SUBCONTRACT NO. TBD	BERKELEY LAB	The Regents of the University of California Lawrence Berkeley National Laboratory One Cyclotron Road Berkeley, CA 94720

Subcontractor:	**University Procurement Representative:**
TBD Attention: TBD Address: TBD City, State Phone: TBD E-Mail: TBD	Name: Martha Gamarano Grausz Title: Sr. Subcontracts Administrator Phone: (510) 486-6618 E-Mail: MGGrausz@lbl.gov

Introduction

This is a fixed price Subcontract (hereinafter "Subcontract") for the supply and delivery of fabricated components required for the alignment system kits that are installed between the Storage Ring support plinths and the rafts. The North American Industry Classification System (NAICS) for this acquisition is 332999 All Other Miscellaneous Fabricated Metal Product Manufacturing, size standard 750 or fewer employees.

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: _____

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SCHEDULE OF ARTICLES

ARTICLE 1 – ORDERED ITEMS

Description

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

Work Package # 1						
First Article Items						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1889-5173 -SR Alignment BOM	4	EA	$TBD	$TBD	By 08/15/2026
Total First Article					**$TBD**	
Production Items						
Batch1						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1889-5173 - Batch 1 - SR Alignment BOM – Production	10	EA	$TBD	$TBD	By 09/03/2026
Batch 2						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1889-5173 - Batch 2 - SR Alignment BOM – Production	10	EA	$TBD	$TBD	By 10/19/2026
Batch 3						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**

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1	AL-1889-5173 - Batch 3 - SR Alignment BOM – Production	10	EA	$TBD	$TBD	By 12/03/2026
Batch 4						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1889-5173 - Batch 4 - SR Alignment BOM – Production	10	EA	$TBD	$TBD	By 01/27/2027
Total Production Items					**$TBD**	

Work Package # 2						
First Article Items						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1472-5177-01 -Load leveler shim type 01	50	EA	$TBD	$TBD	By 08/03/2026
2	AL-1472-5177-02 -Load leveler shim type 02	50	EA	$TBD	$TBD	By 08/03/2026
3	AL-1472-5177-03 -Load leveler shim type 03	50	EA	$TBD	$TBD	By 08/03/2026
4	AL-1472-5177-04 -Load leveler shim type 04	50	EA	$TBD	$TBD	By 08/03/2026
5	AL-1472-5177-05 -Load leveler shim type 05	50	EA	$TBD	$TBD	By 08/03/2026
Total First Article					**$TBD**	
Production Items						

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Batch1						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1472-5177-01 -Load leveler shim type 01	125	EA	$TBD	$TBD	By 09/03/2026
2	AL-1472-5177-02 -Load leveler shim type 02	125	EA	$TBD	$TBD	By 09/03/2026
3	AL-1472-5177-03 -Load leveler shim type 03	125	EA	$TBD	$TBD	By 09/03/2026
4	AL-1472-5177-04 -Load leveler shim type 04	125	EA	$TBD	$TBD	By 09/03/2026
5	AL-1472-5177-05 -Load leveler shim type 05	125	EA	$TBD	$TBD	By 09/03/2026
Batch 2						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1472-5177-01 -Load leveler shim type 01	125	EA	$TBD	$TBD	By 09/19/2026
2	AL-1472-5177-02 -Load leveler shim type 02	125	EA	$TBD	$TBD	By 09/19/2026
3	AL-1472-5177-03 -Load leveler shim type 03	125	EA	$TBD	$TBD	By 09/19/2026

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4	AL-1472-5177-04 -Load leveler shim type 04	125	EA	$TBD	$TBD	By 09/19/2026
5	AL-1472-5177-05 -Load leveler shim type 05	125	EA	$TBD	$TBD	By 09/19/2026
Batch 3						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1472-5177-01 -Load leveler shim type 01	100	EA	$TBD	$TBD	By 10/03/2026
2	AL-1472-5177-02 -Load leveler shim type 02	100	EA	$TBD	$TBD	By 10/03/2026
3	AL-1472-5177-03 -Load leveler shim type 03	100	EA	$TBD	$TBD	By 10/03/2026
4	AL-1472-5177-04 -Load leveler shim type 04	100	EA	$TBD	$TBD	By 10/03/2026
5	AL-1472-5177-05 -Load leveler shim type 05	100	EA	$TBD	$TBD	By 10/03/2026
Batch 4						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1472-5177-01 -Load leveler shim type 01	100	EA	$TBD	$TBD	By 11/27/2026

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2	AL-1472-5177-02 -Load leveler shim type 02	100	EA	$TBD	$TBD	By 11/27/2026
3	AL-1472-5177-03 -Load leveler shim type 03	100	EA	$TBD	$TBD	By 11/27/2026
4	AL-1472-5177-04 -Load leveler shim type 04	100	EA	$TBD	$TBD	By 11/27/2026
5	AL-1472-5177-05 -Load leveler shim type 05	100	EA	$TBD	$TBD	By 11/27/2026
Total Production Items					**$TBD**	
Total					**$TBD**	

Work Package # 3						
First Articles						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	Airloc™ 515-KSKC - Airloc™ load leveler	10	EA	$TBD	$TBD	By 08/03/2026
Batch1						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	Airloc™ 515-KSKC - Airloc™ load leveler	55	EA	$TBD	$TBD	By 09/03/2026
Batch 2						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**

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1	Airloc™ 515-KSKC - Airloc™ load leveler	55	EA	$TBD	$TBD	By 09/19/2026
Batch 3						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	Airloc™ 515-KSKC - Airloc™ load leveler	55	EA	$TBD	$TBD	By 10/03/2026
Batch 4						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	Airloc™ 515-KSKC - Airloc™ load leveler	55	EA	$TBD	$TBD	By 11/27/2026
Total All Batches					**$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 titled Shipping Requirements.

Acceptance

Acceptance of the items described above is based upon successful completion of the acceptance criteria per the Statement of Work (SOW) AL-1920-2538 Titled SOW SR ALIGNMENT SYSTEM 3 WKPKGS, Rev. A dated 06/03/2026, incorporated into this Subcontract.

Notice to Proceed

The following documents shall be submitted to the University prior to shipping. Acceptable documents, as determined by the University, must be submitted, and a Notice to Proceed must be issued before any work may commence, unless otherwise noted.

1. Completion of the pre-shipment documentation review.
2. Conformity with BOM specifications, quantities, and conditions.
3. All required QA documentation, including inspection documentation.
4. All applicable non-conformance or deviation documentation, if any.

ARTICLE 2 – PRICE AND PAYMENT

Fixed Price

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

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/.

Invoices

- The Subcontractor shall email invoice(s) directly to the LBNL Accounts Payable Office at APInvoice@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.

- 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.

Payment Terms

All invoices except the final invoice shall be payable within 15 days of receipt if the invoice submission is in compliance with the subcontract requirements for invoicing; 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.

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. The modification may be executed at any point during the term of the Subcontract. The Subcontractor will be notified of the University's intent to extend the term by a written notice sent at least thirty (30) days before the expiration

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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. At its election, the University reserves the right to renegotiate lower pricing before exercising the options of this Agreement.

Work Package 1 Optional Items (1.1 & 1.2)						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1889-5173 - **Optional Spares (1.1)**	3	EA	$TBD	$TBD	By 01/27/2027
2	AL-1889-5173 - **Optional Spares (1.2)**	3	EA	$TBD	$TBD	By 01/27/2027
Total					**$TBD**	

Work Package 2 Optional Items (2.1)						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	AL-1472-5177-01 -Load leveler shim type 01- **Optional Spares 2.1**	25	EA	$TBD	$TBD	By 11/27/2026
2	AL-1472-5177-02 -Load leveler shim type 02 - **Optional Spares 2.1**	25	EA	$TBD	$TBD	By 11/27/2026
3	AL-1472-5177-03 -Load leveler shim type 03 - **Optional Spares 2.1**	25	EA	$TBD	$TBD	By 11/27/2026
4	AL-1472-5177-04 -Load leveler shim type 04 - **Optional Spares 2.1**	25	EA	$TBD	$TBD	By 11/27/2026
5	AL-1472-5177-05 -Load leveler shim type 05 - **Optional Spares 2.1**	25	EA	$TBD	$TBD	By 11/27/2026
Total					**$TBD**	

Work Package 2 Optional Items (2.2)						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**

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1	AL-1472-5177-01 -Load leveler shim type 01- **Optional Spares 2.2**	25	EA	$TBD	$TBD	By 11/27/2026
2	AL-1472-5177-02 -Load leveler shim type 02 - **Optional Spares 2.2**	25	EA	$TBD	$TBD	By 11/27/2026
3	AL-1472-5177-03 -Load leveler shim type 03 - **Optional Spares 2.2**	25	EA	$TBD	$TBD	By 11/27/2026
4	AL-1472-5177-04 -Load leveler shim type 04 - **Optional Spares 2.2**	25	EA	$TBD	$TBD	By 11/27/2026
5	AL-1472-5177-05 -Load leveler shim type 05 - **Optional Spares 2.2**	25	EA	$TBD	$TBD	By 11/27/2026
Total					**$TBD**	

Work package 3 Optional Items (3.1)						
Item #	**Item ID/Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Amount**	**Delivery Schedule:**
1	Airloc™ 515-KSKC - Airloc™ load leveler - **Optional Spares (3.1)**	5	EA	$TBD	$TBD	By 11/27/2026

ARTICLE 4 – SUBCONTRACT ADMINISTRATION

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.

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 written modification signed by the authorized representatives of both parties.

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Technical Representative

Tech Rep. 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.

Tech Rep.
techrep@lbl.gov
(510) 486-XXXX

Technical Direction and Changes

Performance of the work under this Subcontract shall be subject to the technical direction of the University Technical Representative. The Subcontractor shall promptly proceed with the performance of the technical direction of the nature prescribed by this article issued by the University Technical Representative.

The term "technical direction" is defined to include directions to the Subcontractor within the Scope of Work of the Subcontract which: (1) clarify the desired work emphasis between work areas or tasks; (2) direct the pursuit of certain lines of inquiry; (3) assist in the interpretation of drawings, specifications, or technical portions of the work description; or (4) fill in details necessary to perform and complete the Scope of Work. All technical direction must be issued in writing by the University Technical Representative.

The University Technical Representative is not authorized to issue any technical direction which would: (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work, the fixed fee, or the time required for performance of the work; (5) change any expressed term or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor's ability to perform and complete the work.

Any such technical direction must first be authorized by a written modification to this Subcontract issued by the University Procurement Representative, as provided in the clause of these General Provisions entitled Changes.

If any instruction or direction by the University Technical Representative falls within one of the types described in the paragraph above, the Subcontractor shall not proceed to act on such technical direction and shall promptly notify the University Procurement Representative. Upon receipt of a notification from the Subcontractor, the University Procurement Representative shall promptly advise the Subcontractor either that, in accordance with the Changes clause: (1) the technical direction is within the general scope of the Subcontract and does not constitute a change and to proceed to act on such technical direction; or (2) the technical direction is not within the general scope of the Subcontract or would constitute a change, and to not act on such technical direction unless and until the University issues a written modification to the subcontract.

Closeout

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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, and no Subcontractor Acquired Property is anticipated. The Subcontractor is not authorized to acquire, fabricate, or provide any tangible personal property items 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 and 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

Shipping Terms

The shipping terms are FOB Destination, Freight Prepaid and Add. All shipments shall be shipped via the Subcontractor's vehicles or a licensed common carrier selected by the Subcontractor, at the University's expense.

Shipping Value

Items shall be shipped at the maximum declared value for the lowest applicable transportation rate or classification, and the bill of lading shall note it as such.

Shipping Cost

Airway bills shall be marked with the appropriate "Government Package" entry. Shipping costs in excess of those per the shipping instructions specified in the Subcontract shall be deducted from the Subcontractor's invoice.

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
Berkeley, CA 94720

Shipping Point

The shipping point is: TBD

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ARTICLE 7 – REPORTS

Type of Reports

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

- Reports as identified within the Statement of Work
  Reports as identified within the Statement of Work (SOW) AL-1920-2538 Titled SOW SR ALIGNMENT SYSTEM 3 WKPKGS, Rev. A dated 06/03/2026, Section 4.2 - Reporting/communication requirements, shall be prepared and submitted in accordance with the instructions provided therein.

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

Recipient	Mail Stop	Email
Technical Representative	TBD	TBD@lbl.gov
Martha G. Grausz	90R1121-PROC	mggrausz@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 the 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.

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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

The Laboratory is subject to several interacting initiatives and federal and DOE requirements related to sustainability, including waste reduction, Recycled Content Products (EPA Designated Products), Biobased (BioPreferred®), energy efficient products (EnergyStar®), environmentally preferable and energy efficient electronics (Federal Energy Management Program (FEMP) Designated Products), and Non-Ozone Depleting Alternative Products (SNAP). The Laboratory also implements State of California requirements on packaging and electronic waste recycling.

The subcontractor must deliver products and services in compliance with this article which implements the requirements of DOE's Sustainable Acquisition Program, as well as other federal- and state-mandated sustainability requirements.

In the performance of this Subcontract, the Subcontractor must 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 herein, the General Provisions, and the intended end use of the products or services.

The subcontractor must maximize, to the extent feasible, the procurement of materials and operations with lower embodied emissions and alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons.

The subcontractor must minimize, to the extent feasible, the supply of products and services determined by the EPA to be contaminants of emerging concern (CEC), including pharmaceuticals and personal care products and CECs found therein.

The subcontractor must minimize the supply of products with toxic and hazardous characteristics, and minimize the generation of toxic and hazardous waste, to the maximum extent practicable.

E-Waste Recycling Requirements. All recyclers of electronic equipment must be e-Steward certified by the Basel Action Network (BAN).

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For any equipment removed by the subcontractor and scheduled to be refurbished or recycled, the subcontractor must attest that those actions will be handled by a refurbisher or recycler that is third-party certified to one of the known electronics recycling certification programs that is used in the United States, the Responsible Recycling Standard (R2) or the E-Stewards Standard.

State of California sustainable procurement information can be found at: https://ucop.edu/procurement-services/for-suppliers/sustainable-procurement/sustainable-procurement-training-resources.html

Questions regarding these sustainable acquisition requirements may be directed to the Laboratory Sustainable Procurement Representative (Business-Assurance-Sustainable@lbl.gov).

Packaging

The subcontractor must minimize the supply of single use items including single-use plastic foodware (e.g., plates, cups, utensils, beverage bottles and bags).

The subcontractor must make 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 must use every reasonable effort to use cardboard and paper-based packaging materials for shipments to the Laboratory.

Packaging Requirements

All packaging must be compliant with the California Toxics in Packaging Prevention Act (California AB 455). and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the Laboratory requires that all packaging meet ***at least one*** of the criteria listed below:

- Uses bulk packaging;
- Uses reusable packaging (e.g., totes reused by delivery service for next delivery);
- Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
- Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
- Uses locally recyclable or certified compostable material.

Foam packaging is prohibited as follows:

- Foam Ban – Food Service Packaging - The Laboratory does not allow packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- Foam Ban – Product Packaging - The Laboratory prohibits all subcontracted and non-subcontracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to the Laboratory. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e., EPS), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam.

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Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

ARTICLE 11 – FIRST ARTICLE APPROVAL

The Subcontractor shall deliver to the University for testing the first article units AL-1889-5173 -SR Alignment BOM (Work Package 1), AL-1472-5177-01 -Load leveler shim type 01, AL-1472-5177-02 -Load leveler shim type 02, AL-1472-5177-03 -Load leveler shim type 03, AL-1472-5177-04 -Load leveler shim type 04, and AL-1472-5177-05 -Load leveler shim type 05 (Work Package 2), as stated in Article 1 of this Subcontract.

The shipping documentation shall contain this Subcontract number and the item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this Subcontract.

Within 2 weeks after receiving the first article, the University shall notify the Subcontractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Subcontractor from complying with all requirements of the specifications and all other terms and conditions of this Subcontract. A notice of conditional approval shall state any further action required of the Subcontractor. A notice of disapproval shall cite reasons for the disapproval.

If the first article is disapproved, the Subcontractor, upon the University's request, shall submit an additional first article for testing. After each request, the Subcontractor shall make any necessary changes, modifications, or repairs to the first article or select another unit for first article testing. All costs related to these tests are to be borne by the Subcontractor, including any and all costs for additional tests following a disapproval. The Subcontractor shall furnish any additional first article under the terms and conditions and within the time specified by the University. The University shall act on the first article within the time specified in paragraph C, above. The University reserves the right to require an equitable adjustment of the Subcontract price for any extension of the delivery schedule or for any additional costs to the University related to these tests.

If the Subcontractor fails to deliver any first article on time, or the University disapproves any first article, the Subcontractor shall be deemed to have failed to make delivery within the meaning of the termination for default provisions of this Subcontract.

If the University does not act within the time specified in paragraph C or D, above, the University shall, upon timely written request from the Subcontractor, equitably adjust the delivery or performance dates and/or the Subcontract price, and any other subcontractual term affected by the delay.

Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the Subcontract quantity is at the sole risk of the Subcontractor. Before first article approval, the costs thereof shall not be allocable to this Subcontract for (1) progress payments, or (2) termination settlements if the Subcontract is terminated for the convenience of the University.

The Subcontractor shall produce both the first article and the production quantity at the same facility.

The Subcontractor shall remove and dispose of any first article from the University test facility at the Subcontractor's expense if the first article is not included in the subcontract purchased quantity or is rejected by the University.

SAMPLE

ARTICLE 12 – REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE

The Federal Acquisition Regulation clause FAR 52.227-14, RIGHTS IN DATA-GENERAL, is incorporated by reference as part of this Subcontract. Under the clause, the Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. By acceptance or performance of this Subcontract, the Subcontractor certifies that none of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software. If the Subcontractor believes data to be provided for fulfilling the data delivery requirements under this Subcontract qualify as limited rights data or restricted computer software, the Subcontractor must notify the University procurement representative and the University technical representative identified in the Subcontract, within 10 days of award, and identify such data.

ARTICLE 13 – 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-1920-2538 Titled SOW SR ALIGNMENT SYSTEM 3 WKPKGS, Rev. A dated 06/03/2026

ARTICLE 14 – 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/.
General Provisions for Commercial Supplies & Services, dated 12/12/25

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.

(END OF SCHEDULE OF ARTICLES)

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