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

Introduction

This is a Fixed Price Subcontract for PathForward 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. Pursuant to the DOE's policy objectives and Small Business Administration reporting requirements, the existence of this Subcontract and certain related information including the Subcontract description, value, and place of performance and the Subcontractor's name, address and socio-economic attributes will be disclosed to the Small Business Administration and published on www.data.gov

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 Analyst

LLNL Supply Chain Management Dept.

DATE: _____

DATE: _____

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SCHEDULE OF ARTICLES
FOR
SUBCONTRACT TBD

ARTICLE 1 - INCORPORATED DOCUMENTS

The following documents 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 & SERVICES (GPS #600C; 02/17/15) ***OR**
GENERAL PROVISIONS FOR FIXED PRICE SUPPLIES AND SERVICES-FOREIGN (GPs #600E; 02/17/15) *
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; 05/23/16) *
SECURITY AND SITE ACCESS PROVISIONS (S&SAP; 05/23/16) *
INJURY AND ILLNESS REPORTING PROVISIONS (INJURY & ILLNESS REPORTING; 02/17/15) *

* 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).

In the event any attachments, specifications, drawings or other documents referenced or incorporated in this Subcontract reference *Contract Administrator*, all such references shall mean *Contract Analyst*.

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.
- 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 Analyst.

ARTICLE 3 - PERIOD OF PERFORMANCE

The work described in the SCOPE OF WORK Article shall be completed in conformance with the MILESTONE PAYMENT SCHEDULE of this Subcontract.

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ARTICLE 4 - PRICE

A. Fixed Price

The Subcontractor shall perform this Subcontract for the total fixed price of \$TBD. The fixed price for each Milestone is identified in the MILESTONE PAYMENT SCHEDULE as follows:

| Milestone # | Description | Completion Date | Fixed Price |
|---------------------------|-------------|-----------------|-------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Total Fixed Price: | | | \$ |

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 delivery 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 Analyst.

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.

ARTICLE 5 - 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 **along with the milestone completion date**. The Subcontractor shall submit its invoice electronically by E-Mail, upon acceptance of the work by the designated Technical Representative, to esser3@llnl.gov (black and white 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>

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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. Payment Terms

The terms of payment shall be 2%15, Net 30 Days **OR** 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.

C. Federal and State Reporting and Withholding Requirements

LLNS is required to report and withhold income, as may be applicable, on payments for services (e.g., labor, travel, etc.) 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 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.

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D. Location of Services

All non-Corporations shall specify the location of services (e.g., labor, travel, etc.) by state on each invoice including the invoiced amounts for each (include hours and dollars). If work will only be performed in one state, indicate accordingly. In addition, any Corporations that do not have an office in California or are not registered to do business in California shall also list the location of services on each invoice as previously described. Only Corporations with an office residing in California or are registered to do business in California need not specify the location of services.

ARTICLE 6 - LLNL SITE ACCESS BADGING REQUIREMENTS

In addition to the requirements of the incorporated SECURITY AND SITE ACCESS PROVISIONS, individuals must show proper identification prior to gaining access to LLNL.

U.S. citizens entering LLNL will be required to show a valid driver's license from a jurisdiction that meets the requirements of the REAL ID Act of 2005, identify themselves as U.S. citizens, and provide other identifying information such as a social security number. Information regarding the REAL ID Act, its requirements, and a list of noncompliant states may be found at <http://www.dhs.gov/real-id-enforcement-brief>. If an individual holds a license from a noncompliant jurisdiction, they will be required to show a secondary form of identification (i.e., U.S. passport, U.S. passport card, or U.S. military ID card) in order to be granted access to LLNL.

Foreign nationals entering LLNL will be required to show proper identification from the following list to establish identity and legal status in the United States:

- A legal permanent resident must show a valid Permanent Residency Card (green card); or Alien Documentation, Identification and Telecommunication (ADIT) stamp.
- A nonimmigrant foreign national must show a current passport with a valid I-94 card or printout (available from www.cbp.gov/I94); Visa Waiver Program travelers must provide a valid passport with an admission stamp.
- A nonimmigrant foreign national with an I-94 valid for *duration of status* must also produce the proper supporting documentation indicative of current status (e.g., DS-2019, I-20, EAD, etc.).
- Canadian citizens must provide a valid passport with entry stamp or a valid I-94.

ARTICLE 7 - 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

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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.energy.gov/ehss/environment-health-safety-security>

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 Analyst before furnishing or using any materials, supplies, or equipment that do not meet these requirements.

ARTICLE 8 - COORDINATION AND ADMINISTRATION

A. The LLNS Contract Analyst for this Subcontract is Brandt Esser, or designee. All matters relating to the administration, performance and non-technical interpretation of this Subcontract shall be directed to the LLNS Contract Analyst. The Subcontractor shall direct all notices and requests for approval to the LLNS Contract Analyst. The LLNS Contract Analyst will issue any notices or non-technical approvals to the Subcontractor.

B. The LLNS Technical Representative for this Subcontract is TBD, or designee, telephone (925) TBD, or email TBD@llnl.gov. 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.

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- 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 Analyst. The LLNS Technical Representative is not authorized to execute on behalf of LLNS any Subcontractor provided terms, conditions, or representations without consent from the LLNS Contract Analyst. This includes end-use certifications and representations.

ARTICLE 9 - 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 electronically transmitted to:

| Type of Report | Recipient |
|----------------|-------------------------------|
| A & B | TBD, TBD@llnl.gov |
| A & B | Brandt Esser, esser3@llnl.gov |

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 Analyst.

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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.

ARTICLE 10 - E-VERIFY PROGRAM ENROLLMENT VERIFICATION

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 Analyst a copy of the Subcontractor's 'Company Information' page printed directly from the E-Verify System.

ARTICLE 11 - 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.

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:
esser3@llnl.gov

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

Lawrence Livermore National Laboratory
Attention: Brandt Esser, Mail Code L-555
7000 East Avenue / P.O. Box 5012
Livermore, CA 94550 / 94551

ARTICLE 12 - 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.

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ARTICLE 13 - 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 14 - 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 shall not involve access to classified information and/or special nuclear material, or unescorted access to *Limited* security areas. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall not apply.
- C. By this reference, the following Paragraph C. is hereby added to *Clause 9 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL* of the GENERAL PROVISIONS.
 - C. LLNS complies with all applicable United States Government export control laws and regulations and shall not use or transfer technology and/or items procured from the Subcontractor in contravention of such laws and regulations. All goods that LLNS procures under the Prime Contract belong to DOE/NNSA and the United States Government. The goods being procured under this Subcontract are intended for use in support of the Prime Contract with DOE for the purpose of meeting LLNS's national security mission for NNSA. This clause serves as notice of LLNS' mission and export controls compliance and shall be considered an appropriate end-user statement to the Subcontractor for export controls and compliance purposes. The Subcontractor shall not request a representative of LLNS to provide any additional end-use statements or certifications relative to the goods procured under this Subcontract.
- D. 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 OR PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT*.

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E. Reserved for Class Advance Waiver provisions if applicable

(END OF SCHEDULE OF ARTICLES)