


# SAMPLE MTA

<b>MASTER TASK AGREEMENT</b>  <b>NO. B650111</b>	 Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 94551
<b>Subcontractor:</b>  TBD Attention: TBD TBD TBD TBD TBD	<b>LLNS Contract Analyst:</b>  Roosevelt Pascal <b>Phone:</b> (925) 409-7149 <b>Fax:</b> N/A <b>E-Mail:</b> pascal2@llnl.gov

## Introduction

This is a Fixed Price Master Task Agreement (hereinafter called "MTA") for Cooling and Heating Asset Management Program (CHAMP) to replace Heating, Ventilation and Air Conditioning (HVAC) Systems throughout the Complex, as part of the Cooling and Heating Asset Management Program (CHAMP) and as further described herein.

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

This MTA and any awarded Task Orders are Subcontracts 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 Agreement 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 MTA Signature Page shall collectively constitute the entire MTA and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

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**SUBCONTRACTOR NAME**

**LAWRENCE LIVERMORE  
NATIONAL SECURITY, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Roosevelt Pascal

TITLE: \_\_\_\_\_

TITLE: Contract Analyst  
LLNL Supply Chain Management Dept.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SAMPLE MTA**  
**SCHEDULE OF ARTICLES**  
**FOR**  
**MASTER TASK AGREEMENT NO. B650111**

**ARTICLE 1 - INCORPORATED DOCUMENTS**

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

**Documents**

GENERAL PROVISIONS FOR ARCHITECT-ENGINEER SERVICES(GPS #100A; (05-27-22) (APPLICABLE TO A-E TASK ORDERS) \*

GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION AND DESIGN-BUILD SUBCONTRACTS (GPS #200B; 05-27-22) (APPLICABLE TO CONSTRUCTION TASK ORDERS) \*

MASTER TASK AGREEMENT STATEMENT OF WORK, ENTITLED "STATEMENT OF WORK, ARCHITECTURAL-ENGINEERING, (A-E), PROCUREMENT & CONSTRUCTION MANAGEMENT FOR HVAC SYSTEMS" (07-22)

CHAMP PREQUALIFICATION GUIDELINES FOR LOWER-TIER BUILD SUBCONTRACTORS (03-15-22)

MASTER TASK AGREEMENT PRICING SCHEDULE (08-03-22)

**CHAMP SPECIAL PROVISIONS (11-1-22)**

LLNL HOLIDAYS (10-01-07) \*

ACCESS TO LLNL COMPUTER RESOURCES PROVISIONS (ACCESS TO LLNL COMPUTERS; 06-25-21) \*

SECURITY AND SITE ACCESS PROVISIONS (S&SAP, 05/27/22) \*

CHANGE ORDER PROCEDURES (05-27-22) (APPLICABLE TO CONSTRUCTION MANAGEMENT TASK ORDERS) \*

**CHAMP INDEMNIFICATION AND INSURANCE PROVISIONS (I&I - WAL C; (11-01-22)**

10 CFR 851 WORKER PROTECTION POSTER \*

SUBCONTRACTOR AREA HAZARDS CONTROL LIST (SAHCL) WCD NO: 104467, DATE APPROVED: (01-31-22)

SERVICE CONTRACT ACT WAGE DETERMINATION NO. 2015-5623 REV 18, DATED (03-25-22)

TRAVEL EXPENSE RULES (05-31-19) \*

**Forms**

SAMPLE A-E TASK ORDER FIXED PRICE (05-27-22)

SAMPLE CONSTRUCTION MANAGEMENT TASK ORDER FIXED PRICE (05-27-22)

ASSIGNMENT AND RELEASE (AE\_CON) \*

CHAMP JUSTIFICATION FOR AWARD DOCUMENT (05-01-22)

CHAMP SUBCONTRACTOR SAFETY PREQUALIFICATION QUESTIONNAIRE (08-15-16)

CAS NOTICES CERTIFICATION (09-12-19)

MODEL SMALL BUSINESS SUBCONTRACTING PLAN \*

WORKPLACE SUBSTANCE ABUSE PROGRAM PLAN (WSAPP) CERTIFICATION FOR CHAMP (WITH NO TDPs) (TYPE 1) dated 02-17-15. (NOTE: This WSAPP shall apply to all Construction Management Task Orders where a TYPE 3 WSAPP is not required by paragraph D of MTA Article "Delivery and Site Access, Badging Requirements").

WORKPLACE SUBSTANCE ABUSE PROGRAM PLAN (WSAPP) PLAN FOR CHAMP (WITH TDPs) (TYPE 3) dated 05-23-16. (NOTE: When a Task Order cannot be covered by the MTA Type 1 WSAPP above, Subcontractor shall submit this TYPE 3 document when required in accordance with paragraph D of MTA Article "Delivery and Site Access, Badging Requirements").

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\* 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 MTA reference “Contract Administrator”, all such references shall mean “Contract Analyst”.

In the event any attachments, specifications, drawings or other documents referenced or incorporated in this MTA 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 - PURPOSE AND NATURE OF MTA

A. The purpose of this MTA is to establish a partnered relationship between LLNS and the Subcontractor to accomplish projects as defined under subcontracts known as “Task Orders” to replace HVAC Systems throughout the Complex. Estimated values range between \$50,000.00 and \$10,000,000.00. When required, the Subcontractor shall collaborate and conduct positive interactions with LLNS and the representatives from the following DOE/NNSA Participating Sites:

1. Lawrence Livermore National Laboratory, Livermore, CA, operated by LLNS
2. Los Alamos National Laboratory, Los Alamos, NM, operated by Triad National Security, LLC (TNS)
3. Nevada National Security Site, Las Vegas, NV, operated by Mission Support and Test Services (MSTS)
4. Pantex Plant, Amarillo, TX, operated by Consolidated Nuclear Security, LLC
5. Y-12 National Security Plant, Oakridge, TN, operated by Consolidated Nuclear Security, LLC
6. Sandia National Laboratories, Livermore, CA and Albuquerque, NM, operated by National Technology and Engineering Solutions of Sandia (NTESS)
7. Savannah River Site, Aiken, SC, operated by Savannah River Nuclear Solutions, LLC

LLNS reserves the unilateral right to add or remove other DOE/NNSA and DOE sites from the aforementioned.

B. Under this MTA, requests for proposals will be issued by LLNS, and the Subcontractor will offer proposals. The proposals will be requested on a Fixed Price basis. It is understood submission of a proposal by the Subcontractor will not ensure award of a resultant Task Order.

C. All work performed under this MTA must be specifically authorized by a written Task Order awarded by LLNS, mutually agreeable to the Subcontractor, and executed by the parties. Each Task Order under this MTA shall be treated as a separate subcontract.

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- D. LLNS neither implies nor guarantees a specific level of work under this MTA, and the execution of this MTA shall not obligate LLNS to award any Task Orders to the Subcontractor.

## ARTICLE 3 - SCOPE OF WORK

### A. Description of Work

The Subcontractor shall conduct certain work generally described as A-E, Procurement and Construction Management to replace / modernize HVAC Systems in the incorporated MTA STATEMENT OF WORK. LLNS will award Task Orders for two distinct types of services: A-E and Construction Management.

As the A-E, the Subcontractor provides designs for selected projects to replace HVAC Infrastructure across the DOE/NNSA complex as directed under LLNS' A-E Task Orders. A-E efforts will include such services as Title I-III architectural, structural, mechanical, electrical and civil engineering and other related engineering and professional support services in support of HVAC replacement.

As the Construction Manager (CM), the Subcontractor provides construction management services as directed under LLNS' Construction Management Task Orders. Construction Management efforts will include such services as scoping, competing and awarding the build efforts; managing, overseeing and administering the resultant subcontracts; and resolving technical clarifications for the Subcontractor's lower-tier build subcontractors. The Subcontractor shall not self-perform the construction. Instead, the Subcontractor shall compete the construction efforts and subcontract them to qualified lower-tier build subcontractors in accordance with the requirements of the MTA Statement of Work, section V. C. "Procurement Requirements under A-E and Construction Management Task Orders." The Subcontractor shall then construction-manage its lower-tier build efforts in accordance with the designs delivered under LLNS A-E Task Orders.

### B. General Statement of Services

1. The Subcontractor shall provide and perform Architectural-Engineering (A-E), Procurement and Construction Management Support to replace HVAC Systems, as further described in the MTA STATEMENT OF WORK and as authorized and specified in Task Orders awarded under this MTA. The Task Orders will contain a detailed description of the work and delineate all deliverables and any other requirements necessary to complete the assigned work. Work shall be performed at the Subcontractor's facilities, at the LLNL, and at other locations approved by LLNS, as specified in the Task Orders.
2. 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 in the Task Orders to be furnished by LLNS or the Participating Sites. The Subcontractor shall deliver the materials, products, supplies, reports and residuals, as specified in the Task Orders.
3. The construction work performed under resulting Construction Management Task Orders is subject to the *Construction Wage Requirements Statute* and the related labor clauses

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identified in the GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION AND DESIGN-BUILD SUBCONTRACTS. The Subcontractor and each lower-tier subcontractor shall pay their employees no less than the prevailing wages established by the U.S. Department of Labor for each Labor Classification specified in the General Decisions incorporated into any resulting Construction Management Task Order and shall comply with all other related requirements.

Prevailing wages for construction vary by region, and LLNS must obtain DOE/NNSA approval from the Livermore Field Office (LFO), on the Subcontractor’s behalf, for each wage determination prior to its incorporation into any lower-tier build subcontract. Therefore, when preparing construction solicitations, the Subcontractor shall use the latest published general wage determination applicable to the project location along with a brief description of the project. The Subcontractor shall obtain the latest published general wage determination for building type construction from the Department of Labor (DOL) website for wage determinations online, currently, [www.wdol.gov](http://www.wdol.gov). Location information for each Participating Site is provided below. Upon receipt of the DOE/NNSA approval, the Subcontractor shall incorporate the wage determination into the lower-tier build Subcontract.

<u>Participating Site</u>	<u>Location</u>
Lawrence Livermore National Laboratory – Site 200	Livermore, CA., in Alameda County
Lawrence Livermore National Laboratory – Site 300	Tracy, CA in San Joaquin County, CA
Sandia National Laboratories	Livermore, CA., in Alameda County
Sandia National Laboratories	Albuquerque, NM in Bernalillo County
Los Alamos National Laboratory	Los Alamos, NM in Los Alamos County
Pantex Plant	Amarillo, TX in Carson County
Nevada National Security Site	The North Las Vegas Site is in Las Vegas, NV in Clark County, and NNSS is in Mercury, NV in Nye County.
Y-12 National Security Plant	Oakridge, TN in Anderson County
Savannah River Site	Aiken, SC in Aiken County. Refer to SC-9 for wage determination applicable to all work at the site.

#### 4. Compliance with labor agreements at Certain Participating Sites

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Certain Participating Sites are subject to construction labor agreements. The Subcontractor and its lower-tier build subcontractors may need to become signatories to and comply with these agreements. In the event of a conflict between the prevailing wages in the construction labor agreement and the general wage determination on the Department of Labor website, the higher prevailing wage shall govern. For information concerning these Participating Sites, refer to <https://llns-champ.llnl.gov>.

## 5. Notice of the Requirement for Affirmative Action to Ensure Equal Employment Opportunity

- a. The Subcontractor's attention is called to the *EQUAL OPPORTUNITY* and *AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION* clauses of the GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION AND DESIGN-BUILD SUBCONTRACTS.
- b. In accordance with these clauses, the Subcontractor is responsible for incorporating goals for minority and female participation in its lower-tier build subcontracts. The goals for minority and female participation are expressed in percentage terms for the Subcontractor's aggregate work force in each trade on all construction work in the county where the work is being performed, hereinafter referred to as the "covered area."
- c. These goals are applicable to all the Subcontractor's construction work performed in the covered area. If no goals are identified in the Construction Management Task Order, then the Subcontractor shall incorporate the most recently published goals established for the geographical area where the work is performed in its lower-tier build subcontracts. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs. Subcontractor may also refer to the Construction Contractor's Technical Assistance Guide at the Office of Federal Contract Compliance Programs (OFCCP) Website: [www.dol.gov/ofccp](http://www.dol.gov/ofccp).

## C. Task Order Proposal Process

1. Prior to issuing a Task Order, LLNS will request a proposal for work covered by this MTA from the Subcontractor. The request for proposal will specify the scope of work in sufficient detail to allow the Subcontractor to estimate the cost of work and specify the time frame necessary for the performance of the work. Site visits may be conducted to allow the Subcontractor to review the site conditions prior to submitting its proposal.
2. Task Order proposals shall include a lump sum fixed price, schedule for completion and other applicable information or documentation requested by LLNS or considered necessary to evaluate the proposal. All proposals shall comply with the MTA Statement of Work section entitled, "Procurement Requirements under A-E and Construction Management Task Orders." The Subcontractor shall use applicable rates from the incorporated PRICE SCHEDULE in its price proposals. Unless otherwise requested by LLNS during the proposal process or directed by Task Order, the Subcontractor shall propose travel in accordance with the Travel Expense Rules for Sellers/Subcontractors for purposes of negotiating travel on a fixed price basis, and the Subcontractor will not be required to submit actual costs and receipts with invoices.

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3. Proposals submitted for each Task Order shall also include, if requested, a technical description explaining how the Subcontractor proposes to perform the scope of work, including methodology and specific personnel assigned to the work.
4. Funds will not be available under this MTA for the payment of direct costs incurred in preparing, submitting, or supporting the proposals, and the proposals shall not include any amounts therefore, e.g., bid and proposal expenses are unallowable as a direct cost to this MTA or Task Orders.
6. Changes in the Subcontractor's scope of work may be accomplished after the execution of the Task Order, and without invalidating the Task Order. Work that is added to or deleted from the original Task Order scope of work, which alters the price and/or the period of performance, is considered a Change Order and shall be processed in accordance with the applicable Changes Clause and Change Order Procedures applicable to the Task Order as identified in MTA Article 1.
7. For A-E Task Orders, the Subcontractor is responsible for providing proposals in compliance with FAR Part 31 and for clearly identifying proposed design fee (A-E labor) and other direct non-design fee costs as detailed below.
  - a. The Subcontractor shall propose design fee / A-E labor effort in accordance with Clause 4 of the GENERAL PROVISIONS FOR ARCHITECT-ENGINEER SERVICES.
  - b. The Subcontractor shall separately identify and substantiate the following direct non-design costs: Topographical and Other Field Survey Costs; Labor/Material and Equipment Costs for Resident and Field Engineer - Inspector Expenses; Expediting Costs/Expenses; Expenses of Outside Technical Assistance; Extra Copies of Drawings, Specifications, etc.; Special Documents. These non-design costs are defined in Clause 4 of the General Provisions Architect-Engineer Services.
8. For Construction Management Task Orders, the Subcontractor shall submit proposals in two steps. First, the Subcontractor submits a proposal with an hourly breakdown based upon its MTA Pricing Schedule Rates to support Construction Startup and procurement process for the lower-tier build effort in accordance with designs delivered under the applicable A-E Task Order. After the Construction Management Task Order is awarded, the Subcontractor competitively bids the build efforts to qualified lower tier build subcontractors and submits a second task order proposal with a consent package for the lower-tier build awards to LLNS in accordance with the MTA Statement of Work section entitled, "Procurement Requirements under A-E and Construction Management Task Orders."
9. When preparing the Consent Package Proposal for a Construction Management Task Order, the Subcontractor shall address the following:



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- a. NOTICE OF THE BUY AMERICAN ACT: In accordance with the Buy American Act, Subcontractor will show preference for domestic end products for supplies acquired for use in the United States and for domestic construction materials to be used in construction subcontracts performed in the United States. Subcontractor shall consider applicable provisions of Part 25 of the Federal Acquisition Regulations (Reference: FAR 52.225-2 / BUY AMERICAN ACT CERTIFICATE). In determining price reasonableness of offers for lower-tier subcontracts, Subcontractor shall apply the appropriate price evaluation factor if an acceptable foreign end product is proposed.
- b. SOLID WASTE MANAGEMENT NOTICE (Applicable to LLNL and Sandia National Laboratory, Livermore CA only) In accordance with the *Permits, Responsibilities, and Assumption of Risk* clause of the GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION AND DESIGN-BUILD SUBCONTRACTS of the Master Task Agreement, the Subcontractor is required to comply with Livermore Municipal Code Chapter 8.08 which requires the use of the City of Livermore's franchisee, Livermore Sanitation, Inc. (LSI), for removing applicable solid waste, recyclable materials such as construction and demolition waste, and compostable materials (as defined in the subject code) from Lawrence Livermore National Laboratory in Livermore, California. Contact LSI at 925-449-7300 for government rates and information. For additional information concerning LSI, review LSI's website at <https://www.livermoresanitation.com/>.

For an online copy of the agreement between LSI and City of Livermore and the government rates that apply to your project, the City of Livermore/LSI contract is on the City's website:

[https://www.cityoflivermore.net/citygov/pw/public\\_works\\_divisions/swr/default.htm](https://www.cityoflivermore.net/citygov/pw/public_works_divisions/swr/default.htm)  
(Third Amended and Restated Solid Waste, Recyclable Materials and Compostables Collection Franchise Agreement with Livermore Sanitation - Executed by City Council on 4-27-2020).

In the event Subcontractors determines for any reason that LSI is either unavailable or otherwise ineligible to haul waste under a resultant Task Order, please contact either the LLNS Contract Analyst or the City of Livermore to obtain a waiver from using LSI and include this information with the proposal.

## D. Task Orders

1. The specific work to be performed will be described in separately executed Task Orders. LLNS will have no responsibility to the Subcontractor for the payment of any work performed by the Subcontractor which is not included in a fully executed Task Order. The execution of a Task Order by the parties shall be the only authorization for work to be performed under this MTA.
2. Each Task Order will indicate: (1) a definitive scope of work; (2) a fixed price; (3) term for performance of the work; (4) method of payment if different than that provided herein; (5) specific numbers, types and timing of reports to be furnished; and (6) such other

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information and provisions or Participating Site-specific requirements as may be agreed upon by the parties. All of the terms and conditions of this MTA shall apply to each Task Order except that the Task Order may specify additional task-specific requirements.

3. The SAMPLE TASK ORDER Incorporated Documents represent the anticipated documents to be used for the issuance of A-E and Construction Management Task Orders under this MTA. The Task Orders may deviate from this sample.

## ARTICLE 4 - TERM OF AGREEMENT

- A. The term of this MTA shall be from the date of the signature-execution by both parties and shall continue through March 31, 2028.
- B. Unless the Subcontractor has received a FOCI clearance, it shall not proceed with any work that would require unescorted access to “limited” security areas or access to special nuclear material or classified information until the required clearance to proceed with work under that Task Order has been granted. Any Task Order that requires a FOCI clearance shall not extend beyond the term of the MTA.
- C. Any Task Order that does not require a FOCI clearance and is not completed during the term of this MTA shall be completed by the Subcontractor within the term specified in the Task Order, and this MTA shall govern the Subcontractor’s and LLNS’ rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the term of this MTA.

## ARTICLE 5 - PRICE

The Subcontractor shall perform each fixed price Task Order for the total fixed price indicated in the Task Order and shall include all applicable federal, state, and local taxes, duties and all of the Subcontractor’s other obligations under each Task Order.

The Subcontractor shall comply with the tax laws applicable to Participating Sites where work is performed.

## ARTICLE 6 - INVOICES AND PAYMENT

- A. Invoices and payments under any resulting Task Orders shall be in accordance with the applicable PAYMENT Article of the Task Order. Requirements common to resultant Task Orders under the MTA are summarized below.
- B. Separate invoices shall be submitted for each Task Order and shall reference this MTA number, the Task Order number, and billing period covered.
- C. The terms of payment for all invoices under A-E Task Orders, except the final invoice of any resulting Task Order, shall be Net 30 after receipt of a proper invoice, upon LLNS’ acceptance of any portion of the work delivered or rendered for which a price is separately stated on an invoice

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allowed. Payment amounts shall be less any applicable adjustments, credits, offsets, or tax withholds.

- D. The terms of payment for all invoices under Construction Management Task Orders, except for the final invoice of any resulting Task Order, shall be Net 30 Days after receipt of a proper invoice in compliance with the APPLICATIONS FOR PAYMENT section of the Task Order, upon LLNS' acceptance of any portion of the work delivered or rendered for which a price is separately stated or an invoice allowed.
- E. 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-E) and California State (587 or 590) tax form to be on file prior to issuing the initial invoice under a Task Order. (NOTE: California Form 587, if applicable, is required for each and every Agreement.) 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](mailto: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 B650111 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](mailto: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.

## ARTICLE 7 - DELIVERY AND SITE ACCESS, BADGING REQUIREMENTS

- A. GENERAL: LLNS will provide delivery, security and site access requirements as applicable in the Task Orders. Subcontractor shall coordinate with Participating Site Representatives as necessary.
- B. DELIVERY AND SITE ACCESS: 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 (For work at LLNL, refer to (<https://www.llnl.gov/about/visiting> - under the Restricted Items tab), or (3) accompanied by companions or pets.
- C. BADGING: In addition to the requirements of the incorporated SECURITY AND SITE ACCESS PROVISIONS, individuals delivering to and/or entering the Participating Sites will be required to

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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 the Participating Sites.

- D. ACCESS AUTHORIZATION, FACILITY CLEARANCE AND FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI): Certain Task Orders under the resulting Agreement may involve access to classified information and/or special nuclear material, or unescorted access to Limited security areas which will require access authorization. Therefore, (1) the Subcontractor must possess a Department of Energy (DOE) or Department of Defense (DOD) Facility Clearance which is based on a favorable Foreign Ownership, Control or Influence (FOCI) determination, and (2) Subcontractor personnel must possess a DOE Access Authorization (clearance) appropriate for the access level.

The Subcontractor will not be granted access authorization until a signed Contract Security Classification Specification (CSCS) Form (DOE F 470.1) is received by LLNS. Therefore, LLNS expects the Subcontractor to have or be able to obtain a DOE or DOD Facility Clearance which is based on a positive FOCI determination. To apply for and obtain a FOCI Determination and a Facility Clearance, the Subcontractor must complete and submit certain electronic FOCI forms and related information, available on the DOE FOCI Electronic Submission Site Home at: <https://foci.anl.gov/>, which contains additional information.

In the event this requirement must be flowed down to a lower-tier build subcontractor, LLNS will coordinate with the Subcontractor and the Participating Site prior to placement of the applicable Task Order.

### ARTICLE 8 - COVID-19 ACCESS REQUIREMENTS

Site access to LLNL and the Participating Sites is affected by the COVID-19 pandemic. To ensure the safety and security of all persons at the facilities, LLNS and the Participating Sites follow evolving directions from the National Nuclear Security Administration (NNSA) and other authorities. Consequently, the operational mode for LLNL and the Participating Sites is dynamic and may change with or without advance notice.

When LLNL site access is authorized, the Subcontractor shall follow the guidance provided in the *COVID-19 Site Access Requirements for Lawrence Livermore National Laboratory* document located at the following website: <https://supplychain.llnl.gov> (under Supplier Information and Special Provisions). The Subcontractor should discuss LLNS' site access requirements with all workers who will require access to LLNL. Please note that the *COVID-19 Site Access Requirements for Lawrence Livermore National Laboratory* document is subject to change as guidance evolves. The Subcontractor must perform all other off-site work necessary to satisfy the requirements of the MTA and Task Orders, provided such off-site work is in compliance with all applicable health and safety directives and requirements.

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**For like information concerning access to the Participating Sites, the Subcontractor should consult with the Participating Site Representative and confirm it has been addressed as part of the Notice to Proceed Process in the Task Order.**

## ARTICLE 9 - 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 MTA and any resulting Task Orders, and any other safety-related documents submitted by the Subcontractor and reviewed and accepted by LLNS or the Participating Site Representative.

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

If after expiration or termination of this MTA or Task Order, site access is required to correct any nonconformances under the Warranty clause of the GENERAL PROVISIONS, the Subcontractor shall adhere to the requirements set forth in this MTA, the specified Task Order, and any updated work controls or security and site access restrictions.

### B. Worker Safety and Health Program

All work by the Subcontractor and its lower-tier subcontractors at a DOE/NNSA 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 and the Participating Sites have established Worker Safety and Health Programs to implement the requirements of 10 CFR 851 for the work at worksites. The Subcontractor shall assist LLNS, the Participating Sites 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>

Specific, related requirements applicable to this MTA and any resulting Task Orders are reflected in the SPECIAL PROVISIONS, *GENERAL SAFETY PROVISIONS* Section. In addition, the Subcontractor shall post the incorporated 10 CFR 851 WORKER PROTECTION POSTER at its worksite so it is accessible to the workers.

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## C. Safety Standards and Testing

Refer to CHAMP Special Provisions, Section 01 42 00 “Codes and Standards” and Section 01 40 00 “Quality Requirements,” for direction concerning electrical safety and testing requirements in accordance with the standards of a Nationally Recognized Testing Laboratory (NRTL).

## D. MTA Safety-Related Submittals

LLNS will not issue any Task Orders until the Subcontractor has submitted, and LLNS has accepted, the submittals listed below. All submittals shall be provided within 14 calendar days from the date of award.

Insurance Certificate(s) and Required Endorsements (See the INDEMNIFICATION AND INSURANCE PROVISIONS Incorporated Document.)

Note: The Subcontractor shall provide annual updates to the insurance certificates to maintain continuous required coverage throughout the term of this MTA and all Task Orders.

Corporate Safety Plan (See the CHAMP SPECIAL PROVISIONS Incorporated Document.)

Workplace Substance Abuse Program Plan (WSAPP) Certification (With no TDPs) (Type 1) (See the GENERAL PROVISIONS clause entitled *WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES*.)

## E. Task Order Safety-Related Submittals

LLNS will specify safety-related requirements and submittals in each Task Order as determined by the Participating Site Representative. The following is a list of Task Order Safety-Related Submittals that may be required as specified in any resulting Task Order to allow for Notice to Proceed.

Site Specific Safety Plan – to be customized for each project.

Job Hazard Analysis (JHA) (See the SPECIAL PROVISIONS Incorporated Document.) JHA templates and instructions are available at <https://supplychain.llnl.gov/supplier-information/job-hazard-analysis>.

Workplace Substance Abuse Program Plan (WSAPP) (WITH TDPs) (TYPE 3) (applicable only to Task Orders where work involves access to classified information and/or special nuclear material, or unescorted access to Limited security areas).

### Injury and Illness Reports

Task Orders issued under this MTA shall be subject to the Injury and Illness Reporting requirements as specified in the Task Order. (Standard or quarterly)

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## Payment and Performance Bonds

Refer to the MTA Article entitled, “*PERFORMANCE AND PAYMENT BONDS*” and clause entitled the same in the GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION AND DESIGN-BUILD SUBCONTRACTS.

Task Orders may identify additional task-specific documents required for review and acceptance by LLNS or the Participating Site prior to the Subcontractor’s commencement of any work.

### F. Training

Subcontractor safety training requirements shall be identified in each Task Order and will be specific to the facility in which, or the area where, the work will be performed.

## ARTICLE 10 - PERFORMANCE AND PAYMENT BONDS

- A. Notwithstanding any inconsistent provision in the GENERAL PROVISIONS for FIXED PRICED CONSTRUCTION AND DESIGN-BUILD SUBCONTRACTS clause, *PERFORMANCE AND PAYMENT BONDS*, the Subcontractor is responsible for providing performance and payment bonds for all Subcontracts/Task Orders greater than or equal to \$25,000.00. LLNS will not issue a Notice to Proceed with construction at any Participating Site until the bonds are furnished.
- B. All bonds shall be for 100% of the total price of the Construction Management Task Order.

## ARTICLE 11 - INSURANCE REQUIREMENTS

LLNS will not issue notice to proceed against any Task Orders under this agreement until the Subcontractor has submitted and LLNS has accepted its Insurance Certificate(s) and Required Endorsements (See the INDEMNIFICATION AND INSURANCE PROVISIONS FOR DESIGN-BUILD CONSTRUCTION SERVICES-CHAMP Incorporated Document.) Insurance documentation shall be submitted for LLNS review within 14 calendar days from the date of award of the Agreement. LLNS reserves the right to require additional site-specific insurance on resultant Task Orders as needed.

Note: The Subcontractor shall be responsible for maintaining insurance coverage and providing updates to the insurance certificates throughout the terms of the MTA and its applicable Task Orders.

## ARTICLE 12 - COORDINATION AND ADMINISTRATION

- A. The LLNS Contract Analyst for this MTA is Roosevelt Pascal, or any other designee(s) as may be specified from time to time by the Contract Analyst, including by e-mail notification. All matters relating to the administration, performance, and non-technical interpretation of this MTA 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 identified in each Task Order. All notices or approvals from LLNS shall be issued by the LLNS Contract Analyst.

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- B. The Subcontractor shall immediately notify the LLNS Contract Analyst in writing of (1) any third party action, including any proceeding before an administrative agency or regulatory violation (i.e., federal, state, local), filed against the Seller arising out of the performance of this MTA; (2) any third party claim against the Subcontractor, the cost and expense of which may be allowable under the terms of this MTA; (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 MTA which may jeopardize its fulfillment of the agreed performance of all or any portion of the MTA or Task Orders.
- C. Except as otherwise provided, all notices required under this MTA shall be sent in writing (via facsimile transmission or through regular U.S. mail) addressed as provided in this MTA. Notices sent via electronic mail or text shall be effective only if the party that sent the notice can demonstrate that the notice was actually received by the intended recipient, who had authority to receive such notices on behalf of the receiving party.
- D. 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](mailto:Quivey1@llnl.gov). Participating Site Representatives may be copied on correspondence for resultant Task Orders let under the MTA.
- E. 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.

Unless stated in a Task Order, 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 13 - KEY PERSONNEL

- A. The personnel specified below are deemed key personnel. The Subcontractor shall assign such individual(s) to this MTA 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.



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- 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. Except as otherwise provided in this MTA, in no event shall Subcontractor's labor rate for the substituted or replaced key personnel exceed the then-current labor rate for the individual(s) who were substituted or replaced.
- E. The following individuals are assigned as key personnel under this MTA:

Name	Title
TBD	TBD

## ARTICLE 14 - SERVICE CONTRACT LABOR STANDARDS

- A. The work performed under any resulting A-E Task Orders may be subject to SERVICE CONTRACT LABOR STANDARDS. The Subcontractor and each lower-tier subcontractor shall pay their employees no less than the prevailing wages established by the U.S. Department of Labor specified in the Wage Determination incorporated into the MTA for each Labor Category indicated below and shall comply with all other related requirements as specified in the GENERAL PROVISIONS FOR A-E SERVICES.

Labor Category	Occupation Code	Title
30000	30061	Drafter/ CAD Operator I
30000	30062	Drafter/ CAD Operator II
30000	30063	Drafter/ CAD Operator III
30000	30064	Drafter/ CAD Operator IV

- B. Prevailing wages for drafting vary by region. LLNS must obtain DOE/NNSA approval from the Livermore Field Office (LFO) for each wage determination prior to its incorporation into MTA. Therefore, the Subcontractor shall provide the location (including city, state and county), where work will be performed by drafters covered by Service Contract Labor Standards. The Subcontractor is bound to submit proposals in accordance with fully burdened hourly labor rates in the MTA Pricing Schedule. However, if the Subcontractor requires an increase to the applicable fully burdened hourly labor rates when LLNS incorporates a wage determination upon each anniversary of the MTA award, then the Subcontractor shall submit a proposal for an annual hourly rate adjustment within 30 days after the effective date of that MTA modification in accordance with FAR 52.222-43. LLNS will issue a modification updating the MTA PRICING SCHEDULE, if LLNS determines the proposed adjustment is warranted. LLNS will not update the MTA PRICING SCHEDULE more frequently than once per year.

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- C. By acceptance of this MTA, the Subcontractor certifies that any resulting A-E Task Order that is subject to Service Contract Labor Standards shall be conducted in accordance with the requirements of FAR 52.222-41, Service Contract Labor Standards, as applicable.

## ARTICLE 15 - PROPERTY

- A. The Subcontractor shall acquire, and/or LLNS or the Participating Site may furnish to the Subcontractor, the materials, equipment, supplies, and/or tangible personal property items as specified under any resulting Task Order.
- B. All property acquired by the Subcontractor or furnished by LLNS or the Participating Site for use under any resulting Task Order 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 Analyst.
- C. All property acquired by the Subcontractor or furnished by LLNS or the Participating Site under any resulting Task Order shall be used only for performing the Task Order and shall not be utilized after the completion, expiration or termination of the Task Order, for any reason, unless otherwise provided in the Task Order or approved by the LLNS Contract Analyst.

## ARTICLE 16 - 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 17 - NAICS CODE AND SMALL BUSINESS SIZE STANDARD

The North American Industry Classification System (NAICS Code) for this MTA is 238220, Plumbing, Heating, and Air Conditioning Contractors. The corresponding small business size standard is \$16,500,000.00. Annual receipts are to be based on the average annual gross revenue for the past three fiscal years. If the Subcontractor is a reseller/wholesaler, the small business size standard is 500 or fewer employees.

The Subcontractor shall base its Small Business Program Representations on the applicable small business size standard when certifying its representations and certifications data for this MTA. Refer to Subpart 19.1 - *Size Standards* of the Federal Acquisition Regulation (FAR) for informaton on calculating annual average gross revenue.

## ARTICLE 18 - DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this MTA, 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 19 - SMALL BUSINESS SUBCONTRACTING PLAN

Unless the Subcontractor is a small business, it must provide Small Business Subcontracting Plans for A/E Task Orders exceeding \$750,000 or Construction Management Task Orders exceeding \$1,500,000. The plans should include anticipated total subcontracting amount and the percentage goals and amounts for all of the various small business categories. Refer to the *SMALL BUSINESS SUBCONTRACTING PLAN* clause referenced in the GENERAL PROVISIONS and the Model Small Business Subcontracting Plan Form incorporated herein for additional information. The approved plans will be made a part of resulting Task Orders when required.

## ARTICLE 20 - AUTHORIZATION TO USE GOVERNMENT SUPPLY SOURCES

Pursuant to FAR 51.102 (b), Authorization to use Government Supply Sources, the Government has authorized the Subcontractor to use Government Supply Sources identified by the General Services Administration (GSA) in the performance of Task Orders under this MTA. Unless otherwise specified, title to all property acquired by the Subcontractor under such an authorization shall vest in the Government and the Subcontractor shall be required to identify, account for, control, protect, and disposition such property in accordance with the *GOVERNMENT PROPERTY* or *PROPERTY* clause of the GENERAL PROVISIONS of the Task Order under which the property was acquired.

The Subcontractor shall adhere to the applicable Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) and make prompt payments for such supplies and services. Such authorization may be revised by LLNS based upon any changes in GSA or other federal requirements.

## ARTICLE 21 - GENERAL PROVISIONS

- A. Any resulting Construction Management Task Orders are subject to the GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION AND DESIGN-BUILD SUBCONTRACTS. Any resulting A-E Task Orders are subject to the GENERAL PROVISIONS FOR A-E SERVICES. As used in the GENERAL PROVISIONS, the term "Subcontract" shall mean Task Order.
- B. The *ORDER OF PRECEDENCE* clause of the GENERAL PROVISIONS is hereby deleted in its entirety and replaced with the following:

“Any inconsistencies in the documents comprising a Task Order shall be resolved by giving precedence in the following order: (a) the Signature Page and Schedule of Articles of this MTA; (b) the Signature Page and Schedule of Articles of the Task Order; (c) the CHAMP SPECIAL PROVISIONS, (d) the GENERAL PROVISIONS applicable to the Task Order (e) the other incorporated documents of this MTA; and (f) any additional incorporated documents of the Task Order.”
- C. Until a Contract Security Classification Specification is approved and received by LLNS in accordance with “Delivery and Site Access, Badging Requirements,” this MTA shall not involve access to classified information and/or special nuclear material, or unescorted access to Limited

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security areas. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall not apply.

- D. This MTA is not for research, development, or demonstration work or design work involving non-standard types of construction. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall not apply.
- E. The provisions of this MTA and the Task Orders are severable. If any provisions shall be determined to be unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the MTA and the Task Orders shall continue in full force and effect so that the purpose and intent of this MTA and the Task Orders shall be met and satisfied.
- F. Survival: All terms, conditions, and provisions of the MTA and the Task Orders which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default, or abandonment of this MTA and the Task Orders.
- G. For any resulting A-E Task Order awarded under this MTA that exceeds \$2,500, the following clauses are hereby added to the GENERAL PROVISIONS FOR A-E SERVICES:

- FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
  - FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

- H. Cost Accounting Standards may apply to resulting Task Orders awarded under this MTA that exceeds \$2,000,000. Accordingly, the following clauses are hereby added to the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS, under the *Applicable if the Subcontract exceeds \$2,000,000* section:

- FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020), excluding Paragraph (b). Applies if the Seller 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 (JUN 2020). Applies if the Seller 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). Applies if either FAR 52.230-2 or FAR 52.230-3 applies.

(END OF SCHEDULE OF ARTICLES)