

**SUBCONTRACT  
NO. TBD**



The Regents of the University of California  
Lawrence Berkeley National Laboratory  
One Cyclotron Road  
Berkeley, CA 94720

**Subcontractor:**

**TBD**

Attention:

Phone:

E-Mail:

**University Procurement Representative:**

Name:

Phone:

Fax:

E-Mail:

**Introduction**

This is a fixed price subcontract (hereinafter "Subcontract") for cobalt iron (CoFe) blanks, as further described herein.

This Subcontract is between The Regents of the University of California, (hereinafter "University") and the party identified above as the "Subcontractor".

This Subcontract is issued under Prime Contract No. DE-AC02-05CH11231 between the University and the United States Government (hereinafter "U.S. Government"), represented by the Department of Energy (hereinafter "DOE") for the management and operation of the Lawrence Berkeley National Laboratory (hereinafter "LBNL") and the performance of certain research and development work.

**Agreement**

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

**TBD**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE OF ARTICLES

### ARTICLE 1 – ORDERED ITEMS

A. Description

The Subcontractor shall furnish and deliver the following ordered item(s), in accordance with this Subcontract and incorporated documents:

Item #	Description	Qty	UOM	Unit Price	Ext. Price	Delivery Schedule:
1	Production CoFe components manufactured to specs in AL-1591-6844	164	EA	\$	\$	
2	Spare CoFe components manufactured to specs in AL-1591-6844	4	EA	\$	\$	
3	Overage CoFe components manufactured to specs in AL-1591-6844	16	EA	\$	\$	
4	Witness blank(s) for Dipole family, manufactured to same specs as BENDB and BENDC Pole Piece Blanks, quantity to be determined from ingot mapping supplied by Subcontractor.	TBD	EA	\$	\$	
5	Material samples, 1 material sample per ingot, as described in Technical Specification AL-1566-1982	TBD	EA	\$	\$	
6	Ring samples, 4 ring samples per ingot, as described in Technical Specification AL-1566-1982	TBD	EA	\$	\$	
7	Complete test report(s), Summaries of the output or results of the tests performed per Technical Specification AL-1566-1982	1	EA	\$	\$	
8	Draft work instructions or manufacture process outlines, Work instructions for the phase 1 and/or phase 2 fabrication may be developed in coordination between LBNL and the Subcontractor	1	EA	\$	\$	
9	If applicable, nonconformance or deviation documentation pertaining to the individual components. Forms may be supplied by LBNL.	1	EA	\$	\$	

10	Shipping configuration and checklist, As approved by LBNL	1	EA	\$	\$	
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**TOTAL \$TBD**

The above delivery schedule identifies the date(s) by which the specified item(s) shall be delivered to the shipping address indicated in the article below entitled Shipping Requirements.

**B. Acceptance**

Acceptance of the items described above is based upon successful completion of the acceptance requirements outlined within the SOW and other documents incorporated into this Subcontract.

**C. Hold Points**

Hold points are identified with their requirements by the University in the Statement of Work, Section 4.4. Acceptable performance for all hold points, as determined by the University, must be completed prior to engagement of the next hold point. Written approval from LBNL is required for each hold point in order to proceed.

**ARTICLE 2 – PRICE AND PAYMENT**

**A. Fixed Price**

The Subcontractor shall furnish and deliver the ordered item(s) referenced in Article 1 for the total fixed price of \$TBD.

**1. Sales or Use Tax**

Items purchased by the University hereunder are treated as for resale, per the University's California State Resale Permit No. SR-CH 21-835970 for LBNL, and shall not be subject to any California or other State sales or use tax if shipped to California. Any items furnished hereunder for rentals or leases are subject to California State sales or use tax, and such tax is included in the fixed prices/rates stated herein.

The University of California State Resale Permit No. SR-CH 21-835970 for LBNL is available at: <http://procurement.lbl.gov/supplier-forms/>.

**B. Invoices**

1. The Subcontractor shall email invoice(s) directly to the LBNL Accounts Payable Office at [APIInvoice@lbl.gov](mailto:APIInvoice@lbl.gov), within thirty days of the acceptance of the item(s). The "subject" line of the email shall state the Subcontractor's name and the Subcontract number. If final invoices are not submitted within 180 days of acceptance, then any amounts paid by the University to that point will represent satisfaction in full by LBNL under this Subcontract and an Accord and Satisfaction. This means that LBNL will not be obligated to make any further payments under this Subcontract.

To avoid delays in processing and payment, Subcontractors should include only one attachment per email. Multiple invoices should be combined and attached as a single portable document format (PDF) or Microsoft Word or rich text format (RTF) file (up to 30 individual invoices per attachment) or emailed separately (one attachment per email). Do not include icons/pictures in the email (logos, etc.) and ensure only one subcontract number is listed on the invoice.

2. If unable to submit an invoice by email, the Subcontractor may submit the invoice to the following address:

Lawrence Berkeley National Laboratory  
Accounts Payable Office, Subcontract No. TBD  
One Cyclotron Road, M/S 971-AP  
Berkeley, CA 94720

3. Invoice(s) shall state: the Subcontract number; the Subcontractor (including business heading or logo); bill to address (same address as above); invoice date; unique invoice number; remittance address; sufficiently identify the items/services being invoiced; and identify any separately payable freight charges (with receipts if available) and taxes. Invoice(s) in a spreadsheet format are not acceptable, but a spreadsheet can be used to support an invoice. The Subcontractor shall maintain records which support all invoiced amounts, and provide them to the University Procurement Representative upon request.

## 2. Payment Terms

All invoices except the final invoice shall be payable within 30 days of receipt (*or net15 if the Subcontractor is a small business concern*); provided, however, that payments made thereafter shall not be subject to any penalty, interest, or late charges. Only those items/services identified in this Subcontract or a Subcontract Modification will be considered for payment. Payment amounts may be adjusted for any applicable credits, offsets, or withholds. Full payment shall not be due until any final acceptance requirements of this Subcontract have been satisfied. For inquiries about the status of an invoice, call (510) 486-6954 or [aphelp@lbl.gov](mailto:aphelp@lbl.gov).

## ARTICLE 3 – OPTIONS

The University reserves the right, in its sole discretion, to exercise any or all of the following options, under the stated pricing, terms, and conditions of this Subcontract. The exercise of any option shall be by issuance of a written modification by the University Procurement Representative, and may be executed at any point within **1 year of Acceptance**. Subcontractor will be notified of the University's intent to extend the term by a written notice sent at least thirty (30) days in advance of the expiration date. However, the preliminary notice shall not commit the University to extend the term of this Subcontract. The prices of the option(s) are firm fixed prices, and include all costs associated with each option, such as labor, materials, equipment, support functions, management, fees, G&A, and profit.

Item #	Description	Qty	UOM	Unit Price	Ext. Price
1	Production CoFe components manufactured to specs in AL-1478-3597	52	EA	\$	\$
2	Production CoFe components manufactured to specs in AL-1509-5740	112	EA	\$	\$
3	Spare CoFe components manufactured to specs in AL-1478-3597	2	EA	\$	\$
4	Spare CoFe components manufactured to specs in AL-1509-5740	2	EA	\$	\$

#### **ARTICLE 4 – SUBCONTRACT ADMINISTRATION**

##### **A. Notices, Requests, and Modifications**

The Subcontractor shall submit all notices and requests for approval by email to the University Procurement Representative indicated on the signature page or at the following mail address:

Lawrence Berkeley National Laboratory  
 Attn: TBD  
 One Cyclotron Road M/S 971-PROC  
 Berkeley, CA 94720

Only the University Procurement Representative is authorized to modify the terms, conditions, and requirements of this Subcontract, including any changes to the description of the work, and to issue any notices and approvals required by this Subcontract. Certain changes to this subcontract may be made only by the University Procurement Representative without subcontractor agreement or negotiation prior to the change. Such changes may include: changes of an administrative nature, directed changes pursuant to the clause incorporated herein entitled: “CHANGES,” unilateral modifications authorized by clauses other than the Changes clause, and termination notices. Apart from the University Procurement Representative’s authority to issue unilateral changes, the parties may mutually agree to make changes in the work ordered, or modify any other term or condition of the subcontract, resulting in an amendment to the subcontract, but only by a writing signed by the authorized representatives of both parties.

##### **B. Technical Representative**

TBD is the Technical Representative for this Subcontract. This individual is designated to monitor performance of the work and to interpret and clarify the technical requirements, but is not authorized to make changes to the work or to modify any of the terms and conditions of this Subcontract, including those related to the completion schedule or pricing.

(Technical Representative contact information shall be inserted herein)

##### **C. Closeout**

The Subcontractor shall, as a condition of full payment, assist the University after the completion of the work in accomplishing the administrative closeout of this Subcontract,

including, as necessary or required, the furnishing of documentation and reports, the disposition of property, the disclosure of any inventions, the execution of any required documents (including an *Assignment and Release* form if this form is an incorporated document), the performance of any audits, and the settlement of any interim or disallowed costs.

## **ARTICLE 5 - FURNISHED AND ACQUIRED PROPERTY**

The University will not furnish any U.S. Government Property for use under this Subcontract. The Subcontractor is not authorized to acquire, fabricate, or provide any tangible personal property items for use under this Subcontract. The Subcontractor must not acquire tangible personal property for use under this Subcontract without the University Procurement Representative's advanced written approval via Subcontract modification. The Subcontractor is required to notify the University prior to purchasing any Subcontractor Acquired Property. The Subcontractor assumes the risk of not being reimbursed for property if approvals are not provided by the University in advance via Subcontract modification.

## **ARTICLE 6 – SHIPPING REQUIREMENTS**

A. Shipping Terms. The shipping terms are FOB Destination, freight shall be prepaid and added to each delivery invoice. All shipments shall be shipped via the Subcontractor's vehicles or a licensed common carrier selected by the Subcontractor, at the Subcontractor's expense.

*OR*

A. Shipping Terms. The shipping terms are Delivered at Place Unloaded (DPU) (per *Incoterms 2020*) to the delivery address. All shipments shall be prepaid and added to each delivery invoice. All shipments shall be shipped via the Subcontractor's vehicles or a U.S. flag air carrier or U.S. ocean vessel and a U.S. licensed common carrier selected by the Subcontractor, at the Subcontractor's expense.

B. Shipping Address

All shipments shall be shipped to the following address:

Lawrence Berkeley National Laboratory  
For the U.S. Department of Energy  
One Cyclotron Road, Building 69 (*or another designated address within 20mi of this location*)  
Berkeley, CA 94720

C. Shipping Point

The shipping point is: (City, State or Foreign country)

D. Customs Clearance

To facilitate customs clearance, 48 hours prior to vessel departure Subcontractor shall email or fax interfreight copies of the following documents to Aeronet Worldwide (broker identified below) and the University Procurement Representative (identified in the Subcontract):

- Bill of Lading
- Commercial Invoice
- Packing List

Aeronet Worldwide  
850 Mitten Rd.  
Burlingame, CA 94010  
Phone: (650) 259-2155  
Fax: (650) 259-2150  
Email: SFOimport@aeronet.com

## **ARTICLE 7 – REPORTS**

### A. Type of Reports

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

#### 1. Progress Reports

Progress reports shall be submitted shall be submitted on the work as required by the Technical Representative and the requirements of this subcontract. The progress reports may be informal letter summaries in a format approved by the University representatives. These reports shall contain a description of work performed during the report period and the work planned for the succeeding periods, and related financial information, including incurred and projected expenditures.

#### 2. Final Report

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

#### 3. Interim Reports

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

### B. Submittal

Reports shall be separately submitted to the following recipients at the following email or mailing address:

Lawrence Berkeley National Laboratory  
Attention: [Intended Recipient; see below]  
One Cyclotron Rd., Mail Stop [see below]  
Berkeley, CA 94720

<u>Recipient</u>	<u>Email</u>
Technical Representative - TBD	TBD@lbl.gov
Procurement Representative - TBD	TBD@lbl.gov

## **ARTICLE 8 – APPROVAL OF TECHNICAL DATA**

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

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

If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If the University approves any such variation(s), a change order to the Subcontract shall be issued by the University and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

## **ARTICLE 9 – PRELIMINARY INSPECTION**

The University reserves the right to observe and witness all phases of the manufacturing of the items, including design, fabrication, assembly, testing, and inspection, conducted at the Subcontractor's facility or at any of its sub-tier subcontractors' facilities.

Preliminary in-process and source inspections may be performed at the Subcontractor's facility or at any of its sub-tier subcontractors' facilities. The inspection shall allow the University to verify that the Subcontractor has met the requirements of this Subcontract. Prior to University inspection, the Subcontractor shall perform a complete inspection and document the results. The Subcontractor shall present this documentation to the University at the time of the preliminary inspection. Such preliminary inspection does not waive the right of the University to inspect and accept or reject at the destination. The University reserves the right to subcontract with a qualified third party to conduct on its behalf any or all of the University inspections.

## **ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES**

In the performance of this Subcontract, the Subcontractor shall specify, furnish, and use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Subcontract requirements and the intended end use of the products or services. Information on environmentally preferable products and services is available at:

<https://www.epa.gov/contracts/greening-government-procurement>.

The Subcontractor agrees to use good faith efforts to utilize smart-size packing; to customize box sizes in order to reduce packaging waste, and to minimize the number of shipments per order. Recycling practices and methods should be used to minimize the adverse effects on the environment. The Subcontractor shall use every reasonable effort to use cardboard and paper-based packaging materials for shipments to the University.

## **ARTICLE 11 – ELIGIBILITY CERTIFICATION**

By acceptance of this Subcontract, the Subcontractor certifies that:

- A. To the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible by any agency of the federal government for the award of contracts (including subcontracts);
- B. To the extent it has had previous U.S. Government contracts or first-tier subcontracts subject to the *Equal Opportunity* clause (FAR 52.222-26) of the General Provisions, it has developed and has on file all written affirmative action programs and it has filed all prescribed compliance reports, as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

## **ARTICLE 12 – REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

By acceptance of this Subcontract, the Subcontractor certifies that:

It will not provide "covered telecommunications equipment or services" as defined in FAR 52.204-25 to the Government in the performance of this Subcontract, or any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunication equipment or services are covered by a waiver in accordance with the procedures set forth in FAR 52.204-25. Covered telecommunications equipment or services, critical technology, and substantial or essential component, have meanings provided in clause 52.204-25. Covered telecommunications equipment or services means (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **ARTICLE 13 - SYSTEM FOR AWARD MANAGEMENT (SAM)**

By acceptance of this Subcontract, the Subcontractor certifies that it will be registered in the SAM database (<http://www.sam.gov/>) within 30 days of subcontract award per Federal Acquisition Regulation (FAR) 52.204-7, *System for Award Management*, and acknowledges the requirement heretofore to maintain said registration in the database in accordance with FAR 52.204-13, *System for Award Management Maintenance*, during performance of this subcontract. The Subcontractor is responsible for the accuracy and completeness of its data within the SAM database in accordance with the stated requirements. In any event, failure to complete the registration within the required timeframe or to maintain such registration throughout subcontract performance is considered a breach of subcontract.

## **ARTICLE 14 – INCORPORATED DOCUMENTS**

The following documents are hereby incorporated as a part of this Subcontract. The order of precedence for each document must be as specified in the *Entire Agreement and Order of Precedence* clause in the General Provisions. Any other documents not incorporated herein by specific reference are excluded from this Subcontract. The documents marked with an asterisk are available at <http://procurement.lbl.gov/supplier-forms/>.

- AL-1566-1931, Statement of Work ALS-U CoFe for SR Dipoles
- AL-1566-1982\_TS for the ALS-U CoFe for the SR Dipoles
- DWG AL-1478-3597
- DWG AL-1509-5740
- DWG AL-1591-6844

## **ARTICLE 15 – GENERAL PROVISIONS**

The following General Provisions are incorporated by reference into this Subcontract and are available at: <http://procurement.lbl.gov/welcome-to-procurement-property/become-a-supplier/general-provisions/>.

- A. General Provisions for Commercial Supplies & Services, dated 12/22/22.
- OR*
- General Provisions for Commercial Supplies & Services (Foreign), dated 12/22/22.
- B. The clauses listed in the referenced General Provisions shall be applicable to this Subcontract, based on the value of the Subcontract, the status of the Subcontractor, or the nature and location of the Services, as indicated in the General Provisions.
- D. The cost accounting standards requirements do not apply to this Subcontract. Accordingly, the related clauses of the General Provisions (FAR 52.230-2, -3, -5, and -6) shall not apply.

(END OF SCHEDULE OF ARTICLES)