of Wage Rates, for cost-reimbursement construction
13. FAR 52.222-30, Construction Wage Rate Requirements - Price Adjustment (None or Separately Specified Pricing Method)
14. FAR 52.222-31, Construction Wage Rate Requirements - Price Adjustment (Percentage Method)
15. FAR 52.222-32, Construction Wage Rate Requirements - Price Adjustment (Actual Method)
16. FAR 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026
17. FAR 52.222-62 Paid Sick Leave Under Executive Order 13706

C. SF1413 - Statement of Acknowledgement

A Standard Form 1413, Statement of Acknowledgement (SF 1413) is required in accordance with FAR 52.222-11, Subcontracts (Labor Standards). The Subcontractor shall, in accordance with FAR 52.222-11 (d), provide applicable SF1413s to NTESS within 14 days of award of a DBA-applicable subcontract. The Subcontractor shall complete, sign and upload the SF1413 - Statement of Acknowledgement form to the Certified Payroll system. The form is a requirement for subcontractors at all tiers.

17. 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.

18. 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.

19. PROHIBITED COMPONENTS, EQUIPMENT, SYSTEMS, PRODUCTS, SOFTWARE, AND SERVICES DISCLOSURE - 715PRO (05-24)

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- Notification of Use Required

- (i) FAR 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab 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 in whole or in part by a Kaspersky Lab covered entity; any item that contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity; any successor entity to a Kaspersky Lab covered entity, including any change in names, e.g., "Kaspersky"; any entity that controls, is controlled by, or is under common control with a Kaspersky Lab covered entity; or any entity of which a Kaspersky Lab covered entity 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.

Covered Vendors - Full Prohibition Without Allowance for Notification of Use

FAR 52.204-27-Prohibition on a ByteDance Covered Application is, hereby, incorporated by reference in full force and effect. This requirement includes, but is not limited to, use of social networking service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited on devices used in performance of this subcontract whether device is government owned or personally owned.

20. 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.

21. 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.

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

A.05 Standard Operating Procedure July 10th 2024.

A.05 Exhibit A Site Map

A.05 Site prep and install instruction for rest room July 10th 2024.

Page 9, Section 15. Buy American Certificate

This section is not applicable

Page 12. Section 17. Labor Category Crosswalk

OFFEROR LABOR CATEGORIES OR JOB TITLES	PROPOSED WD	DEPT OF LABOR JOB CODE	DEPT OF LABOR JOB TITLE	COUNTY OF PERFORMANCE	STATE OF PERFORMANCE	COLLECTIVE BARGAINING AGREEMENT
EXCAVATOR	\$ 16.20	47-5022	EXCAVATING AND LOADING MACHINE	LUBBOCK	TEXAS	NONE
CONCRETE LABOR	\$ 19.60	47-2051	CEMENT MASON AND CONCRETE FINISHERS	LUBBOCK	TEXAS	NONE
CRANE OPERATOR	\$ 39.35	47-2073	OPERATING ENGR AND OTHER CONSTRUCTION EQUIPMENT OPERATOR	LUBBOCK	TEXAS	NONE
GENERAL LABOR	\$ 16.20	47-2061	CONSTRUCTION LABORERS	LUBBOCK	TEXAS	NONE

Page 12, Section 18. Prohibited Components

We acknowledge this section and are okay with it.

Page 13, Section 19. Royalty Information

There are no costs or charges for royalties totaling more than \$250 associated with this proposal.

Pages 15-16

2. LEASE STATEMENT OF WORK 'SPECIAL'

THIS LEASE AGREEMENT is made and entered into by and between Lubbock Reese Development Authority whose interest in the property hereinafter described is that of LESSOR, and National Technology and Engineering Solutions of Sandia, LLC, hereinafter called the LESSEE, acting under its Prime Contract DE-NA0003525 with the United States Department of Energy acting through the National Nuclear Security Administration hereinafter called DOE/NNSA.

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, certain real property situated in

Lubbock County, Texas, located at the coordinates of 33.60979, -102.04976 in Lubbock, TX. The site is commonly known as the Scaled Wind Farm Technology (SWiFT) Facility and comprises a total of approximately 19-acre land parcel (the "Real Property") and LESSEE owned or controlled programmatic equipment: (1) three pad sites where three 100-foot (ft) tall wind turbines are installed, (2) one pad site where two 200 ft tall meteorological towers is installed, and (3) two pad sites containing a control building and a restroom building are NTESS controlled programmatic equipment

and identified on the site plan attached hereto as Exhibit A (the Site Map) (the “Programmatic Equipment”). The Programmatic Equipment is controlled by NTESS.

Lessor shall provide designated rights of access for all entries and exits to the 19 acre parcel, to include Perimeter Road, the west runway and all caliche roads within and adjacent to the 19 acre parcel.

Lessor shall install the NTESS provided GREENFLUSH restroom within 30 days of subcontract placement as follows:

- The Lessor shall coordinate with a Green Flush representative to be on site during the installation of the vault into the trench and installation of the cabin onto the vault. Green Flush Technologies to perform minor post-install closeout activities. LRRRA shall not be responsible for any charges from Green Flush Technologies.
- Restroom (Attached and incorporated by reference A.05 Restroom Specification) to be installed adjacent to the existing Control Building at the SWIFT Facility turbine field site. Installation on the south side of the Control Building, with the restroom doors facing to the north, and the west end of the restroom cabin being aligned with the west end of the Control Building. Restroom to be placed approximately 20 feet from Control Building.

The leased space shall be compliant with all applicable codes and requirements as established by the Authority having Jurisdiction (AHJ).

3. OPERATIONS AND MAINTENENCE 'SPECIAL'

LESSOR shall repair and maintain the Real Estate, Control Building, and Bathroom Building (collectively, the “Premises”), to include the building exterior, doors, windows, electric wiring, plumbing, interior and exterior lighting, and HVAC system. LESSOR shall maintain in good repair and condition the Premises so that they are suitable in appearance and capable of access, occupancy, possession, use and enjoyment of the Premises without reasonably preventable or recurring disruption, and provided in the Lease and the accepted Standard Operating Procedures (SOP), attached, except in case of damage arising from the willful act or the negligence of a LESSEE employee. Noncompliance of any requirements stated herein shall immediately be deemed a Failure to Perform as described in Section II Clause titled Default, Cure, and Remedies. LESSEE shall be solely responsible for repair and maintenance of Programmatic Equipment.

4. SECURITY REQUIREMENTS 'SPECIAL'

All non-NTESS occupants, LESSOR representatives and Subcontractors shall meet all requirements to maintain an uncleared (grey) badge. Badging shall be worn at all times while in the facility. If the LESSOR and their Subcontractors require access to the property, they shall contact the SDR for escorting or to obtain the necessary badging access. Noncompliance with security procedures is a violation of law and violator may be turned over to the appropriate authorities. Notwithstanding the foregoing, it is expressly understood and agreed that LESSOR may escort their Subcontractors while performing the obligations set forth in sec. 3.

The leased facilities shall have the following physical security features installed/maintained during LESSEE occupancy. For those features not identified as a requirement, upon Lease execution, NTESS

will finalize all available security features and services provided as part of the full-service lease as agreed to by LESSOR and LESSEE.

REQUIRED – LESSOR SHALL HAVE ENTIRE 19 ACRE FIELD FENCED IN WITH MINIMUM

6-FOOT-HIGH CHAIN LINK (OR EQUIVALENT). LOCK AND KEYS CONTROLLED BY LESSEE WITH LIMITED EXTERNAL USE FOR LESSOR MANAGEMENT AND GROUNDS STAFF. NOTWITHSTANDING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD THAT THE PREMISES ARE INSIDE OF LESSORS AIRFIELD PROPERTY THAT IS SURROUNDED BY 6-FOOT HIGH CHAIN LINK FENCE AND CONTROLLED ACCESS GATES ARE THE ONLY APPROVED ACCESS POINTS TO THE AIRFIELD PROPERTY.

6. TOTAL PRICE

YEAR	BASE RENT PER ACRE	OPS/MAINT PER ACRE	TOTAL PRICE PER ACRE	ANNUAL AMOUNT	MONTHLY RENTAL FEE
BASE 1	\$ 800.00	\$ 250.00	\$ 1,050.00	\$ 19,950.00	\$ 1,662.50
BASE 2	\$ 824.00	\$ 257.50	\$ 1,081.50	\$ 20,548.50	\$ 1,712.38
BASE 3	\$ 848.72	\$ 265.23	\$ 1,113.95	\$ 21,164.96	\$ 1,763.75
BASE 4	\$ 874.18	\$ 273.18	\$ 1,147.36	\$ 21,799.90	\$ 1,816.66
BASE 5	\$ 900.41	\$ 281.38	\$ 1,181.78	\$ 22,453.90	\$ 1,871.16
TOTAL AMT-BASE YEAR				\$ 105,917.26	
OPTION 1	\$ 927.42	\$ 289.82	\$ 1,217.24	\$ 23,127.52	\$ 1,927.29
OPTION 2	\$ 955.24	\$ 298.51	\$ 1,253.75	\$ 23,821.34	\$ 1,985.11
OPTION 3	\$ 983.90	\$ 307.47	\$ 1,291.37	\$ 24,535.98	\$ 2,044.67
TOTAL AMOUNT OPTION YEARS				\$ 71,484.84	
GRAND TOTAL ALL YEARS				\$ 177,402.10	

Page 22. 13 Construction Wage Rate Requirements 340 CDB

We acknowledge this section.

Page 24. 15 Key Personnel

Murvat Musa, CEO

Chris Evans, Operations Manager

Sandy Hamilton, Accounting Manager

Office phone number for all personnel is 806-885-6592

See Attached “Mutually Agreed Terms Additions to this Subcontract”

Cost of bathroom install to Sandia \$20,000.

Mutually Agreed Terms Additions to this Subcontract

1. 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:

- Subcontractor's failure to pay any employee for the Work rendered under this subcontract; or
- Any claims made by Subcontractor's personnel against NTESS.
- Subcontractor is not authorized to represent NTESS in any way or to bind NTESS by any promise, agreement, or obligation.
- Subcontractor shall flow down the requirements of this clause to any applicable lower-tier subcontracts for services.

2. Subcontractor and NTESS acknowledge and agree that the Project is located on property formerly owned and operated by the United States Air Force as the Reese Air Force Base, and that certain portions of the Project have been previously utilized by local, state and federal governmental entities (hereinafter, "the Government") in times of state or national emergencies to provide temporary evacuation shelters and other such uses. Additionally, Subcontractor has other Customers of the Project that require controlled access to the Airfield during certain operations. Subcontractor represents that the Government may continue to utilize the Project during the Term of this Lease in times of state or national emergency (with or without Subcontractor's express consent), and other Customers of the Project, when approved by the Subcontractor, may require controlled access to the Airfield, and that such use could adversely affect NTESS's ability to access the Premises and/or use the Common Areas due to additional security measures; provided, however, that such adverse impact shall only delay and shall not unreasonably deny access by NTESS to the Premises.

NTESS acknowledges and agrees that, in the event that the Government utilizes any portion of the Project in a time of state or national emergency or when the Subcontractor authorizes other Customers of the Project to control access to the Airfield, NTESS, its employees, officers, agents, and contractors will comply with all reasonable security regulations imposed by the Subcontractor or applicable governmental agency, including the requirement to obtain and display security identification cards and to comply with reasonable security procedures.

For purposes of this Section, "Project" means the land, together with the Premises (as defined below) and all other improvements constructed thereon, and all rights, privileges, easements, and appurtenances pertaining thereto, known as Reese Technology Center, a research and business park located in Lubbock County, Texas. A map of Reese Technology Center is attached hereto as **Exhibit A**.

3. Any physical additions or improvements to the Premises, other than NTESS existing additions or improvements to Programmatic Equipment, made by NTESS will become the property of Subcontractor. Subcontractor may require that NTESS, at the end of the Term and at NTESS's expense, remove any physical additions and improvements, repair any alterations, and restore the

Premises to the condition existing at the Delivery Date, normal wear excepted. All alterations shall require the prior written consent of Subcontractor. NTESS agrees at its sole cost and expense to comply with all Laws when performing any alterations, including obtaining any governmental permits which may be required in connection therewith. Should NTESS desire to renovate the Premises and such renovations would require alterations to the Premises, then NTESS shall submit plans and specifications for such renovations to Subcontractor for its approval, such approval not to be unreasonably withheld, delayed or conditioned. Subcontractor shall have fourteen (14) days from receipt of NTESS's plans and specifications to approve or disapprove same. In the event Subcontractor fails to disapprove of said plans and specifications within such fourteen (14) day period, then the plans and specifications shall be deemed approved. After completion of any alterations or improvements that require consent of Subcontractor hereunder, NTESS shall provide Subcontractor with a copy of NTESS's plans and specifications for such alterations or improvements.

4. HAZARDOUS MATERIALS

(a) Subcontractor's Obligations. Subcontractor represents and warrants that on the Delivery Date the Premises and the Project shall be in compliance with all Environmental Laws (as defined below). During the Term, Subcontractor will not use, generate, place, store, release or otherwise dispose of, or permit the use, generation, placing, storage, release or disposal of, Hazardous Materials in the Project, except in accordance with all Environmental Laws. To the extent permitted by Texas law, Subcontractor will indemnify, release, defend and hold NTESS harmless from and against, and reimburse NTESS for, all Hazardous Materials Liabilities asserted against or incurred by NTESS as a result of a breach of Subcontractor's representations, warranties, and obligations under this paragraph.

(b) NTESS's Obligations. During the Term, NTESS will not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises or the Project, except in accordance with all Environmental Laws, and subject to the those Deeds Without Warranty Between the United States of America and Subcontractor recorded in the Real Property Records of Lubbock County, Texas at Volume 8729, Page 234 (the "Airfield Deed") and Deed Record 2006041652 (the "Campus Area Deed").. Notwithstanding anything to the contrary contained in this Agreement, Subcontractor acknowledges and agrees that NTESS shall have the right to use and store in the Premises in NTESS's ordinary course of business Hazardous Materials in accordance with Environmental Laws. NTESS shall be responsible for and ensure that its agents, contractors, employees, invitees, licensees, or visitors, do not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises or the Common Areas. Notwithstanding anything to the contrary contained in this Agreement, Subcontractor acknowledges and agrees that NTESS shall have the right to use and store in the Premises in NTESS's ordinary course of business Hazardous Materials in accordance with Environmental Laws including but not limited to forklift propane, motor oil, anti-freeze, trans-fluid, brake fluid, hydraulic-fluid, air tool oil, WD-40, chain lubricants, bearing grease, oxygen/acetylene, spray paints, mineral spirits, water base paint, gasoline-welder-generator and stencil ink. In the event of a breach of the foregoing, NTESS will promptly undertake remediation or removal in accordance with all Environmental Laws. Notwithstanding anything to the contrary contained herein, in no event shall NTESS be liable for Hazardous Materials existing in, on or about the Premises or the Project prior the NTESS's occupancy of the Premises. NTESS shall provide Subcontractor a copy of NTESS's plan for responding to hazardous waste, fuel, and chemical spills no later than the Commencement Date.

- (c) Definitions. As used herein,
- (i) "Hazardous Materials" shall be construed broadly to include any toxic or hazardous substance, material, or waste, and any other contaminant, pollutant or constituent thereof, including without limitation, chemicals, compounds, by-products, petroleum or petroleum products, and polychlorinated biphenyls, the presence of which requires investigation or remediation under any Environmental Laws or which are or become regulated, listed or controlled by, under or pursuant to any Environmental Laws;
 - (ii) "Environmental Laws" means all federal, state, regional or local statutes, laws, regulations, codes, orders, permits, ordinances, decrees, rulings or judicial or administrative interpretations thereof, or similar laws of foreign jurisdictions where the NTESS conducts business, whether currently in existence or hereinafter enacted or promulgated, any of which govern, or purport to govern, or relate to pollution, protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous waste or occupational health and safety, as any of these terms are or may be defined in such statutes, laws, rules, regulations, codes, orders, permits, ordinances, decrees, rulings or judicial or administrative interpretations thereof, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, 42 U.S.C. §9601, et seq. (collectively "CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and subsequent Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq. (collectively "RCRA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Clean Water Act, as amended, 33 U.S.C. §1311, et seq.; the Clean Air Act, as amended (42 U.S.C. §7401-7642); the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act as amended, 7 U.S.C. §136-136y ("FIFRA"); the Emergency Planning and Community Right-to-Know Act of 1986 as amended, 42 U.S.C. §11001, et seq. (Title III of SARA) ("EPCRA"); and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §651, et seq. ("OSHA"); and
 - (iii) "Hazardous Materials Liabilities" means all claims, damages, losses, forfeitures, expenses or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by the other Party of its representations, warranties or covenants under Section 10(a) or (b), including, without limitation, all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.
- (d) Survival. The provisions of this Section 4 will survive the expiration or earlier termination of this Agreement.

5. Affirmative Statement regarding Hazardous Materials.

NTESS represents that it will follow all applicable Federal, State or local environmental requirements as it relates to the transportation, storage, use or disposal of any hazardous materials NTESS may use at the site.

6. Wind Energy Equipment and Fixtures. NTESS shall be responsible for the removal and remediation of the pad sites, wind turbines, and related fixtures and or buried cables (the “Wind Energy Facilities”) to a depth of forty-eight (48) inches below the existing contour of the surface; and topsoil or other mutually agreed upon dirt added to ensure that the existing contour of the surface is maintained.

Facility Standard Operating Procedure (SOP) and System Ownership at the Reese Technology Center Land Lease

Located at:

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Change Log

Date	Rev.	Changes Requested By	Editor	Type	Change Description
3/24/2019	0	SNL	Candle Martinez	Baseline	Revised SOP for incorporation into Lease RFQ
10/31/2019	1	SNL	Janelle Abreu	Revision	Addition of Section 2.3 Recycling and Waste Management

1.0 SOP Priorities & Communications Methods

The owner and their employees or subcontractors acting on behalf of the owner, including but not limited to; the designated property management team and all associated maintenance and operations (M&O) personnel, whether subcontracted or employed, hereafter collectively referred to as LESSOR, are responsible for all building systems, site infrastructure systems, and operations of the leased facility(ies)/suite(s) occupied by LESSEE as described in the full-service lease agreement. LESSOR is responsible for ensuring that the space leased to NTESS, hereafter referred to as LESSEE, manager and operator of Sandia National Laboratories (SNL), is clean, functional, and well-maintained addressing all system failures to minimize impact to LESSEE operations, proactively managing all normal wear and tear of the facility to ensure a professional facility aesthetic is maintained for guests and occupants to the facility, and, above all, ensuring that those building systems controlled and operated by the LESSOR are in a condition that assures the life-safety of both the LESSEE and its tenants and guests as well as the LESSOR and its subcontractors and employees.

LESSOR shall deliver M&O services based on the following priorities:

1. Life-safety,
2. Environment, Safety, and Health (ES&H) issues,
3. The number of people affected,
4. Energy and water conservation, and
5. Facility aesthetic.

1.1 Points of Contact for Lease Operations

LESSEE points of contact (POCs) include the following:

- | | |
|---|--|
| 1. Facility Portfolio Manager (FacPM)
Name: Frank Shaw
Office: 505-844-4029
Cell: 505-206-6740
Email: fcshaw@sandia.gov | 2. Facility Building Manager (BM)
Name: Kyle Ruth
Office: 505-845-8088
Cell: 505-917-5694
Email: kgruth@sandia.gov |
|---|--|

LESSOR POCs:

- | | |
|---|--|
| 1. Lessor Building Manager (BM)
Name: Chris Evans
Office: 806-885-6592
Cell: 806-549-9699
Email: cevans@reeseccenter.com | 3. Emergency Contact
Name: Chris Evans
Office: 806-885-6592
Cell: 806-549-9699
Email: cevans@reeseccenter.com |
| 2. BM Manager/First Line Manager
Name: Chris Evans
Office: 806-885-6592
Cell: 806-549-9699
Email: cevans@reeseccenter.com | 4. Owner/Delegated Authority from Owner
Name: Murvat Musa
Office: 806-885-6592
Cell: 806-7906903
Email: mmusa@reeseccenter.com |

1.2 Requesting Services at the Leased Facility

1.2.1 System for Reporting Service Requests

LESSOR shall have a system for reporting and tracking service requests submitted by LESSEE. The system shall track date of report, date of assessment by LESSOR, expected cure date, actual cure date, room number, and ticket notes. LESSEE will communicate to the LESSOR via email or phone call to LESSOR POC listed above. Should the LESSOR have an alternative reporting method, LESSOR shall detail the ticket reporting requirements for incorporation into this document. Upon request, the LESSOR shall provide a history of all facilities tickets generated and processed for LESSEE as requested by the FacPM or BM.

If alternative system is required by LESSOR, the required steps are as follows:

1.3 Requesting Urgent High-Priority Facilities Support

Examples of urgent, high-priority Facilities support requests include flooding, computer or intermediate distribution room (IDR) too-hot alarms, widespread loss of building system functions (electrical, water, HVAC), unusually large roof leaks, "brown" water, accumulation of snow and ice inhibiting safe entry into a primary entry into the facility, and notification of an imminent unplanned utility outage (due to nonpayment, etc.).

LESSEE will report all urgent maintenance or high-priority Facilities support requests to the LESSOR Emergency Line 806-885-6592. Such urgent maintenance requests shall be assessed within three (3) business hours and addressed/cured as quickly as possible. LESSOR shall email the BM and Subcontract Professional (SP) immediately upon notification of an urgent maintenance matter and work with BM and/or FacPM on cure timelines. For time between assessment and cure, the LESSOR shall provide adequate signage and/or notifications indicating that the issue has been identified and is actively being managed. The LESSOR shall report back to LESSEE regarding urgent maintenance issues as soon as reasonably possible to provide the status of response activities. This section does not apply to the LESSOR's programmatic equipment.

1.4 Reporting Emergencies that Do Not Require LESSOR Facilities Services

For all other emergencies (e.g., personal security or safety concerns, medical issues), the LESSEE will call 911.

Should the LESSOR require notification of non-building related emergencies, the Lessor shall provide non-facilities emergency numbers below. In addition, LESSEE will assess if the details of the emergency can or should be released prior to notification to the LESSOR.

2.0 Operational Services

2.1 Grounds Services

LESSOR shall provide all management, tools, supplies, equipment, labor, manpower, machinery, appropriate license(s) and qualification(s) necessary to perform and accomplish grounds maintenance services at the facility. The LESSOR shall perform grounds maintenance services in a manner that assures grounds, lawns, and xeriscaped areas are neatly trimmed and free of eroded or bare spots and weeds. Fertilizer, water, edging, weed control and mulch should be applied as needed to promote the growth of healthy grass, trees, shrubs, and plants, and present a clean, neat and professional appearance.

The following table lists the minimum grounds services that the LESSOR shall provide at the facility and the frequency for each service. The LESSOR shall independently assess the frequency of any services to determine if they are sufficient to ensure the facility grounds are kept orderly and tidy.

Standard Services	Frequency
<ul style="list-style-type: none"> • Grounds cleanup, weed control, mowing, 	As Needed

2.2 Custodial Services

LESSOR shall provide all management, tools, supplies, equipment, labor, manpower, machinery necessary to perform and accomplish custodial services at the facility. The following table lists the minimum custodial services that the LESSOR shall provide in the facility and the frequency for each service. The LESSOR shall independently assess the frequency of any services to determine if they are sufficient to ensure the facility is kept orderly and tidy. Services may only be provided during standard operating hours. Custodial shall not override a locked door or badge swipe to provide service.

Custodial Services	Frequency
<ul style="list-style-type: none"> • Lobbies, break rooms, conference rooms, classrooms, and lunchrooms 	
<ul style="list-style-type: none"> - Trash pickup 	Weekly
<ul style="list-style-type: none"> • Grounds trash pick up 	As needed
<ul style="list-style-type: none"> • Office 	
<ul style="list-style-type: none"> - Trash pickup (private offices shall be open for trash services) 	Once per week
<ul style="list-style-type: none"> • Restroom 	
<ul style="list-style-type: none"> - Cleaning of Restrooms/Stocking of supplies 	Weekly
<ul style="list-style-type: none"> - Servicing of septic system 	Quarterly or as needed

2.3 Pest Control Services

LESSOR shall provide all management, tools, supplies, equipment, labor, manpower, machinery, appropriate license(s) and qualification(s) necessary to perform and accomplish pest control services at the facility.

LESSOR shall deploy pest-control methods and processes that are sensitive to the environment and minimize impacts to building LESSEE. LESSOR's pest-management strategies shall prevent severe pest outbreaks and reduce risks to human health and the environment using the most economical, efficient, and environmentally sound pest-control methods, and include the monitoring, trapping, pesticide application, and pest removal. In addition, the LESSOR shall be responsible for application of pesticides according to the label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The following table identifies some critical pest management service for site operations. While the LESSOR is responsible for overall pest management, LESSEE has identified key issues which require specific assessment and cure times. The below table is not inclusive of all pest management matters. As other matters are brought to the LESSOR, the LESSOR shall work with the LESSEE to establish reasonable assessment and cure timelines and modify the SOP in conjunction with the SP as needed.

The term "responsibility" as used in the tables below means the designated organization is responsible for maintaining, restoring, and renovating the items, and is responsible for funding these activities, unless a "\$" is indicated in another Responsibility column.

Pest Management			
	LESSOR's Responsibility	LESSEE Responsibility	LESSOR Max Assessment (A) and Completion/ Cure (C) Time
Removal of ants, insects, rodent droppings, and removal of dead rodents (baits and traps).	X/\$		AS NEEDED
Exclusion of pests (blocking access points, eliminating pest access to the inside of a building or Facility, repairing small openings under doorways, near windows, utility corridors, etc.)	X/\$		AS NEEDED
LESSEE-owned portable structures and pest infestations due to poor house keeping		X/\$	
Unique or special requests for pesticide applications outside of the Lessor's pest control plan. Plan shall be provided and proof of exclusion.		X/\$	
Upon request NTESS may require the Lessor to provide results of the assessment, the methods taken to cure, and of the estimated cure date.			
All days shall be in business days. All weeks shall be in standard calendar weeks.			

2.4 Other Services Provided by LESSOR

(This section will either be removed or populated with the services provided by the LESSOR during negotiations.)

In addition to standard Facilities services, the LESSOR provides the following services as part of the lease agreement. All requests related to the services below shall be coordinated with LESSOR by calling 806-885-6592 or submitting a ticket to <https://www.reesetechnologycenter.com/>.

- Animal control: Lessor shall provide removal of snakes and other wildlife as needed.

The Lessor shall identify any additional services provided and means for coordinating those services above.

3.0 Preventative Maintenance Program (PMP)

LESSOR shall provide all management, tools, supplies, equipment, labor, manpower, machinery, appropriate license(s) and qualification(s) necessary to perform and accomplish preventative maintenance programs at the facility. LESSOR is responsible for the overall preventative maintenance (PM) of the facility/suite occupied by LESSEE. While the LESSEE may identify deficiencies during occupancy, the LESSOR is responsible for familiarity of the facility/suite to proactively maintain the condition and appearance of the entire site. Preventative Maintenance Programs shall include the following facility systems:

1. Parking lot/roadways – including, but not limited to, cleaning, crack repair, re-striping, application of sealcoat, slurry seal, lighting etc.
2. Grounds maintenance and landscaping – included, but not limited to, seasonal maintenance, mowing and clean-up, etc.
3. Plumbing systems – including, but not limited to, leak repair, corrosion identification, water pressure and backflow testing, valve and drains inspections, etc. Lessor will provide repairs to pumps in the bathroom, Lessee will be responsible for pump out and water services.
4. HVAC systems – including, but not limited to, seasonal maintenance tasks, air filters, thermostats, etc. Lessor will provide repair to HVAC systems if needed in the bathroom and control center.

LESSEE BM shall be made aware of any planned PM that affects the use or access of the site for LESSEE occupants. In addition, the BM may support the LESSOR in sending building-wide communications to ensure occupant awareness of temporary outages and PM activities.

The following tables identify many building systems/components that will require maintenance service during occupancy of the site. While the LESSOR is responsible for the overall PMP, LESSEE has identified key PMP issues which require specific assessment and cure times. The below tables are not inclusive of all PMP matters. As other PMP matters are brought to the LESSOR, the LESSOR shall work with the LESSEE to establish reasonable assessment and cure timelines and modify the SOP in conjunction with the SP as needed.

The term "responsibility" as used in the tables below means the designated organization is responsible for maintaining, restoring, and renovating the items, and is responsible for funding these activities, unless a "\$" is indicated in another Responsibility column. Although designated as responsible party, LESSEE will work with LESSOR to coordinate execution of all projects or tasks related to modifications, expansions, creation of new space, or maintenance of existing systems and infrastructure caused by modifications, expansions, or additions of LESSEE-owned equipment.

During the term of occupancy, the LESSEE may directly contract with qualified subcontractors to install, modify, or replace NTESS-owned equipment. Only when the installation, modifications, or replacement alters the structural, mechanical or electrical building systems will be the LESSOR be notified.

Where the Lessor is responsible for activities, the Lessor shall coordinate all such activities with the LESSEE to minimize downtime of LESSEE activities within the suite and shall provide all appropriate signage to notify occupants of ongoing activities and any associated hazards.

3.1 Civil Systems

Civil Systems			
Travel Infrastructure	LESSOR's Responsibility	LESSEE's Responsibility	LESSOR Max Assessment (A) and Completion/ Cure (C) Time
Paved, gravel, and dirt roads provided by Lessor and required for local code compliance	X/\$		AS REQUIRED
Cracks greater than 2-inches	X/\$		AS NEEDED
Support Infrastructure			
Exterior utilities (water, fire protection, sanitary sewer, electrical)	X/\$		AS NEEDED
Flood-control infrastructure	X/\$		AS NEEDED
Site drainage and related improvements and infrastructure surrounding building	X/\$		AS NEEDED
Upon request Lessee may require the Lessor to provide results of the assessment, the methods taken to cure, and of the estimated cure date.			
All days shall be in business days. All weeks shall be in standard calendar weeks.			

3.2 Electrical Systems

Electrical Systems			
Power and Special Systems	LESSOR's Responsibility	LESSEE's Responsibility	LESSOR Max Assessment (A) and Completion/ Cure (C) Time
Building electrical power service and distribution system, including transformers, switches, panel boards, breakers, motor control centers, and receptacles	X/\$		AS NEEDED FOR LESSOR CONTROLLED ITEMS
Electrical power service and distribution systems that operate programmatic equipment, LESSEE-owned equipment, power feeders, and local disconnects.	X/\$		AS NEEDED
Installation of new electrical power service and distribution for additional programmatic equipment, LESSEE-owned		\$	

Electrical Systems			
equipment, power feeders, and local disconnects.			
Installation of equipment safety switch or receptacle that separates building system responsibilities from LESSEE responsibilities	X	\$	AS NEEDED
Site infrastructure high-voltage (greater than 480V) electrical-distribution system (power poles, switch gear, substations, cable, and transformers)	X/\$		AS REQUIRED
Lighting			
Street, parking lots, and building exterior lighting	X/\$		N/A NONE EXIST
Special lighting systems that are part of programmatic equipment or tools, non-Lessor sponsored flag poles, video conference rooms, etc.		X/\$	
Specialty lighting system (in which LESSEE applications require nonstandard bulbs, dimmer systems, or fixtures)		X/\$	
Upon request Lessee may require the Lessor to provide results of the assessment, the methods taken to cure, and of the estimated cure date.			
All days shall be in business days. All weeks shall be in standard calendar weeks.			

3.3 Mechanical and Plumbing Systems

Mechanical & Plumbing Systems			
Plumbing	LESSOR's Responsibility	LESSEE's Responsibility	LESSOR Max Assessment (A) and Completion/ Cure (C) Time
Clogged toilets, urinals, sewer piping	X/\$		AS NEEDED
Potable water systems	X/\$		AS NEEDED
Leaks toilets, water fountains, showers, sinks	X/\$		AS NEEDED
Damaged toilets, water fountains, showers, sinks	X	\$	AS NEEDED
Sanitary sewer system/SEPTIC	X/\$		AS NEEDED
Heating, Ventilation, and Air Conditioning			
Too-hot, too-cold space (<70 or >76 degrees F, 6AM-6PM M-F)	X/\$		AS NEEDED

Mechanical & Plumbing Systems			
Building heating water systems (boilers and pumps, piping, valves, controls) for LESSEE comfort	X/\$		N/A
CRAC units and local/supplemental AC units, including those serving IDRs, MDRs, labs, screen rooms, and server rooms.		X/\$	AS NEEDED
Upon request Lessee may require the Lessor to provide results of the assessment, the methods taken to cure, and of the estimated cure date.			
All days shall be in business days. All weeks shall be in standard calendar weeks.			

3.4 Specialized Structural Systems

Structural Systems			
	LESSOR's Responsibility	LESSEE's Responsibility	LESSOR's Max Assessment (A) and Completion/ Cure (C) Time
Substructure related to building structures (e.g., below-grade footings, grade beams, caissons, piers, piles, mat slabs, and slabs on grade)	X	\$	AS NEEDED
Cranes, hoists, and rigging, including A-frames, rails, jibs, runways, electrical systems, radio controls, below-the-hook lifting devices, strong backs, and special lifting devices. *Note: LESSOR shall review and approve installation of any such equipment		X/\$	
Upon request Lessee may require the Lessor to provide results of the assessment, the methods taken to cure, and of the estimated cure date.			
All days shall be in business days. All weeks shall be in standard calendar weeks.			

**EXECUTIVE COMMITTEE OF THE BOARD ACTION ITEM No. 2024-0722-025
NATIONAL TECHNOLOGY AND ENGINEERING SOLUTIONS OF SANDIA, LLC
SANDIA NATIONAL LABORATORIES 19 ACRE LAND LEASE**

**EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY
July 22, 2024**

Item to be Considered:

New Lease for Sandia National Laboratories for 19 Acres of Land

Previous Board Action:

The Board previously approved a lease for Sandia for Building 3180

Statement of Pertinent Facts:

- a. Sandia is leasing 19 acres of land that TTU previously leased
- b. This is a five-year lease agreement with three one-year options to renew
- c. The starting rent is \$19,950 with 3% annual increases
- d. Sandia will have the obligation to remediate the pad sites when they vacate
- e. The agreement provides for the installation of a bathroom at Sandia's expense

Advice, Opinions, Recommendations, and Motion:

If the Executive Committee of the Board of Directors concurs, the following motion is in order:

"Resolved, that the Executive Committee of the Board of Directors of the Lubbock Reese Redevelopment Authority hereby approves the Sandia National Laboratories 19 Acre Land Lease and authorizes its CEO/Executive Director to execute the lease subject to negotiation of final terms and conditions, as submitted, on this 22nd day of July 2024."

Tim Pierce - President

ATTEST:

LRRA Board Member