



GENERAL PROVISIONS FOR ARCHITECT-ENGINEER SERVICES

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CLAUSE 1 – DEFINITIONS

As used herein, the following terms shall have the indicated meanings:

- "CFR" means the U.S. Code of Federal Regulations.
- "DEAR" means the DOE Acquisition Regulation.
- "DOE" means the U. S. Department of Energy.
- "FAR" means the Federal Acquisition Regulation.
- "Government" means the United States Government.
- "LBNL" means the Lawrence Berkeley National Laboratory.
- "Subcontract" means the subcontract between the University and the Subcontractor which includes these General Provisions.
- "Subcontractor" means the party who has entered into the Subcontract with the University, as identified in the Subcontract.
- The lower case term "subcontractor" means the Subcontractor's subcontractor(s).
- "University" means The Regents of the University of California, acting through the LBNL.

CLAUSE 2 – SCOPE OF SUBCONTRACT

The scope of the Subcontract shall be limited to the acquisition of architect-engineer services.

The Subcontract is entered into under the University's Prime Contract No. DE-AC02-05CH11231 with DOE for management and operation of LBNL and performance of research and related work.

CLAUSE 3 – LAWS AND REGULATIONS

The Subcontractor and its employees and subcontractors shall at all times comply with all applicable state and federal laws, ordinances, statutes, codes, rules, and regulations, including, but not limited to, those relating to wages, hours, employment, discrimination, immigration, and safety (including OSHA).

CLAUSE 4 – REIMBURSABLE COSTS & EXPENSES (A-E)

(a) Types of Reimbursables:

The Subcontractor shall be reimbursed for the types of costs and expenses associated with the architect-engineer work identified in the Subcontract, provided they are determined by the University to be allowable in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this Subcontract and the terms of this Subcontract; and they have been incurred with the prior written approval of the University. The total reimbursements shall not exceed the total estimated cost for reimbursable costs set forth in the Subcontract. The following are the descriptive categories which may be considered for reimbursable costs:

1. *Topographical and Other Field Survey Costs.* Includes costs of labor, materials and equipment use; traveling expenses directly associated therewith; transportation of items and material as may be required and approved; subcontracts as approved; preparation of maps; test borings if required by University; and any subsurface investigations if required and approved by University.
2. *Labor/Material and Equipment Costs – Travel Costs for Resident and Field Engineer – Inspector Expenses.* Includes costs of labor, materials and equipment use; traveling expenses for resident engineer in charge, field engineer(s) and inspectors (if required), and part-time

inspectors from the home office or branch office of the Subcontractor. Costs of the supporting field office force as required at construction project site for inspection of construction.

3. *Expediting Costs/Expenses.* Includes costs for labor and materials and traveling expenses for expediting or inspecting material and equipment; checking or expediting shop drawings at vendors' plants, etc.

4. *Transportation Costs - On-Site Operations.* Includes costs of on-site transportation for any of those services listed in (1) through (3), above, if required by the Subcontractor.

5. *Expenses of Outside Technical Assistance.* Includes costs 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.

6. *Extra Copies of Drawings, Specifications, Etc.* Includes 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 University, 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 University approval of such material furnished by the Subcontractor for Title II Design Services. Such material may be required and specifically requested by University 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

7. *Special Documents.* Includes costs of labor, materials, and equipment use for copies of special documents that have been prepared with University approval.

8. *Expenses of Subcontractor's Supervising Representative.* Includes expenses of travel of the Subcontractor's supervising representative in direct performance of this Subcontract in addition to the normal supervision furnished or otherwise delineated in the Subcontract.

9. *Travel.* Includes costs of various domestic round trips deemed necessary by the LBNL Technical Representative. Travel costs will be paid in accordance with the Federal Travel Regulations and Berkeley Laboratory travel policies. Any Foreign Travel (any travel outside of the United States and its territories and possessions) will require prior written approval by the University and DOE.

(b) Payment for Reimbursables:

1. Payments for costs/expenses which are reimbursable under the provisions of this Subcontract shall be made to the Subcontractor at intervals as agreed to by the University and the Subcontractor .

2. Payments to the Subcontractor shall be made only after the specific costs/expenses have been incurred by Subcontractor, and invoicing has been substantiated by copies of paid (by Subcontractor) invoices or other substantiating documentation that such costs/expenses have been, in fact, incurred by the Subcontractor.

3. The Subcontractor shall notify the University in writing when 80 percent of the total estimated cost for reimbursables set forth in the Subcontract has been expended. This written notification shall be furnished to the University procurement and technical representatives.

CLAUSE 5 – CONSTRUCTION BUDGET

The University shall establish the construction budget for each project authorized under the Subcontract. The Subcontractor has the responsibility to prepare preliminary and final designs, along with their associated cost estimates, within the University's construction budget. Whenever a preliminary or final cost estimate varies by ten (10) percent or more from the established construction budget, the Subcontractor shall, at the University's option, and at no additional cost, revise the preliminary and/or final designs for the University's approval, in order to bring the estimated cost of construction within ten (10) percent of the established construction budget.

In the event that construction bids exceed the established construction budget by more than ten (10) percent, the University may require the Subcontractor to redesign the project, at no additional cost, so that the University can re-solicit new construction bids until they are within ten (10) percent of the construction budget.

CLAUSE 6 – RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained, and the name of the University, LBNL, or the Government shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the University Procurement Representative.

CLAUSE 7 – NOTIFICATIONS

(a) Subcontractor shall immediately notify the University Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontractor, the cost of which is reimbursable hereunder.

(b) Subcontractor agrees to notify the University of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which the Subcontractor has reason to believe may be inapplicable or invalid, and which would be reimbursable or the University has claimed an exemption hereunder. Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by the University, and to take such steps as may be required by the University to cause such tax, fee, or charge to be paid under protest and, if so directed by the University, to cause to be assigned to the University or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit the University or its designee to join with the Subcontractor in any proceedings for the recovery thereof or to sue for recovery in the Subcontractor's name.

(c) If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the University Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

CLAUSE 8 – DISPUTES (A-E)

All claims, disputes and other matters in question between the parties to this Subcontract, arising out of or related to this Subcontract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise, except as otherwise provided in this Subcontract or unless such claims, disputes and other matters in question between the parties arise from statute or regulation under which a State or Federal agency is specifically authorized to settle or determine.

Notice of the demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with California law in any court having jurisdiction thereof.

If any claim, dispute, or other matter in question between the construction contractor and the University is submitted to arbitration and either party claims that the acts or omissions of the Subcontractor are involved in whole or in part, any controversy between the Subcontractor and the University arising out of or in connection therewith, shall be determined in the same arbitration proceeding which shall be conducted under the Construction Industry Rules of the American Arbitration Association. This agreement to arbitrate such controversies between the Subcontractor and University shall be specifically enforceable.

CLAUSE 9 – LIABILITY FOR INJURIES AND DAMAGES

The Subcontractor assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any personal injury (including death), and/or damage or destruction or alleged damage to or destruction of property, sustained, or alleged to have been sustained, in connection with or arising out of the performance of the work by the Subcontractor, its agents, servants, employees, subcontractors and consultants, save and except that the Subcontractor, its agents, servants, employees, subcontractors and consultants shall not be liable for the sole negligence of the University. The Subcontractor shall indemnify and hold harmless the University and the Government, their officers, agents, servants, and employees from any and all liability for such losses, expenses, damages, demands, and claims, and shall defend any suit or action brought against any or all of them based on any alleged personal injury or property damage, and shall pay any damages, costs and expenses, including attorney's fees, in connection with or resulting from such suit or action. This clause shall have no application to public liability for a nuclear incident as defined in the Atomic Energy Act of 1954, as amended, to the extent the Subcontractor is indemnified under said law.

CLAUSE 10 – NON-WAIVER OF DEFAULT (A-E)

Neither the rights of review, comment, or approval, conferred on the University, nor the University's exercise of those rights shall relieve the Subcontractor from any obligation imposed by law or this Subcontract, or shall constitute a waiver by the University of rights arising under this Subcontract or at law.

No payment, final or otherwise, shall operate to relieve the Subcontractor from any obligation arising under this Subcontract or at law, or shall constitute a waiver of claims by the University for errors or omissions, the Subcontractor's failure to comply with the requirements of the Subcontract, or arising from representations or undertakings by the Subcontractor under this Subcontract. All payments to the Subcontractor shall be contingent and subject to recalculation and recoupment in the event of termination for cause or in the event of later discovery of any defect or deficiency in the Subcontractor's performance hereunder.

In the event either the Subcontractor or University shall at any time or times waive any breach of this Subcontract by the other, such waiver shall not constitute a waiver of any other breach of this Subcontract, whether of the same or any other covenant, condition, right, event, term, or obligation.

CLAUSE 11 – COST ACCOUNTING STANDARDS LIABILITY

(Applicable to Subcontracts exceeding \$700,000)

The Subcontractor shall be liable to the Government for any increased costs or interest, and the University shall be entitled to an adjustment of the Subcontract costs, as appropriate, resulting from any failure of the Subcontractor or a lower-tier subcontractor to comply with the "Cost Accounting Standards" and "Administration of Cost Accounting Standards" clauses, if applicable, or to consistently follow any cost accounting practice.

CLAUSE 12 – ASSIGNMENTS

This subcontract may be assigned by the University to the U.S. Government or a successor-in-interest for management and operation of LBNL.

Except as to assignment of payment due hereunder, the Subcontractor shall have 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 the University.

CLAUSE 13 – WORKER SAFETY AND HEALTH

(Applicable if the subcontract involves performance at an LBNL site.)

The Subcontractor and its lower-tier subcontractors performing work at an LBNL worksite are subject to the DOE *Worker Safety and Health Program* regulation of Title 10, Part 851 of the U.S. Code of Federal Regulations (10 CFR 851), and shall perform the work in compliance with the *LBNL Health and Safety Manual*, available at <http://www.lbl.gov/ehs/pub3000/>, which implements the requirements of 10 CFR 851, and in compliance with their Cal/OSHA mandated Injury and Illness Prevention Plan (IIPP) or equivalent and all other LBNL safety procedures and policies communicated to the Subcontractor. The Subcontractor is responsible for ensuring that its lower tier subcontractors comply with these requirements. Violations of these requirements may subject the Subcontractor and its lower tier subcontractors to civil penalties.

The Subcontractor shall ensure that all workers requiring unescorted/unbadged access to an LBNL site complete the on-line *General Employee Radiation Training* (GERT). A GERT booklet and the on-line training are available at <http://www.lbl.gov/ehs/training/>. The GERT booklet is also available at the Site Access Office in Building 65B.

CLAUSE 14 – INJURY REPORTING

(Applicable if the Subcontract involves performance by ten or more Subcontractor employees at LBNL sites.)

(a) Subcontractor shall report all injuries to Subcontractor's employees that qualify for inclusion on Subcontractor's Cal-OSHA log to the University within 10 days of occurrence of the injury. Subcontractor shall furnish a copy of its supplemental injury report form (OSHA form 101 or equivalent) for each such case. This report shall be mailed to the LBNL SAAR Office, Health Services, M/S 26-109. In addition, serious injuries resulting in death or hospitalization shall be reported by telephone immediately to the LBNL Health Services Receptionist, (510) 486-6266.

(b) Subcontractor shall report to the University the hours worked by Subcontractor's employees on the LBNL Site on a quarterly basis. For each quarter, the hours worked shall be reported in writing no later than the 10th day of the month following the end of the quarter. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109.

CLAUSE 15 – ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Subcontract shall consist of the Subcontract document (including any signature page and schedule of articles), these General Provisions, and any other referenced or incorporated clauses, provisions, and documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Provisions, including the FAR and DEAR clauses listed in the clause entitled *Clauses Incorporated by Reference*; (c) any specifications; (d) other documents listed in the Subcontract Article entitled *Incorporated Documents*, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, and documents.

CLAUSE 16 – CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9 of CFR Title 48 and available at <http://www.gpo.gov/fdsys/>, are hereby incorporated by reference as a part of these General Provisions, as prescribed below. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the lower case term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University,

except in FAR 52.227-1, 52.227-2, and 52.227-14, and DEAR 952.227-11, 952.227-13, and 970.5232-3, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-05CH11231 with the University. As used in FAR 52.245-1, the terms "Government" and "Contracting Officer" shall mean the University, except with respect to title. As used in DEAR 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE and the University.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:

- DEAR 952.203-70 WHISTLEBLOWER PROTECTION OF SUBCONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a DOE-owned or leased facility.
- DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies if any nuclear technology information will be made available to foreign nationals of sensitive foreign nations. See list of sensitive foreign nations at: www.lbl.gov/ufva.
- DEAR 952.204-77 COMPUTER SECURITY (AUG 2006). Applies if the Subcontractor has access to any computers owned, leased or operated by or on behalf of the University or DOE.
- DEAR 970.5208-1 PRINTING (DEC 2000). Applies if printing is specified under the Subcontract.
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011). Applies if the Subcontract involves any further subcontracting opportunities.
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
Note: Download the required EEO Poster at: <http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm>.
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007). Applies if the Subcontract involves furnishing, specifying the use of, or using at an LBNL Site any energy-consuming product listed in the ENERGY STAR® Program or DOE's Federal Energy Management Program (FEMP). For information on listed energy-consuming products see: <http://www.energystar.gov/products> and http://www1.eere.energy.gov/femp/technologies/ep_purchasingspecs.html.
- FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007). Applies if the Subcontract involves the furnishing or use at an LBNL Site of any personal computer products (as defined). Requires personal computer products that are EPEAT Bronze Registered or higher. For information about the standard, see <http://www.epeat.net>.
- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- DEAR 952.227-9 REFUND OF ROYALTIES (FEB 1995). Applies if "royalties" are paid under the Subcontract by the Subcontractor, or by a subcontractor at any tier.
- FAR 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007), with ALTERNATE V and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a). Applies if any "data" will be produced, furnished, or acquired under the Subcontract.
If delivery of Limited Rights Data is required, then ALTERNATE II shall apply, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:

1. Use (except for manufacture) by support services contractors or subcontractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors or subcontractors participating in the Government's program of which the specific subcontract is a part;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work.

If delivery of Restricted Computer Software is required, then ALTERNATE III shall apply.

- DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994). Applies if the awarded Subcontract is based upon a technical proposal.
- DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010), Paragraphs (a) through (h), excluding Paragraph (d). Applies If costs incurred are a factor in determining any payable amount. The records shall be retained for 3 years after final payment.
- FAR 52.232-10 PAYMENTS UNDER FIXED PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)
- FAR 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
- 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 52.244-2 SUBCONTRACTS (OCT 2010), with ALTERNATE I (JUN 2007). Paragraph (d) insert regarding consent is: "Any subcontract or purchase order: (1) for work at an LBNL site; (2) that exceeds \$150,000 and is for other than a "commercial item," as defined in FAR 2.101; or (3) provides for the reimbursement of costs."
- FAR 52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012), with ALTERNATE I
- FAR 52.247-63 PREFERENCE FOR U.S.- FLAG AIR CARRIERS (JUN 2003). Applies if the Subcontract involves international air transportation.
- FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.- FLAG COMMERCIAL VESSELS (FEB 2006). Applies if the Subcontract involves ocean transportation of supplies other than "commercial items", except as described in paragraph (e)(4) of the clause.
- FAR 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$3,000:

- FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$15,000:

- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:

- 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.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$100,000 OR MORE:

- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

THE FOLLOWING CLAUSES APPLY 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 (OCT 2010), excluding paragraph (c)(1)
- FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Subcontract involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.
- FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$500,000:

- DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$650,000:

- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$700,000 AND CERTIFIED COST OR PRICING DATA WAS REQUIRED:

- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

- FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012). Applies if the Subcontract is with a large business; is for other than a "commercial item," as defined in FAR 2.101; and is not otherwise exempt; unless the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2.
- FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012), excluding Paragraph (b). Applies if the Subcontract is with a large business; is for other than a "commercial item," as defined in FAR 2.101; is not otherwise exempt; and the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2.
- FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010). Applies if the FAR 52.230-2 or 52.230-3 clause applies.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$5,000,000:

- FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010). Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the LBNL DOE Contracting Officer.
- FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007). Download the required poster at: <http://energy.gov/ig/downloads/office-inspector-general-hotline-poster>

THE FOLLOWING CLAUSES APPLY 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 FAR 52.227-1.
- FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987). Applies to all Subcontracts except those with Universities or Colleges under \$500,000.
- DEAR 952.227-11 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 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.
- DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998)
- DEAR 952.235-71 RESEARCH MISCONDUCT (JUL 2005)

END OF GENERAL PROVISIONS