

SAMPLE

SUBCONTRACT NO. TBD	 Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 94551
Subcontractor: TBD	LLNS Contract Administrator: Brandt Esser Phone: (925) 423-1518 E-Mail: esser3@llnl.gov

Introduction

This is a Fixed Price Subcontract for FastForward 2 Research and Development, as further described herein.

The parties to this Subcontract are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and the party identified above as the "Subcontractor."

This is a Subcontract under Prime Contract No. DE-AC52-07NA27344 between LLNS and the United States Government (hereinafter called "Government"), represented by the Department of Energy National Nuclear Security Administration (hereinafter called "DOE/NNSA"), for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called "LLNL") and the performance of certain research and development work.

Agreement

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and any documents referenced or incorporated therein, which together with this Subcontract Signature Page shall collectively constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

TBD

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

BY: _____

BY: _____
Brandt Esser

TITLE: _____

TITLE: Contract Administrator
LLNL Supply Chain Management
Department

DATE: _____

DATE: _____

SAMPLE

SCHEDULE OF ARTICLES FOR SUBCONTRACT NO. TBD

ARTICLE 1 – INCORPORATED DOCUMENTS

The following documents and forms are hereby incorporated as a part of this Schedule of Articles of the Subcontract and are referenced, or attached hereto.

Documents

GENERAL PROVISIONS FOR FIXED PRICE SUPPLIES AND SERVICES (GPs #600C; 06/03/11) ***OR**
GENERAL PROVISIONS FOR FIXED PRICE SUPPLIES AND SERVICES-FOREIGN (GPs #600E; 06/03/11) *
AND
STATEMENT OF WORK, ENTITLED “TBD” (Date)
SMALL BUSINESS SUBCONTRACTING PLAN (Date) – Does not apply to Foreign Offerors
ACCESS TO LLNL COMPUTER RESOURCES PROVISIONS (ACCESS TO LLNL COMPUTERS; 03/10/14) *
SECURITY AND SITE ACCESS PROVISIONS (S&SAP, 10/29/13) *
INJURY AND ILLNESS REPORTING PROVISIONS (INJURY & ILLNESS REPORTING; 03/10/14) *

* The documents and forms marked with an asterisk, as well as links to Federal and State Tax Forms websites, are available on-line at the following website: <https://supplychain.llnl.gov/> (under Supplier Information, select either General Provisions & Forms, or Special Provisions).

ARTICLE 2 – SCOPE OF WORK

A. The Subcontractor shall conduct certain work generally described as TBD. The work is more specifically described in the incorporated STATEMENT OF WORK.

<u>Milestone No.</u>	<u>Description</u>
TBD	TBD

B. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified herein to be furnished by LLNS. The Subcontractor shall deliver the materials, products, supplies, reports and residuals, as specified.

C. The work shall be performed by the Subcontractor at the Subcontractor's facility located at TBD, at the LLNL, and at other locations approved by the LLNS Contract Administrator.

D. Acceptance of the work under this Subcontract shall be based on the Subcontractor's performance and completion of the work in consonance with high professional standards and compliance with the delivery and reporting requirements specified herein.

SAMPLE

ARTICLE 3 – SAFETY-RELATED REQUIREMENTS

A. General

The Subcontractor shall take all reasonable precautions in the performance of the work to protect the health and safety of employees and members of the public, and to minimize hazards to the surrounding environment, wildlife and property.

The Subcontractor shall comply with, and assist LLNS and the DOE/NNSA in complying with, all Environment, Safety, and Health (ES&H) requirements, training, and associated safety documents referenced, attached, or incorporated into this Subcontract, and any other safety-related documents submitted by the Subcontractor and reviewed and accepted by LLNS.

The Subcontractor shall comply with all instructions, controls, and precautions communicated to the Subcontractor by the LLNS Technical Representative, or designee, regarding any applicable area hazards associated with the Subcontractor's work at the LLNL site.

B. Worker Safety and Health Program

All work by the Subcontractor and its lower-tier subcontractors at an LLNL worksite is subject to the *Worker Safety and Health Program* regulation at Title 10, Part 851 of the U.S. Code of Federal Regulations (10 CFR 851). LLNS has established an *LLNL Worker Safety and Health Program* to implement the requirements of 10 CFR 851 for the work at LLNL worksites. The Subcontractor shall assist LLNS and the DOE/NNSA in complying with all applicable environmental, safety, health regulations, including 10 CFR 851 and may be subject to DOE enforcement actions for violations thereof. Information on the regulation is available at the following website:

<http://www.hss.energy.gov/HealthSafety/WSHP/rule851/851final.html>

C. Safety Standards and Testing

Materials, supplies, and equipment furnished or used by the Subcontractor under this Subcontract shall meet nationally recognized safety standards or be tested by the Subcontractor in a manner demonstrating they are safe for use. All electrical equipment, components, conductors, and other electrical material shall be of a type that is listed, labeled, or tested by a Nationally Recognized Testing Laboratory (NRTL) in accordance with Title 29, Part 1910, *Occupational Safety and Health Standards*, of the Code of Federal Regulations (29 CFR 1910). The Subcontractor shall obtain prior written approval from the LLNS Contract Administrator before furnishing or using any materials, supplies, or equipment that do not meet these requirements.

ARTICLE 4 – PERIOD OF PERFORMANCE

The work described in ARTICLE 2 - SCOPE OF WORK shall be completed on or before the following milestone completion dates:

SAMPLE

Milestone No.

TBD

Completion Date

TBD

ARTICLE 5 – PRICE

A. Fixed Price

The Subcontractor shall perform this Subcontract for the total fixed price of \$TBD. The fixed price for each Milestone shall be as follows:

Milestone No.

TBD

Fixed Price

\$TBD

Items acquired under this Subcontract are for resale to the U.S. Government and are exempt from state sales and use tax per California State Resale Permit No. SR-CH 100-978248.

B. Allocated Funding Limit

The funding presently allocated for payment to the Subcontractor under this Subcontract is limited to \$TBD. The allocated funding amount is expected to cover completion of the following milestones.

List of funded milestones TBD

It is anticipated LLNS will increase this allocated funding amount up to the total fixed price of this Subcontract as funding becomes available; however, LLNS shall not be obligated to do so. The allocated funding amount may only be changed by a written unilateral modification to this Subcontract issued by the LLNS Contract Administrator.

The allocated funding amount specified above shall be the limit of LLNS' liability for all costs under this Subcontract, any other provision to the contrary notwithstanding. The Subcontractor is not obligated to continue performance under this Subcontract or otherwise incur cost or expenses in excess of the allocated funding amount. The Subcontractor shall notify LLNS in writing at least five working days prior to stopping work to avoid exceeding the allocated funding amount.

SAMPLE

ARTICLE 6 – INVOICES AND PAYMENT

A. Invoices and Milestone Payments

The Subcontractor shall reference the Subcontract number on all invoices, which shall include a detailed statement of the milestone(s) achieved. The Subcontractor shall submit its invoice electronically by E-Mail, upon completion of the milestone(s), to Accounts Payable (AP) at: AP_Invoice@llnl.gov (pdf or tif attachment preferred).

Payment status inquiries should be directed to the LLNL Accounts Payable PO Payment Inquiry website at: <https://vipir.llnl.gov/vipir>

Invoice questions should be directed to the Financial Services Help Desk at (925) 424-4444.

All other correspondence may be mailed to the following address:

Lawrence Livermore National Laboratory
Attention: Accounts Payable, L-432
P.O. Box 5001
Livermore, CA 94551

LLNS will verify completion of each milestone. Title to deliverable items or deliverable portions thereof shall vest in the Government immediately upon the date of the milestone payment.

B. Freight Invoices – Prepaid and Add Shipments

The Subcontractor shall submit a copy of the freight bill for all freight charges in the amount of \$75 or more which is separately charged on an invoice. (Note: Not required for UPS shipments.)

C. Payment Terms

The terms of payment shall be [2% 15], Net 30 Days Net 30 Days after receipt of a proper invoice. Payment amounts shall be less any applicable adjustments, credits, offsets, or tax withholds. Payment on an invoice shall not constitute final acceptance of the related performance.

D. Federal and State Reporting and Withholding Requirements

LLNS is required to report and withhold income, as may be applicable, on payments for services performed for LLNS. LLNS must, therefore, request certain certifications, exemption / classification status, and other tax related information via tax forms. Depending on your exemption status, withholding may apply.

LLNS requires both a Federal (W-9 or W-8BEN) and California State (587 or 590) tax form to be on file prior to issuing the initial invoice under this Subcontract. (NOTE: California Form 587, if applicable, is required for each and every Subcontract.) Links to the Federal and State

SAMPLE

Tax Forms websites are available on-line at the following website: <https://supplychain.llnl.gov/> (under Supplier Information, General Provisions & Forms). Tax forms shall be sent to LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-435, Livermore, CA 94551; or by Fax to: (925) 422-0310. Please reference TBD on all correspondence.

For Subcontractors requesting a waiver (California Form 588) or reduced withholding rate (California Form 589) on payments of California source income, submit form directly to the Franchise Tax Board (FTB). Send a copy of the waiver or reduced rate authorization letter received from the FTB to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-435, Livermore, CA 94551; or by Fax to: (925) 422-0310.

Tax form questions should be directed to the Financial Services Help Desk at (925) 424-4444. Failure to submit required tax forms in a timely manner will result in significant delays in payment of invoices and/or amounts withheld unnecessarily.

E. Location of Services

For Subcontractors who do not have an office in California or are not registered to do business in the state of California, the location of services shall be separately identified on each invoice (by state) the amount(s) being invoiced for work performed in each state (include hours and dollars). If work will only be performed in one state, indicate accordingly.

For Subcontractors who do have an office in California or are registered to do business in the state of California AND are not a Corporation, the location of services shall be separately identified on each invoice (by state) the amount(s) being invoiced for work performed in each state (include hours and dollars). If work will only be performed in one state, indicate accordingly.

ARTICLE 7 – SHIPPING AND DELIVERY SITE ACCESS INSTRUCTIONS

A. All shipments shall be sent to the following address:

Lawrence Livermore National Laboratory
For the DOE/NNSA
Subcontract No. TBD
7000 East Avenue
Livermore, CA 94550
Deliveries must be made by 3:30 p.m. Pacific Time.

B. All shipments shall be shipped F.O.B. TBD.

C. All shipments to LLNS shall be shipped by Subcontractor's vehicles or licensed common carriers selected by the Subcontractor.

D. Shipping charges shall be for the account of the Subcontractor.

SAMPLE

- E. Vehicles will be subject to search and delivery personnel will be refused access to the site if they are: (1) not U.S. citizens, (2) in possession of any prohibited items (opened/unsealed alcoholic beverages; illegal drugs; explosives; firearms or other dangerous weapons, instruments or materials; binoculars or telescopes; cameras; recording devices; pepper spray or mace, etc.), or (3) accompanied by companions or pets. Individuals entering LLNL will be required to show a valid driver's license, identify themselves as U.S. citizens, and provide other identifying information such as a social security number.

ARTICLE 8 – COORDINATION AND ADMINISTRATION

- A. The LLNS Contract Administrator for this Subcontract is TBD, or designee. All matters relating to the administration, performance and non-technical interpretation of this Subcontract shall be directed to the LLNS Contract Administrator. The Subcontractor shall direct all notices and requests for approval to the LLNS Contract Administrator. The LLNS Contract Administrator will issue any notices or non-technical approvals to the Subcontractor.
- B. The LLNS Technical Representative for this Subcontract is TBD, or designee. The LLNS Technical Representative will provide technical direction in connection with the work to be performed under this Subcontract. The term “technical direction” is defined to include (1) direction to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work description; and (2) the review and approval of technical reports, drawings, specifications, and information to be delivered by the Subcontractor under the Subcontract, where required. The LLNS Technical Representative will issue all technical direction in writing.
- C. The LLNS Technical Representative is not authorized to issue any technical direction which would (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work or the time required for performance of the work; (5) change any expressed term or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor's ability to perform and complete the work. Any such change must first be authorized by a written modification to this Subcontract issued by the LLNS Contract Administrator.

ARTICLE 9 – APPROVAL OF TECHNICAL DATA

If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data (hereinafter called “data”) for LLNS' approval, LLNS' approval of the data shall not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor's risk.

SAMPLE

If the data includes any variation from the Subcontract requirements, the Subcontractor shall describe such variation in writing at the time of submission of the data to LLNS, for LLNS review and approval. If LLNS approves any such variation, the variation will be incorporated into the Subcontract by a bilateral Modification to this Subcontract.

Unless otherwise specified, LLNS requires a period of 10 working days, from date of receipt, to review and approve the data. If LLNS does not approve the data within the allotted time period, the parties will establish a new time period for review and approval of the data and, if necessary, the delivery schedule or completion date will be equitably adjusted.

All submittals shall be sent to the following e-mail address to the maximum extent practical:
TBD@llnl.gov

All submittals that cannot be sent electronically shall be sent to the following address:

Lawrence Livermore National Laboratory
Attention: TBD, Mail Code L-557
7000 East Avenue / P.O. Box 5012
Livermore, CA 94550 / 94551

ARTICLE 10 – PROPERTY

- A. The Subcontractor shall acquire, and/or LLNS will furnish to the Subcontractor, the materials, equipment, supplies, and/or tangible personal property items identified below, for use under this Subcontract.

Subcontractor Acquired Property

TBD

LLNS Furnished Government Property

TBD

- B. All property acquired by the Subcontractor or furnished by LLNS for use under this Subcontract shall be identified, accounted for, controlled, protected, and dispositioned in accordance with the *GOVERNMENT PROPERTY* clause of the GENERAL PROVISIONS. Disposition directions and authorization will be provided by the LLNS Contract Administrator or a LLNS Property Representative.
- C. All property acquired by the Subcontractor or furnished by LLNS under this Subcontract shall be used only for performing this Subcontract and shall not be utilized after the completion, expiration or termination of this Subcontract, for any reason, unless otherwise provided in this Subcontract or approved by the LLNS Contract Administrator or a LLNS Property Representative.

SAMPLE

ARTICLE 11 – REPORTS

A. Type of Reports

The Subcontractor shall prepare and submit the following reports to LLNS:

1. Monthly Progress Reports (Type A)

Monthly progress reports shall be submitted by the fifth work day of each month. The progress reports may be informal letter summaries in a format approved by LLNS' representatives. These reports shall contain a description of work performed during the report period and the work planned for the succeeding period.

2. Final Report (Type B)

A final report shall be submitted upon completion of the work and contain a comprehensive summary of all work results and conclusions. The form and content of the final report shall be acceptable to the LLNS Technical Representative. If so requested, a draft copy of the report shall be provided to the LLNS Technical Representative for review prior to final submittal.

B. Distribution of Reports

Reports shall be separately addressed and transmitted to:

Lawrence Livermore National Laboratory
Attention: (Intended Recipient, see below)
P.O. Box 808
7000 East Avenue
Livermore, CA 94551

<u>Type Report</u>	<u>No. of Copies</u>	<u>Recipient</u>
A & B	1	TBD
A & B	TBD	TBD

With the exception of an authorized representative of DOE/NNSA and those indicated above, the Subcontractor shall not distribute reports of work under this Subcontract to any individual or organization without prior written approval of the LLNS Contract Administrator.

C. Interim Reports

It is understood there will be other information exchanged between the parties from time to time. Such data may be exchanged directly between the parties concerned; formal reporting and distribution is not required in these cases.

SAMPLE

ARTICLE 12 – KEY PERSONNEL

- A. The personnel specified below are deemed key personnel. The Subcontractor shall assign such individual(s) to this Subcontract to perform the duties proposed. All key personnel shall perform their duties in a professional manner consistent with the requirements of the position. No removal, replacement, or diversion shall be made by the Subcontractor without the written consent of the LLNS Contract Administrator.
- B. If at any time after award the Subcontractor becomes aware that any key personnel is/are unable or unwilling to perform as the key personnel, the Subcontractor shall immediately notify the LLNS Contract Administrator in writing.
- C. If any key personnel is/are to be substituted or replaced as provided above, the Subcontractor shall propose candidate(s) who meet the same or substantially similar qualifications (i.e., education, experience and other professional requirements) as the key personnel being substituted or replaced. The Subcontractor shall submit a current copy of the résumé, or similar document, demonstrating that the candidate(s) is/are qualified for the position(s) being filled to the LLNS Contract Administrator and provide any other information about such proposed candidate(s) sufficient for LLNS to determine the proposed candidate(s) can satisfactorily perform the duties of the key personnel.
- D. The following individuals are assigned as key personnel under this Subcontract:

<u>NAME</u>	<u>TITLE</u>
TBD	TBD

ARTICLE 13 - E-VERIFY PROGRAM ENROLLMENT VERIFICATION

This Subcontract is subject to the requirements of the *EMPLOYMENT ELIGIBILITY VERIFICATION* clause of the GENERAL PROVISIONS (FAR 52.222-54).

By acceptance of this Subcontract, the Subcontractor certifies that FAR 52.222-54 will be included in lower-tier subcontracts for Services or Construction in accordance with paragraph (e) of the clause. The Subcontractor is responsible to ensure appropriate lower-tier subcontractors enroll as a *Federal Contractor* in the E-Verify System, which is located at: <https://e-verify.uscis.gov/enroll> and, if requested by the LLNS Contract Administrator, provide a copy of the lower-tier subcontractor's 'Company Information' page printed directly from the E-Verify System.

Additionally, within 30 calendar days after award, the Subcontractor shall demonstrate that it has enrolled as a *Federal Contractor* in the E-Verify System by providing the LLNS Contract Administrator a copy of the Subcontractor's 'Company Information' page printed directly from the E-Verify System.

SAMPLE

ARTICLE 14 - DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this Subcontract, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

ARTICLE 15 – OBLIGATIONS OF THE PARTIES

LLNS and the Subcontractor agree that this Subcontract involves cutting-edge technology, research, and development under aggressive schedules. LLNS and the Subcontractor agree (i) that the Subcontractor shall use reasonable efforts to perform in accordance with the milestones, requirements, and/or schedules set forth in this Subcontract, and (ii) to reasonably consider limitations that may occur in meeting obligations under this Subcontract. If the Subcontractor is unable to meet its performance obligations, then LLNS and the Subcontractor hereby agree to negotiate the Statement of Work and/or the Subcontract price, if necessary, to reflect changes to the Subcontractor’s performance obligations. LLNS and the Subcontractor agree to use this process to address performance issues before resorting to any rights or remedies available by way of the *DISPUTES* or the *TERMINATION* clauses of the GENERAL PROVISIONS.

ARTICLE 16 – GENERAL PROVISIONS

- A. The clauses listed in the incorporated GENERAL PROVISIONS shall be applicable to this Subcontract based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work as indicated in the GENERAL PROVISIONS. As used therein, the term “Seller” shall mean “Subcontractor,” and the terms “Purchase Order” and “PO” shall mean “Subcontract.”
- B. This Subcontract is for the conduct of research, development, or demonstration (RD&D) work, or design work involving non-standard types of construction. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall apply. The applicable Patent Rights clause of the GENERAL PROVISIONS shall be the clause entitled *PATENT RIGHTS-RETENTION BY THE CONTRACTOR PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT*.
- C. This Subcontract shall not involve access to classified information and/or special nuclear material, or unescorted access to “Limited” or “Exclusion” security areas. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall not apply.
- D. Reserved for Class Advance Waiver provisions, if applicable.

(END OF SCHEDULE OF ARTICLES)