



**LAWRENCE LIVERMORE NATIONAL LABORATORY**  
**GENERAL PROVISIONS FOR ARCHITECT - ENGINEER SERVICES**

**CLAUSE 1 - SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES**

- A. As used in this clause:
1. Team Member means any of the following entities: Bechtel National, Inc.; The Regents of the University of California; Babcock & Wilcox Technical Services Group, Inc.; URS Corporation; Battelle Memorial Institute; GEM Technology International Corporation; Professional Project Services, Inc. (Pro2Serve); Dynamac Corporation; and Texas A&M University System.
  2. Team Member Affiliate means any person or entity which is an affiliate of any Team Member. The term affiliate is defined at FAR 2.101.
- B. Because of restrictions in the contract between DOE/NNSA and Lawrence Livermore National Security, LLC (hereinafter "LLNS") concerning the payment of fee or profit when subcontracting with any Team Member or any Team Member Affiliate, as well as Organizational Conflict of Interest concerns, neither the Subcontractor nor any tier of its lower tier subcontractors or suppliers may enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under this Subcontract without the advance written approval of the Contract Administrator.
- C. The Subcontractor shall include the substance of this clause in all of its lower tier subcontracts and purchase orders.

**CLAUSE 2 - LABOR RATES AND REIMBURSABLE COSTS AND EXPENSES**

- A. Labor Rates. (Applies if the Subcontract indicates labor will be reimbursed at fixed fully burdened labor rates)
1. The labor rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The amounts shall be computed by multiplying the appropriate labor rates in the Subcontract by the number of direct labor hours performed.
  2. The fixed fully burdened labor rates shall be paid for all labor that meets the qualifications for the specified labor categories. Labor hours will not be paid to the extent the work is performed by personnel that do not meet the qualifications for the specified labor categories, unless specifically authorized by the LLNS Contract Administrator.
  3. The fixed fully burdened labor rates shall apply to work performed on an overtime basis unless otherwise specified in the Subcontract. If overtime is authorized in advance by the LLNS Contract Administrator, overtime rates shall be established in the Subcontract. The premium portion of the overtime rates shall be payable only to the extent the actual overtime work performed is approved by the LLNS Contract Administrator.
- B. Types of Reimbursables. In accordance with FAR 31, LLNS will reimburse the Subcontractor for certain costs and expenses associated with the architect-engineer work for which the Subcontractor has not otherwise been compensated, and which have been incurred with the prior written approval of LLNS. Such reimbursable costs and expenses shall not exceed a total of the aggregate for reimbursable costs, as set forth in the Subcontract. The following are the descriptive categories of work which may be considered for reimbursable costs:
1. Topographical and Other Field Survey Costs. Actual costs of labor, materials and equipment use; transportation of items and material as may be required and approved; subcontracts as approved; preparation of maps; test borings if required by LLNS; and any subsurface investigations if required and approved by LLNS.
  2. Labor/Material and Equipment Costs for Resident and Field Engineer - Inspector Expenses. The actual costs of labor, materials and equipment use, and part-time inspectors. Costs of the supporting field office force as required at construction project site for inspection of construction.
  3. Expediting Costs/Expenses. Actual costs associated with labor and materials for expediting or inspecting material and equipment; checking or expediting shop drawings at vendors' plants, etc.
  4. Expenses of Outside Technical Assistance. Actual compensation paid by the Subcontractor for outside expert technical assistance, including the services of materials testing laboratories, for performance of work or tasks required of the Subcontractor under this Subcontract.
  5. Extra Copies of Drawings, Specifications, Etc. Actual costs of labor, materials and equipment use, or an allowance in lieu of such actual costs, at a rate or rates approved in advance by LLNS, for any extra copies of prints of drawings, specifications, invitations for bid, or other related documents, or revisions to any such documents, which are reproduced after LLNS approval of such material furnished by the Subcontractor for Title II Design Services. Such material may be required and specifically requested by LLNS on occasion. (NOTE: This specific reimbursable cost category does not include "as-built" record drawings and specifications as may be required for Title III Construction Services.)

6. Special Documents. Actual costs of labor, materials, and equipment use for copies of special documents that have been prepared with LLNS approval.
  7. Travel Expenses. Allowable travel expenses will be reimbursed in accordance with the *Travel Expense Rules for Sellers/Subcontractors*, if included in the Subcontract.
- C. Payment of Fixed Fully Burdened Rates and Reimbursables
1. LLNS will make payments to the Subcontractor for labor and costs/expenses which are reimbursable under the provisions of this Subcontract.
  2. All invoices must identify in sufficient detail the work performed and tasks accomplished, the effort expended by labor category, the materials used, and other direct expenses incurred, and substantially comply with the requirements of the Subcontract. All invoices for labor shall be accompanied by individual daily job timekeeping records, labor distribution report, or other substantiation approved by the LLNS Contract Administrator. The Subcontractor shall maintain records which support all invoiced costs, including records evidencing actual payment, and provide them to LLNS upon request.
  3. The Subcontractor shall notify LLNS in writing when 80 percent of the total "reimbursable costs/expenses" as set forth in the Subcontract have been expended. This written notification shall be furnished to the LLNS Contract Administrator and Technical Representative.
- D. Audit. At any time before final payment under the Subcontract, LLNS may perform an audit of the invoices and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by LLNS not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments.
- E. Assignment and Release. If requested by the LLNS Contract Administrator, the Subcontractor, and any assignees, shall execute and deliver, as a condition precedent to final payment under the Subcontract, in form and substance satisfactory to the LLNS Contract Administrator or a designee, an assignment to LLNS of refunds, rebates, credits, or other amounts (including interest, if any) arising out of the performance of the said Subcontract and due to LLNS, together with all rights of action accrued or which may thereafter accrue; and a release discharging LLNS, its officers, agents, and employees of and from all liabilities, obligations, and claims, and demands arising out of or under the Subcontract, subject only to the following exceptions:
1. Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Subcontractor.
  2. Claims, together with reasonable incidental expenses, based upon the liabilities of the Subcontractor to third parties arising out of performing the Subcontract, that are not known to the Subcontractor on the date of the execution of the release, and of which the Subcontractor gives notice in writing to the LLNS Contract Administrator not more than six years after the date of the release or the date of any notice to the Subcontractor that LLNS is prepared to make final payment, whichever is earlier.
  3. Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of LLNS against patent liability), including reasonable incidental expenses, incurred by the Subcontractor under the terms of the Subcontract relating to patents.

### **CLAUSE 3 - RELEASE OF INFORMATION**

- A. The Subcontractor shall not reference LLNS in any news releases, advertisements, marketing materials, websites, or any other public releases of information concerning this Subcontract without the prior written consent of the LLNS Contract Administrator.
- B. While in the performance of this Subcontract, the Subcontractor may be exposed to information that is identified as proprietary or business sensitive, Official Use Only, Export Controlled, Unclassified Controlled Information (UCI), Unclassified Nuclear Controlled Information (UCNI) as well as Personally Identifiable Information (PII) defined as information that is associated with any individual (who is an employee, independent contractor, visitor or guest at LLNL) such as such individual's name, address, telephone number, social security number, place of birth, date of birth, mother's maiden name, biometric records (such as fingerprint, iris scan or DNA), medical history information, criminal history, employment history, financial information, or security clearance history or related information.
- C. In the event the Subcontractor receives such information in performance of this Subcontract, the Subcontractor shall: (1) safeguard such information in accordance with the procedures that are provided against any unauthorized use, publication or disclosure, (2) restrict access to such information to only those individuals or entities needing such access to perform as required under this Subcontract, (3) refrain from using such information except for the purposes for which such information was originally disclosed, (4) encrypt any electronic information when at rest in accordance with

Federal Information Processing Standard (FIPS) 140-2 Level 1 or higher, and (5) provide immediate written notice to the LLNS Contract Administrator in the event of any unauthorized use, publication, or disclosure of such information.

- D. The Subcontractor agrees, upon cancellation, expiration, or earlier termination of this Subcontract, or upon the written request of LLNS, whichever is earlier, to promptly deliver to LLNS (or, at LLNS' option, to destroy) all tangible or electronic information described above in the possession of Subcontractor. Notwithstanding the foregoing, the Subcontractor's obligations with respect to such information shall continue in full force and effect and survive the cancellation, expiration, or earlier termination of this Subcontract.

#### **CLAUSE 4 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL**

- A. The Subcontractor shall comply with all applicable U.S. export control laws and regulations in the performance of this Subcontract and the distribution and use of resulting work products. The Subcontractor shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Subcontractor shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person in the performance of this Subcontract, including instances where the work is to be performed at the Lawrence Livermore National Laboratory (LLNL), where the foreign person will have access to any information, technology, or software subject to export control.
- B. The Subcontractor shall ensure the provisions of this clause apply to its subcontractors.

#### **CLAUSE 5 - SUSTAINABLE ACQUISITION**

- A. The Subcontractor shall utilize environmentally preferable products and services and recovered material as defined in 48 CFR 2.101 and 11.301, i.e., products and services that have a lesser or reduced effect on human health and the environment, including those that are energy efficient (ENERGY STAR or FEMP-designated), water efficient, bio-based, environmentally preferable, EPEAT registered, non-ozone depleting, and less toxic, to the maximum extent possible without conflicting with the technical requirements of the Subcontract or jeopardizing the intended end use of the items or services to be furnished under this Subcontract.
- B. To the extent available, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Subcontract shall be no less than 30 percent post-consumer material.
- C. The Subcontractor shall notify the LLNS Contract Administrator in writing if an "EPA-designated item," as defined in 48 CFR 23.401, used in performing this Subcontract does not contain at least the percentage of recovered material required by any applicable specification of this Subcontract. Such notice must include a detailed written justification for such failure, on the basis that the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

#### **CLAUSE 6 - MODIFICATION OF SUBCONTRACT**

The requirements, terms and conditions of this Subcontract may only be changed by a written change order or modification issued by the LLNS Contract Administrator in accordance with the clause of these GENERAL PROVISIONS entitled *CHANGES – FIXED PRICE*. If the Subcontractor implements any changes to this Subcontract at the direction of anyone other than the LLNS Contract Administrator, such action will be considered to be unauthorized and the Subcontractor will be solely liable for any delays, damages or costs incurred by LLNS and the Subcontractor as a result of said unauthorized changes.

#### **CLAUSE 7 - NOTICES**

The Subcontractor shall immediately notify the LLNS Contract Administrator in writing of (1) any third party action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; (2) any third party claim against the Subcontractor, the cost and expense of which may be allowable under the terms of this Subcontract; (3) any proceedings related to bankruptcy the Subcontractor enters into; and (4) any circumstances whatsoever that the Subcontractor becomes aware of during the performance of the Subcontract which may jeopardize its fulfillment of the agreed performance of all or any portion of the Subcontract.

#### **CLAUSE 8 - NON-WAIVER OF DEFAULT**

Any failure by LLNS to strictly enforce performance of any of the terms or conditions of this Subcontract does not constitute a waiver of such terms or conditions and does not affect or impair such terms or conditions in any way nor the right of LLNS to avail itself of such remedies for any breach or breaches of such terms or conditions.

#### **CLAUSE 9 - COST ACCOUNTING STANDARDS (CAS) LIABILITY**

(Applicable if the Subcontract is subject to full or modified CAS.)

If the Subcontract is subject to either FAR 52.230-2 or FAR 52.230-6, notwithstanding the provisions of the clause, or of any other provision of this Subcontract, the Subcontractor is liable to the U.S. Government for any increased costs, and interest

thereon, resulting from any failure of the Subcontractor or of a lower-tier subcontractor, with respect to activities carried on at the site of the work, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

#### **CLAUSE 10 - DISPUTES AND CLAIMS**

A. All disputes arising under or relating to this Subcontract shall be resolved under this clause.

#### **B. Definitions**

1. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties, seeking as a matter of right, with adequate supporting data, the payment of money in a sum certain, the adjustment or interpretation of subcontract terms or other relief arising under or relating to this subcontract. However, a written demand or written assertion by the Subcontractor seeking the payment of money exceeding \$100,000 is not a claim until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
2. "Adequate supporting data," as used in this clause, means a detailed statement of the basis and supporting reasons for the asserted entitlement and an itemized breakdown of any adjustment or compensation sought.

#### **C. Submittal of Claim**

1. A claim by the Subcontractor shall be made in writing, unless otherwise stated in this subcontract, submitted within 30 calendar days of the act, event or order giving raise to the claim, submitted to LLNS for a written decision.
2. The Subcontractor shall provide the certification specified in paragraph (C)(2)(iii) of this clause when submitting any claim exceeding \$100,000. The certification may be executed by any person duly authorized to bind the Subcontractor with respect to the claim.
3. The certification shall state as follows: "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the Subcontract compensation for which the Subcontractor believes LLNS is liable."

#### **D. Decision of LLNS**

1. For Subcontractor claims of \$100,000 or less, LLNS must render a decision within 60 days of the date a claim is received. For Subcontractor-certified claims over \$100,000, LLNS must decide the claim within 60 days of the date a claim is received or notify the Subcontractor in writing of the date by which the decision will be made. If a decision is not issued on any claim within 60 days or unless the Subcontractor is otherwise notified of a new date (as permitted for claims exceeding \$100,000), a claim shall be considered to have been denied. Until LLNS issues a final decision denying Subcontractor's claim, no demand for litigation before a California State Court or arbitration on a disputed claim may be made.
2. LLNS' decision denying a Subcontractor's claim shall be final unless the Subcontractor timely notifies LLNS that it either intends to file a claim before a California State Court or intends to arbitrate, by certified mail, return receipt requested, or any other method that provides evidence of receipt.
  - a. For claims less than \$100,000, the Subcontractor must either notify LLNS that it intends to arbitrate within 30 days or that it intends to file a claim before a California State Court within 90 days from the date the Subcontractor's claim is denied.
  - b. For claims exceeding \$100,000, the subcontractor must either notify LLNS that that it intends to arbitrate with 90 days or that it intends to file a claim before a California State Court within 240 days from the date the Subcontractor's claim is denied.

#### **E. Arbitration**

1. Timely notice of an intention to arbitrate shall be a prerequisite to a demand for arbitration. Any written demand for arbitration must be mailed or otherwise furnished to the San Francisco Office of the American Arbitration Association (AAA), at 417 Montgomery Street, San Francisco, CA 94104-1113. A copy of the demand for arbitration shall be furnished to LLNS.
2. The demand shall (a) contain a statement setting forth the nature of the claim, a copy of LLNS' decision, and a copy of this clause; and (b) identify this Subcontract by title and number, state the amount involved, if any, and the remedy sought. The demand shall be filed together with the appropriate filing fee, as provided in the AAA Construction Industry Arbitration Rules that are effective on the date of this Subcontract.

#### **F. Litigation**

1. Timely notice of an intention to litigate shall be a prerequisite to litigation before a California State Court. Such an election shall constitute an irrevocable waiver of the right to arbitrate. The parties hereby elect the Superior Court of

the State of California for the County in which the Subcontract was to be performed as the exclusive forum for such litigation.

2. If a party to this Subcontract has demanded arbitration, the other party to this Subcontract shall have seven days from the date of its receipt of the demand notice to AAA in which to file an answering statement of a notice of intention to litigate the decision in lieu of arbitrating it. If the other party does not deliver a written notice of intention to litigate within the seven day period, by certified mail, return receipt requested, or any other method that provides evidence of receipt, that party shall be deemed to have consented to arbitration and to have irrevocably waived the right to litigate the LLNS decision.

#### G. Claims Excluded

The procedures and remedies provided in this clause shall not apply to:

1. any claim for or dispute about penalties or forfeitures prescribed by these GENERAL PROVISIONS or by statute or regulation which another State or Federal agency is specifically authorized to administer, settle or determine;
2. any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;
3. any claim or dispute involving fraud and misrepresentation;
4. any claim or dispute relating to stop payment requests, stop notices, or the procedures authorized by the *LIENS AND CLAIMS FOR LABOR OR MATERIALS* clause of these GENERAL PROVISIONS;
5. any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers; or
6. any claim based on or involving noncompliance with or violation of any applicable health, safety or environmental regulations, statutes or provision(s).

#### H. Continuance of Performance

The Subcontractor shall proceed diligently with performance of this subcontract, pending final resolution of any claim, arbitration, litigation (before a California State Court), appeal or action arising under the subcontract, and comply with any decision of LLNS.

#### I. Rules of Arbitration

1. Except as otherwise provided in this clause, arbitration shall be in accordance with the AAA Construction Industry Arbitration Rules in effect on the date the arbitration is initiated, as modified by this clause. The arbitration shall be de novo. The award rendered by the arbitrator(s) shall be final.
2. The following additional modifications are made to the AAA rules:
  - a. The arbitrator(s) shall be neutral and appointed by the AAA.
  - b. If the arbitration panel is composed of three arbitrators, one shall be an attorney. If a single arbitrator hears the claim, the single arbitrator need not be an attorney.
  - c. A claim involving less than \$25,000 shall be heard by a single arbitrator. A claim involving \$25,000 or more shall be heard by three arbitrators.
  - d. The parties shall have the discovery rights and follow the procedures provided in California Code Civil Procedure Section 1283.05. The provisions of subparagraph (e) of Section 1283.05 shall not be applicable.
  - e. The arbitrator(s) may employ expert technical advisor(s) for claims of extraordinary technical complexity with the consent of the parties to this Subcontract. If the arbitrator(s) utilizes an expert technical advisor, such expert technical advisor shall only communicate with the arbitrator(s) on the merits of the claim in writing, with copies served on all parties, or orally on the record in the presence of or after due notice to the parties, except as otherwise consented to in writing by all parties. All evidence, opinions or other information which an expert technical advisor testifies to or furnishes shall be subject to cross-examination and pertinent objections. Either party may object for cause to the use of a particular individual as an expert technical advisor. If such objection is not timely made, it shall be deemed waived. The parties shall share the expense for such expert technical advisor(s) on a pro rata basis.
  - f. If more than one demand for arbitration is made by a party to this Subcontract with respect to concurrent claims referred to LLNS, all such concurrent claims shall be consolidated into a single arbitration hearing unless the parties to this Subcontract otherwise agree.
  - g. The Subcontractor's performance bond surety for the project, a lower-tier subcontractor or supplier to the Subcontractor, and the Architect may be permitted to join in and be bound by the arbitration if required by the terms of their respective contracts with the Subcontractor or LLNS. Such joiner shall not be required if it unduly delays or complicates the expeditious resolution of the claim unless a failure to order joiner would be likely to produce inconsistent decisions from separate proceedings among the Subcontractor and LLNS.

Any such joiner will be limited to issues raised by the Subcontractor and LLNS directly concerning the claim.

- h. Unless the parties otherwise agreed, the arbitration shall be in the San Francisco Bay Area.
- i. The arbitrator(s) shall issue subpoenas for the attendance of witnesses and for the production of documents and other evidence in accordance with California Code of Civil Procedure Section 1282.6. Witnesses shall be entitled to receive fees and mileage as provided in California Code of Civil Procedure Section 1283.2.
- j. The arbitrator(s) shall decide the claim in accordance with the applicable substantive law of California, except that clauses based upon federal regulations will be interpreted in accordance with applicable federal decisions. An award, including an award of costs and fees, is beyond the power of the arbitrator(s) if the award is based on an error of law. The award shall include a determination of all the questions submitted to the arbitrator(s) the decision of which is necessary to determine the claim, and a summary of the evidence and the reasons, factual and legal, for the decision. The award shall be in writing and signed by either the sole arbitrator or by at least a majority if there is more than one. The arbitrator(s) shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Subcontract or expressly written modification or supplemental agreement thereto, or to extend its duration, unless all the parties hereto have expressly agreed, in writing, to give the arbitrator(s) specific authority to do so.
- k. Each party to the arbitration shall pay its pro rata share of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s), not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

**CLAUSE 11 - ASSIGNMENTS**

- A. LLNS may assign this Subcontract to the U.S. Government or its designee(s).
- B. Except as to assignment of payment due hereunder, the Subcontractor has no right, power or authority to sell, mortgage, transfer or assign this Subcontract, any portion hereof, any interest herein or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of LLNS.

**CLAUSE 12 - CLAUSES INCORPORATED BY REFERENCE**

The FAR and DEAR clauses listed below are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, and apply as prescribed below. The referenced FAR and DEAR clauses are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations.

As used in the clauses, the term "contract" means the Subcontract; the term "Subcontractor" means the Subcontractor; the term "subcontractor" means the Subcontractor's subcontractor; the term "Government" means LLNS, and the term "Contracting Officer" means LLNS Contract Administrator, except in FAR clauses 52.227-1, 52.227-3, and 52.227-14, and DEAR clauses 952.227-11, 952.227-13, 952.227-14, 970.5227-4, 970.5227-5, and 970.5232-3, in which clauses the term "Government" remains unchanged and "Contracting Officer" means the Department of Energy National Nuclear Security Administration (DOE/NNSA) Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS. As used in FAR clause 52.245-1 with respect to title, the term "Government" remains unchanged. As used in DEAR clauses 970.5227-8 and 970.5232-3, the term "DOE" means DOE/NNSA or LLNS.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and do not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

**APPLICABLE TO ALL SUBCONTRACTS:**

FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a LLNS-controlled site.
DEAR 952.209-72 & ALT 1	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Subcontract involves advisory and assistance services, as defined in FAR 2.101.
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010). Applies if cost or pricing data or pre- or post-award cost determinations subject to FAR Part 31 are required.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007) (NOTE: Download the EEO Poster at: <a href="http://www.dol.gov/ofccp/">http://www.dol.gov/ofccp/</a> )

FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002). Applies if “royalties” are paid under the Subcontract by the Subcontractor or any lower-tier subcontractor.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007), with ALTERNATES II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (Also see the <i>LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS</i> clause, below.)
DEAR 952.227-14	RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998). Applies if the Subcontractor is other than a domestic small business or non-profit organization.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987). Applies if the Subcontract is based upon a technical proposal.
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
FAR 52.232-10	PAYMENTS UNDER FIXED PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)
FAR 52.236-22	DESIGN WITHIN FUNDING LIMITATIONS (APR 1984) (Regarding Paragraph (c), see the Subcontract for the estimated construction subcontract price.)
FAR 52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
FAR 52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
FAR 52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
DEAR 952.236-71	INSPECTION IN ARCHITECT-ENGINEER CONTRACTS (APR 1994)
FAR 52.242-14	SUSPENSION OF WORK (APR 1984)
FAR 52.243-1	CHANGES—FIXED PRICE (AUG 1987), with ALTERNATE III (APR 1984)
FAR 52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)
FAR 52.245-1	GOVERNMENT PROPERTY (APR 2012), with ALTERNATE I. Applies if any Government property is furnished or the Subcontractor acquires property for use that is titled in the Government.
FAR 52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2012), Paragraphs (a) through (h), excluding Paragraph (d).

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$3,000:**

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013), Applies if the Subcontract is for construction or services in the United States, excluding commercial services purchased with a commercially available off-the-shelf (COTS) item or a COTS item with minor modifications. The Subcontractor is responsible for ensuring appropriate lower-tier subcontractors enroll as a Federal Contractor in the E-Verify system.
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
FAR 52.225-1	BUY AMERICAN ACT - SUPPLIES (MAY 2014)

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$10,000:**

FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
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**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$15,000:**

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
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**APPLICABLE IF THE PO EXCEEDS \$30,000:**

FAR 52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
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**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:**

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)  
FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)  
FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)  
DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$150,000:**

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)  
FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014), excluding Paragraph (c)(1).  
FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010).

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:**

DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997). Applies if the Subcontract is not for "commercial items."  
DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000). Applies unless the Subcontract is for "Commercial Items."

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$650,000:**

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.  
FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999). Applies if FAR 52.219-9 applies.

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$700,000:**

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)  
FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)  
FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012), excluding Paragraph (b). Applies if the Subcontractor is subject to full CAS coverage per 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).  
FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012). Applies if the Subcontractor is eligible for and elects to use modified CAS coverage per 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).  
FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$5,000,000:**

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010), if the period of performance exceeds 120 days.

**APPLICABLE IF THE SUBCONTRACT INVOLVES CLASSIFIED INFORMATION OR UNESCORTED ACCESS TO "LIMITED" SECURITY AREAS:**

DEAR 952.204-2 SECURITY (MAR 2011)  
DEAR 952.204-70 CLASSIFICATION / DECLASSIFICATION (SEP 1997)  
DEAR 952.204-73 FACILITY CLEARANCE (MAR 2011)  
DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010).

**APPLICABLE IF THE SUBCONTRACT INDICATES IT IS FOR RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D) WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES OF CONSTRUCTION:**

DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) PARAGRAPH (a), in place of Clause FAR 52.227-1. Applies if the Subcontract exceeds \$100,000.  
FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007), if the Subcontract involves classified information  
DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). Applies if the Subcontractor is a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301.

DEAR 952.227-13

PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997). Applies if the Subcontractor is not a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301.

FAR 52.227-16

ADDITIONAL DATA REQUIREMENTS (JUN 1987)

DEAR 952.235-71

RESEARCH MISCONDUCT (JUL 2005)

### **CLAUSE 13 - LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS**

Generally, delivery of Limited Rights Data or Restricted Computer Software, as defined in FAR 52.227-14 (a), should not be necessary. If any Limited Rights Data will be furnished or delivered by the Subcontractor or a lower-tier subcontractor pursuant to paragraph (g) of the FAR 52.227-14 *RIGHTS IN DATA – GENERAL* clause of these GENERAL PROVISIONS, LLNS may disclose the data for the following purposes, which disclosure purposes shall be inserted in the Limited Rights Notice to be affixed to the data:

- A. This "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. This "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. This "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

### **CLAUSE 14 - RETENTION OF RECORDS**

All records in the possession of the Subcontractor related to this Subcontract, including all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subcontractor in connection with the work under this Subcontract, other applicable credits, and fee accruals under this Subcontract, shall be preserved by the Subcontractor for a period of three years after final payment under this Subcontract or otherwise disposed of in such manner as may be agreed upon by LLNS and the Subcontractor.

### **CLAUSE 15 - LAWS AND REGULATIONS**

The Subcontractor shall provide all services in accordance with all applicable laws, ordinances, statutes, codes, rules, regulations, and executive orders, including, but not limited to, those relating to wages, hours, employment discrimination, immigration, safety (including those pertaining to worker safety and health), export control, and environmental protection.

### **CLAUSE 16 - REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS**

This Subcontract shall be subject to the Department of Energy Orders DOE O 221.1A, *Reporting Fraud, Waste and Abuse to the Office of Inspector General* and DOE O 221.2A, *Cooperation with the Office of Inspector General*. The Subcontractor shall encourage, support and require its employees to report any fraud, waste and abuse to an appropriate authority such as the DOE Office of the Inspector General. The Subcontractor shall require its employees to provide interviews and briefings and provide affidavits or sworn statements if required by an employee of the Office of Inspector General. The Subcontractor shall not retaliate against such employees.

### **CLAUSE 17 - GOVERNING LAW AND VENUE**

The Subcontract shall be interpreted in accordance with the substantive and procedural laws of the State of California, except for the FAR and DEAR clauses incorporated by reference which shall be interpreted in accordance with the substantive law of federal government contracts. Any action at law or judicial proceeding instituted by either party pertaining to the Subcontract shall be instituted in the State of California in the Superior Court of Alameda County (or in the Superior Court of San Joaquin County if the underlying action occurred at LLNL's Site 300).

### **CLAUSE 18 - ORDER OF PRECEDENCE**

The parties shall resolve any inconsistencies in the documents comprising the Subcontract by giving precedence in the following order: (a) the Subcontract document; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

(END OF GENERAL PROVISIONS)