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| **TASK ORDER****NO. TBD** |  | Lawrence Livermore National LaboratorySupply Chain Management DepartmentP.O. Box 5012Livermore, CA 94551 |
| Under Master Task Agreement**No. B650111** |  |
| **Subcontractor:****subcontractor's Name**Attention: TBDAddressCity, State, Zip | **LLNS Contract Analyst:**Roosevelt Pascal**Phone:** (925) 409-7149**Fax:** (925) 422-9294**E-Mail:** pascal2@llnl.gov |

**Introduction**

This is a Fixed Price Task Order for CHAMP Architectural-Engineering (A-E) support for the TBD.

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

This Task Order is issued under the above referenced Master Task Agreement (hereinafter called “MTA”) and 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 Task Order and certain related information including the general description of the items/services purchased, 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](http://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 Task Order Signature Page and above referenced MTA shall collectively constitute the entire Task Order and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

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| **subcontractor's Name** | **LAWRENCE LIVERMORE****NATIONAL SECURITY, LLC** |
| BY: |  | BY: |  |
|  |  |  | Roosevelt Pascal |
| TITLE: |  | TITLE: | Contract Analyst |
|  |  |  | LLNL Supply Chain Management Dept. |
| DATE: |  | DATE: |  |

**SCHEDULE OF ARTICLES**

**to**

**TASK ORDER NO. B TBD**

**under**

**MTA NO. B650111**

ARTICLE 1 – INCORPORATED DOCUMENTS

The incorporated documents of the MTA shall apply to this Task Order. The following additional document(s) shall also apply to, and is/are hereby incorporated as a part of, this Task Order:

**Documents**

STATEMENT OF WORK, TBD,

INJURY AND ILLNESS REPORTING PROVISIONS (INJURY & ILLNESS REPORTING; 05/31/19) \*

SMALL BUSINESS SUBCONTRACTING PLAN (TBD) **[note: required for individual task orders valued in excess of $750K only if a large business is awarded the mTA]**

**Forms**

Workplace Substance Abuse Program Plan (WSAPP) Certification TYPE 3 TBD **(REQUIRED FOR CLASSIFIED WORK OR UNESCORTED ACCESS TO LIMITED AREAS ONLY OTHERWISE DELETE)**

\* The documents and forms marked with an asterisk 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 Task Order reference “The Regents of the University of California”, “University”, or “U.C.”, all such references shall mean “Lawrence Livermore National Security, LLC” or “LLNS”, respectively.

ARTICLE 2 – SCOPE OF WORK

A. The Subcontractor shall perform the tasks described in the STATEMENT OF WORK incorporated in this Task Order and other applicable MTA requirements for the Participating Site.

B. The work shall be performed by the Subcontractor at the Subcontractor's facility located at **TBD**, at the Participating Site, and at other locations approved by the LLNS Contract Analyst.

C. Acceptance of the work under this Task Order 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.

**ARTICLE 3 - PARTICIPATING SITE-SPECIFIC REQUIREMENTS**

The Subcontractor is responsible for coordinating with the Participating Site Representative to identify prevailing Participating Site-specific requirements for labor relations, security, site access, work control, quality and environment, safety and health. In the event of a conflict between Participating Site-specific requirements concerning these matters and the MTA Incorporated Documents, the Participating Site requirements shall govern.

Participating Site-Specific requirements known to LLNS are identified in LLNS’ CHAMP website at: <https://llns-champ.llnl.gov>.

ARTICLE 4 – PERIOD OF PERFORMANCE

The work described in ARTICLE 2 - SCOPE OF WORK shall be completed on or before TBD.

ARTICLE 5 – PRICE

1. Fixed Price

1. The Subcontractor shall be paid the following fixed prices for performance of the work described above. The fixed prices shall include all related costs.

**Service** **Fixed** **Price**

Preliminary Design Services $TBD

Final Design Services $TBD

Construction Support Services $TBD

Expenses Included

Fixed Fee Total: $TBD

B. Sales Tax

Allowable reimbursable tangible personal property items acquired under this Task Order are for resale to the U.S. Government and exempt from state sales and use tax per California State Resale Permit No. SR-CH 100-97824.

C. Fixed Price

The total of the fixed fees is **$**TBD**.**

ARTICLE 6 – INVOICES AND PAYMENT

A. Invoices and payments shall be in accordance with the terms of the MTA and this article, and the clauses of the GENERAL PROVISIONS entitled, *LABOR RATES AND REIMBURSABLE COSTS AND EXPENSES,* and *PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (FAR 52.232-10).*

B. Not more than once each month, the Subcontractor shall submit an invoice or voucher to LLNS, in such form and reasonable detail as LLNS may require, showing separately any charges for reimbursable costs. The Subcontractor shall furnish full supporting detail for any billed material, services or reimbursable costs.

C. The Subcontractor shall reference the MTA and Task Order numbers and the billing period covered on all invoices, which shall be submitted to the LLNS Contract Analyst at the following address.

Lawrence Livermore National Laboratory

Attention: Roosevelt Pascal, L-650

P.O. Box 5012

Livermore, CA 94551

*Or* electronically by E-Mail at: pascal2@llnl.gov

(pdf attachment required)

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

D. All invoices shall be subject to a five percent retention in accordance with the *PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS* clause of the GENERAL PROVISIONS (FAR 52.232-10) if the Subcontractor is a large business or three percent if the Subcontractor is a small business.

 This retention limit in no way restricts LLNS from withholding additional amounts in the event progress is not commensurate with the amount invoiced or the Subcontractor has otherwise failed to comply with the requirements of this Task Order. LLNS reserves the right to determine the amount and degree of withholding, provided that the withholding shall not be unreasonable. LLNS will pay withheld amounts promptly upon removal of the grounds for such withholding.

E. 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 7 – DELIVERY AND SECURITY AND SITE ACCESS REQUIREMENTS

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

Lawrence Livermore National Laboratory

For the DOE/NNSA

Task Order No. **TBD**

7000 East Avenue

Livermore, CA 94550

**Deliveries must be made by 3:30 p.m. Pacific Time.**

All shipments to the Participating Site shall be shipped F.O.B. Shipping Point, shipped via FedEx Ground, Freight Collect. Mark Air bill: Bill Recipient’s Account No. 7795-8849-1. Shipping charges shall be for the account of the Participating Site. Do not insure or declare value.

1. Vehicles will be subject to search and delivery personnel will be refused access to the Participating 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.
2. Individuals entering and/or delivering to the Participating Site 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.
3. For additional security requirements, refer to the Participating Site-specific requirements in the **TBD**.

ARTICLE 8 – REPORTS AND SUBMITTALS

Reports shall be furnished in accordance with the MTA Statement of Work and the Task Order Statement of Work.

Unless otherwise stated in Task Order Statement of Work or elsewhere in the Task Order, reports and submittals should be distributed to the following: **TBD**.

ARTICLE 9 – COORDINATION AND ADMINISTRATION

The LLNS Contract Analyst for this Task Order is **Roosevelt Pascal**, or any other designee(s). All matters relating to the administration, performance, and non-technical interpretation of this Task Order shall be directed to the LLNS Contract Analyst. The Subcontractor shall direct all notices, invoices, vouchers and request for approval to the LLNS Contract Analyst. All notices or approvals from LLNS shall be issued by the LLNS Contract Analyst.

The LLNS Technical Representative for this MTA is Barb Quivey, or designee. The LLNS Technical Representative may be reached by phone at 925-784-6517 or by e-mail at Quivey1@llnl.gov. The LLNS Technical Representative will represent LLNS in matters relating to the technical performance of the work. The LLNS Technical Representative will interpret the technical requirements of the work and determine the emphasis and direction of the Subcontractor in the conduct of the work.

The Participating Site Representative under this Task Order is **TBD**, or designee, who will represent the Participating Site in matters relating to the technical performance of the Scope of Work described herein. The Participating Site Representative may be reached by phone at **TBD** or by e-mail at TBD.

The LLNS and Participating Technical Representatives are 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. Technical direction outside the scope of the work of this MTA or any Task Order shall only be made by a formal bilateral modification to this MTA or Task Order issued by the LLNS Contract Analyst. For detail concerning Roles and Responsibilities, refer to CHAMP SPECIAL PROVISIONS Section 01 30 00 – Administrative Requirements, 1.1 entitled, “Responsibilities.”

**ARTICLE 10 ‑ DEBARMENT ELIGIBILITY CERTIFICATION**

By acceptance of this Task Order, 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 11 – KEY PERSONNEL**

A. The personnel specified below are deemed key personnel. The Subcontractor shall assign such individual(s) to this Task Order 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 Analyst.

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 Analyst 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 Analyst 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 Task Order:

|  |  |
| --- | --- |
| **Name** | **Title** |
| TBD | TBD |

**ARTICLE 12 – GENERAL PROVISIONS**

1. The clauses listed in the GENERAL PROVISIONS of the MTA shall be applicable to this Task Order based on the value of the Task Order, the status of the Subcontractor, and the nature and location of the work, as indicated in the GENERAL PROVISIONS.

**[SELECT B below unless need to invoke clauses for involving access to classified information, special nuclear material or limited areas. ]**

1. This Task Order 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.

(END OF SCHEDULE OF ARTICLES)