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(For Non-Commercial Awards Of $10,000 And Over)

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APPENDIX A

ARGONNE NATIONAL LABORATORY

ANL-71T (February 27, 2014)

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Termination For Convenience Of The Laboratory (Oct 1999)
Federal, State, And Local Taxes (Apr 2003)
Integrity Of Unit Prices (Oct 2010)
Walsh-Healey Public Contracts Act (Jun 2011)
Contract Work Hours And Safety Standards Act
Laboratory-Furnished Property (Oct 1999)
Subcontracts For Commercial Items (Jul 2013)
Assignment And Subcontracting (Oct 1999)
Permits Or Licenses (Oct 1999)
Inspection Of Services (Aug 1996)
Responsibility For Supplies (Oct 1999)
Warranty Of Services (May 2001)
1. ACCEPTANCE (OCT 1999)

Acceptance of this Purchase Order (hereinafter called the “contract”) must be in accordance with and strictly limited to the Terms and Conditions contained herein. An attempted acknowledgement or acceptance which contains provisions conflicting or additional to the Terms and Conditions herein set forth or which vary any term or condition shall have no force or effect. Performance by the contractor without such effective acknowledgement shall be performance in accordance with the Terms and Conditions of this contract.

2. PAYMENTS (FEB 2004)

(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Laboratory if:

1. The amount due on the deliveries warrants it; or
2. The contractor requests it and the amount due on the deliveries is at least $1,000 or 5 percent of the total contract price.

(b) Property.

1. Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, “IDENTIFICATION,” that has been purchased by the contractor in the performance of the contract for which cost the contractor is entitled to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.

2. All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661. THE LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.)

(c) Submission of Transportation Documents

1. The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid —

(A) By the Contractor and added to the invoice for contractor supplied goods and/or services.

(B) By a first-tier subcontractor and added to the invoice for contractor supplied goods and/or services.

2. Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained on-site by the Contractor and made available for on-site audits.

3. Contractors shall submit the above referenced transportation documents with Contractor’s invoice to Argonne National Laboratory, 7900 South Cass Avenue,Accounts Payable Building 201, Lemont, IL 60439.

3. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of laboratory contract numbers for all laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

4. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Applicability...

1. This clause applies to all contracts (except for commercial items) in excess of $500,000.

(b) Definition.

1. Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligible criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the job position is available.

2. Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(d) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

5. COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding that the person or agency will receive, for a contingent fee, for themselves or their associates, any thing of value from a bona fide employee or agency. For breach or violation of this warranty, the Laboratory shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

“Bona Fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

6. EQUAL OPPORTUNITY (MAR 2007)

(a) Definition. “United States,” as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $500,000, the Contractor shall comply with the provisions of this clause for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(c) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with the labor market opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(d) The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

(i) Employment;

(ii) Upgrading;

(iii) Promotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation;

(viii) Discipline;

(ix) Selection for training, including apprenticeship.

3. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

4. The Contractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, inform all qualified applicants that they will receive consideration for employment without regard to race, color, religion, sex, or national origin.

5. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

6. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

7. The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 120 (EEO-1), or any successor form, as provided in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

8. The Contractor shall permit access to its personnel, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertaining to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

9. If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked involving regular in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

10. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon subcontractor or vendor.

11. The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

This clause applies to all subcontracts with a value in excess of $100,000 unless exempted by rules, regulations, or orders of the Secretary of Labor.

(a) Definitions. As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “other protected veteran,” and “recently separated veteran,” have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.
(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
1. The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.
2. The total number of employees in the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
3. The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
(c) The Contractor shall report this information by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."
(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.
(e) The employment activity report required by paragraph (c) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent payroll period preceding the ending date selected for the report. Contractors may select an ending date—
(1) As of the end of any pay period between July 1 and August 31 of the year the report is being submitted.
(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission for a subsequent 12-month period.


Notices
The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.
(1) The Contractor shall immediately list all employment openings that exist at the time of the publication of this clause and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at before expiration of this contract as a result of the termination of employment of other veterans the Contractor is required to list with the appropriate employment service delivery system.
(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recent employment source or any other sites or system of listing a job for hiring from any group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in respect thereto.
(3) Whenever the Contractor becomes contractually bound to the listing of terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Marianas Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
(e) Postings.
(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
(2) The employment notices shall—
(i) State the rights of applicants and employees as well as the Contractor's obligations; and
(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs.
(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
(4) The Contractor shall notify each labor union or representative of workers with which it contracts of all nonexempt positions. These notices shall be provided by the Director, Office of Federal Contract Compliance Programs.
(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Contractor may be subject to appropriate enforcement actions, including, but not limited to, those sanctions (see 41 CFR 60-300.66) which may include—
(1) Withholding payments; and
(2) Debarment of the Contractor.

Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.
and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

Subcontracts.

(1) The Contractor shall include the substance of this clause, including paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless, for the reasons set forth in the orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supply or subcontract notices in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Office of the Secretary, to enter into such litigation to protect the interests of the United States.

10. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR2010)

(Applies to Contracts Equal to or Greater Than $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers, and it provides contact information to the National Labor Relations Board (www.nlrb.gov), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the prescribed notice conspicuously in plants and offices where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically. Obtaining Copies of the Notice of Employee Rights Under Federal Executive Order 13496 Notice of Employee Rights, in Adobe Reader (.pdf) format, can be downloaded from the link:


If you are not able to download the notice, or if you seek a hard copy of the notice, you can send a request to olms-public@dol.gov or call (202) 693-0123. Contractors may also reproduce and use exact duplicates of the official notice.

- Notice of Employee Rights Under Federal Labor Laws - 11x17-one-page format (PDF)
- Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

11. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101(b)), sold in substantial quantities in the commercial marketplace; and

(ii) Offered to the Government, without modification, in the same form as it is sold in the commercial marketplace; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as described at 2.101(b), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, task orders, delivery orders, purchase agreements, and modification of a previously awarded contract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services for a prime contract or subcontract.

“United States”, as defined in 8 U.S.C. 1101(a)(36), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll as a Federal Contractor in E-Verify within 30 calendar days after contract award.

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to perform employment eligibility verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3)(ii) of this section).

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days of the employee’s assignment date, or as otherwise provided by the Department of Homeland Security (DHS) in compliance with Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees.

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3)(ii) of this section).

(B) Enrolled less than 90 calendar days. The Contractor shall, within 30 calendar days of enrollment as a Federal Contractor in E-Verify, initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3)(ii) of this section).

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 30 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(i)(C) of this section).

12. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

This clause applies to all subcontracts with a value in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities in a manner that affords them equal opportunity for employment in all employment practices as --.

- Recruitment, advertising, and job application procedures.

- Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring.

- Rates of pay or other forms of compensation.

- Changes in compensation.

- Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists.

- Leaves of absence.

- Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

- Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence for pursuit of training.

(b) Noncompliance.

(1) The Contractor shall notify each labor union or representative of workers with which it is bargaining of its nondiscrimination policies and procedures.

(2) The Contractor shall post the following in a conspicuous place in each of its places of business and shall ensure that such notices are posted or displayed in a manner that will permit employees and applicants for employment to observe them.

(3) The Contractor shall provide to any labor union, representatives of workers, or representatives of applicants for employment who request it, certification of the nondiscrimination policies and procedures adopted by the Contractor.

(4) If the Contractor does not comply with the requirements of this clause, the Department of Labor may require the Contractor to take appropriate action to end such noncompliance.
13. CLEAN AIR AND WATER (APR 1984)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.). "Clean air Act" means used in this clause, means:
(1) Any enforceable rules, regulations, standards, limitations, orders, controls, permit requirements, practices, work plans, or other contracts contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738,
(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7411(d)),
(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) and 7411(d)),
(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)),
(5) "Clean air standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contract in a permit issued to a discharge by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
(6) "Clean air Act," as used in this clause, means Clean Air Act (33 U.S.C. 1251 et seq.).

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria
(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, permit requirements, practices, work plans, or other contracts contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738,
(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7411(d)),
(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) and 7411(d)),
(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)),
(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) or any of its owned or operated facilities used in the performance of this contract or any of its owned or operated facilities used in the performance of this contract is no longer exempt —
(1) The Contractor shall notify the Laboratory Procurement Representative; and
(2) The Contractor shall provide to the Laboratory Procurement Representative any of the information required by the Laboratory Procurement Representative to terminate this clause.

(d) The Contractor shall notify the Laboratory Procurement Representative if there has been a change affecting the quantity of activity, or the characteristics and condition of the activity, or that cause the Contractor to become no longer exempt.

16. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *days prior to the delivery of, or prior to completion of any service required by this contract, of items containing radioactive materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) The Contractor shall notify the Laboratory Procurement Representative if there has been a change affecting the quantity of activity, or the characteristics and condition of the activity, or that cause the Contractor to become no longer exempt.

17. PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

(a) Definitions. As used in this clause —
(1) "Air Act" means the Clean Air Act (42 U.S.C. 7401 et seq.).
(2) "Air carrier" means a person engaged in the transportation of persons or property, for hire or reward, by air, and includes a person engaged in the transportation of persons or property to the extent such transportation is incidental to the transportation of persons or property for hire or reward, by air.
(3) "Air Act," as used in this clause, means Clean Air Act (33 U.S.C. 1251 et seq.).

(b) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation of personnel (and their personal effects) or property, to disallow expenditures from funds, appropriated or otherwise established for international air transportation of personnel (and their personal effects) or property, to the extent that service by that carrier is available at rates that are fair and reasonable for privately owned U.S.-flag carriers.

(c) The Contractor shall notify the Laboratory Procurement Representative if there has been a change affecting the quantity of activity, or the characteristics and condition of the activity, or that cause the Contractor to become no longer exempt.

18. PREFERENCE FOR PRIVATELY OWNED U.S. — FLAG COMMERCIAL VESSELS (FEB 2006)

(a) Except as provided in paragraph (c) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 12413) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers).

(b) The Contractor shall notify the Laboratory Procurement Representative if there has been a change affecting the quantity of activity, or the characteristics and condition of the activity, or that cause the Contractor to become no longer exempt.

19. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Applies to contracts exceeding $100,000 (including all options).

(b) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 of the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11231(a) and (g)), and section 6907 of the Pollution Prevention Act of 1990 (40 CFR 372.65).

(c) The Contractor shall file for each facility subje ct to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(d) The Contractor shall file for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subaward or purchase order under this contract that may involve international air transportation.
The Contractor shall submit the substance of this clause, including this paragraph (d), in all subcontract or purchase orders under this contract, except those described in paragraph (a).

The Contractor shall submit the subcontracting plan as required by this paragraph. In the event the plan is approved, the plan must be separate and clearly distinguishable from the basic contract. The plan shall be updated and include changes in subcontracting goals and the name of the individual employed by the offeror who will sign and implement the plan.

The plan shall include the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business, and women-owned small business concerns.

2. A statement of-

   a. The types of small disadvantaged, veteran-owned, and women-owned small business concerns that will be subcontracted under this plan.

3. An identification of the types planned for subcontracting to-

   a. Small business concerns;
   b. Veteran-owned small business concerns;
   c. Service-disabled veteran-owned small business concerns;
   d. HubZone small business concerns;
   e. Small disadvantaged business concerns;
   f. Women-owned small business concerns.

4. A description of the method used to develop the subcontracting goals in paragraph (a). The offeror may rely on the information contained in SAM, existing company source lists, the System for Award Management (SAM), and other public sources for the purposes of determining the types of small disadvantaged business concerns available for subcontracting under this clause.

5. A description of the principal types of supplies and services to be subcontracted, and an identification of the types of small disadvantaged business concerns available for subcontracting under this clause.

6. A description of the method used to develop the subcontracting goals in paragraph (a) of this clause.

7. A description of the method used to identify potential sources for subcontracting purposes (e.g., existing company source lists, the System for Award Management (SAM), and other public sources for the purposes of determining the types of small disadvantaged business concerns available for subcontracting under this clause).

8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for contracts.

9. A description of the efforts the offeror will make to ensure that subcontractors identified as "minority-owned small business concerns" are subcontracted to minority-owned small business concerns, and a description of the method used to identify potential sources for subcontracting purposes (e.g., existing company source lists, the System for Award Management (SAM), and other public sources for the purposes of determining the types of small disadvantaged business concerns available for subcontracting under this clause).

10. Assurances that the offeror will-

   a. Cooperate in any surveys or studies as may be required.
   b. Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan.
   c. Submit the Individual Subcontracting Report (ISR) and the Summary Subcontract Report (SSR) in accordance with paragraph (l) of this clause using the Electronic Subcontract Reporting System (eSRS) at [http://www.esrs.gov]. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small disadvantaged business concerns). Service-disabled veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HubZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns for each subcontractor (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and the subcontractor's self-certification status for each subcontractor.
ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eISRS when submitting their ISRs; and
vi. Require that each subcontractor with a subcontracting plan provide the prime contractor with its DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISR. ISRs with any subcontractor deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual contracts.

A. Whether small business concerns were solicited and if not, why not;
B. Whether veteran-owned small business concerns were solicited and, if not, why not;
C. Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
D. Whether HUBZone small business concerns were solicited and, if not, why not;
E. Whether small disadvantaged business concerns were solicited and, if not, why not;
F. Whether women-owned small business concerns were solicited and, if not, why not;
G. If applicable, the reason award was not made to a small business concern.

In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
A. Search for a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all ‘make-or-buy’ decisions.
B. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
C. If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns, subcontracting plans for subcontracts performed outside the United States and its outlying areas should be submitted to the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.
1. ISR. This report is not required for commercial plans. The report is required for each subcontractor containing an individual report (ISR) which is required by the prime and/or subcontractor. Each paragraph in this contract applies to both the prime and subcontractor.

A. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.
B. The report shall be submitted within 60 days after the end of the Government’s fiscal year.
C. If the report is submitted under a commercial plan and is performing work for more than one executive agency, the contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.
D. The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

21. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns are utilized to the maximum extent practicable. It is a policy of the United States that its prime contractors establish procedures to ensure the timely submissions of reports required under the Procurement Policy of the United States of the Federal Government of which the contractor is a party to the contract. The contractor is to include the subcontracting plans for each subcontractor under its predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.
(c) Definitions. As used in this contract—

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(1) Veteran-owned small business concern—

(i) Means a small business concern—

(1) That the Contractor regards the order as a change order.

(2) In the method or manner of performance of the work;

(3) At the time of acceptance or delivery of the supplies;

(4) In the Government-furnished property or services; or

(5) Whose management and daily business operations are controlled by one or more women.

(2) Women-owned small business concern means a small business concern—

(i) That at least 51 percent owned by one or more women, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(3) SBA small business means a small business concern—

(i) That the Contractor leases property or furnishes or performs services in connection with any subcontract to which a labor dispute may delay the timely performance of this contract;

(ii) Whose management and daily business operations are controlled by one or more women.

(3) The contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract;

(b) In the representation that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.102.

22. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern for accessing the SAM database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsb.sba.gov/search/hsbSearch.cfm;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

23. NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)

(a) If the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately forward all relevant information to the Laboratory, regardless of which company or division of the contractor is involved.

(b) The contractor agrees to insert the substance of this clause, including paragraph (c), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontractor shall provide that in the event its timely performance is delayed or threatened by delay in any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

25. CHANGES (JUNE 2007)

(a) The Contracting Officer may, at any time, without notice to the surety, or by, when written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes—

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) That the Contractor regards the order as a change order.

(b) Any other written or oral order, (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice—

(1) That the situation, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this paragraph (b), if no order, statement or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required by paragraph (b) of this clause unless under protest of issue of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of any claim, unless the Government otherwise specifies, the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after —

(1) Receipt of a written change order under paragraph (a) of this clause or

(2) The furnishing of a written notice under paragraph (b) of this clause.

26. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, the responsibility for the performance of any or all work or services for which payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the authorized Laboratory Procurement Official.

27. WARRANTY OF SUPPLIES (DEC 2011)

The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Energy Consuming Products

When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will provide Energy Star labeled products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever provision is more stringent. The products will be labeled and include the Energy Star logo, which indicates that the product has been independently verified to be energy efficient and cycle cost effective and meet applicable performance standards. Information about these products are available for Energystar.gov at:

http://www.energystar.gov/products and FEMP at:


In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.energystar.gov/ia/energy/greening/greening/greening/index.cfm), the Director of Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/circulars/orders/dispatch/consideration-practices-within-the-doe-acquisition-guide/chapter23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning specified content and product performance and requirements for energy consuming products, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services, and includes reductions for energy-related savings that are available for discounted travel.

28. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal receipt, which shall be evidenced by the Laboratory’s receipt of the supplies or by the Laboratory’s acceptance of the supplies. The Contractor shall take physical possession of all supplies at the time of delivery, the Kit of documentary evidence to the Government of the actual circumstances of delivery. In the event that the Government, or the contractor, is not in agreement with the Lower or delivery of the supplies, the contractor shall not be liable for the cost of such delivery until such time that the contractor is satisfied that title has passed to the Government.

(b) Under paragraph (a) above, the contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, employees, or otherwise while in the possession of the contractor, unless caused by the Government.

29. INSPECTION OF SERVICES (AUG 1996)

(a) Definitions. “Services,” as used in this clause, includes services performed, workplace and material furnished and utilized in the performance of services.

(b) The Contractor shall provide services acceptable to the Laboratory covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be made available to the Laboratory during the contract performance and for as long afterwards as the contract requires.

(c) The Laboratory has the right to inspect and test all services called for by the contract, to which extent required to determine the adequacy of the services provided by the Contractor at all times and places during the term of the contract. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work.

(d) The Laboratory performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, and shall require subcontractors to furnish, without additional charge, a statement to the Laboratory for its approval as to the performance of these duties.

(e) If any of the services do not conform with contract requirements, the Laboratory may require the Contractor to perform the services again in conformity with contract requirements, at no
increase in contract amount. When the defects in services cannot be corrected by performance, the Laboratory may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the necessary action to ensure future performance in conformity with contract requirements, the Laboratory may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Laboratory that is directly related to the performance of such service or (2) terminate the contract for default.

30. PERMITS OR LICENSES (OCT 1999)

Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

31. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

(a) Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. The Laboratory shall be entitled to assign the whole or any part of this contract to the Government in its discretion.

(b) The contractor shall not subcontract any portion of the work hereunder without the prior written approval of the Laboratory. When requesting such approval, the contractor shall furnish the Laboratory with the name of the proposed subcontractor, a description of the work proposed to be subcontracted, and such other information as the Laboratory shall require.

32. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

(a) Definitions. As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101.

"Commercial item contract" means a contract for supplies which include, other than any part of this contract, 

(i) that is entered into for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Buy American Act (41 U.S.C. 6301-6376), if the subcontract offers further subcontracting opportunities.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, appropriate clauses or to take the necessary action to ensure that the following components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) Contractor's Code of Conduct and Ethics and Conduct (Apr 2010) (Pub. L. 111-252, Title VI, Chapter 1 (41 U.S.C. 291 note)); if the subcontract exceeds $15,000.00 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the Civil False Claims Act or of Federal Criminal Law shall be directed to the office of the Inspector General, with a copy to the Contracting Officer.


(iii) 52.219-18, Utilization of Small Business Concerns (Jul 2013) (18 U.S.C. 637(d)(2) and (3)); if the subcontractor offers further subcontracting opportunities. The subcontract (except subcontracts to small business concerns) exceeds $50,000.00 and is otherwise subject to the Buy American Act.

(iv) 52.222-26, Equal Opportunity for Workers with Disabilities (Oct 2013) (Pub. L. 111-3); for each hour worked over 40 hours.

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a)); if flow down is required in accordance with paragraph (b) of FAR clause 52.222-35.

(vi) 52.225-2, Preferential Procurement of Small Business (Oct 2013) (15 U.S.C. 637(d)); if the subcontract is for the performance of construction in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Buy American Act.

(vii) 52.227-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(a)); if the subcontract is for the performance of construction in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Buy American Act.

(viii) 52.225-20, Contractor Performing Private Security Functions Outside the United States (Jun 2010) (22 U.S.C. 3451); if flow down is required in accordance with paragraph (b) of FAR clause 52.247-6.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

33. LABORATORY-FURNISHED PROPERTY (OCT 1999)

(a) The Laboratory shall deliver to the contractor, at the time and locations stated in this contract, the Laboratory-furnished property described in this contract. If that property, suitable for its intended use, is not delivered to the contractor, the Laboratory shall equitably adjust affected provisions of this contract in accordance with the Changes clause when:

(1) The contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Laboratory-furnished property shall remain in the Government. The contractor shall care for, use, and maintain the Laboratory-furnished property only in connection with this contract. The contractor shall retain adequate property control records to substantiate value and usage of the property and shall make such records available for Laboratory inspection at all reasonable times.

(c) When the contractor discovers that the Laboratory-furnished property is not suitable for the performance of this contract, the contractor shall immediately notify the Laboratory and shall:

(1) Submit to the Laboratory for appraisement and disposal; and

(2) Return to the Laboratory any part of the Laboratory-furnished property which is returned.

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2009)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (other than those paid under Federal Acquisition Regulation 23.5) shall, for any workweek within which more than 40 hours of work are performed, pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages as provided in section 13 of the Contract Work Hours and Safety Standards Act. In addition, the Contractor and subcontractor are liable for liquidated damages as provided in section 13 of the Contract Work Hours and Safety Standards Act.
(c) Offers may only be received from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified domestic foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."
public authority, a special district, an intrastate council, a government group representative organization, and any other instrumentality of a local government.

Office or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including any individual who is appropriately designated as a Federal employee by the Office of Personnel Management under 5 U.S.C. 2102 or 2109.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, 5 U.S.C. 552c, appendix 2.

Person means an individual, corporation, company, association, firm, partnership, society, trust, estate, and local government, regardless of whether the organization is for profit or not for profit. This term includes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal funds, payments, or property from the Federal Government.

Reasonable compensation means, with respect to a regularly employed officer or employee of an agency, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

(b) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following circumstances:

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an OSCoA disclosure or OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments Under a Contract or subcontract which affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, and within 30 days an updated disclosure using OMB Standard Form LLL.

(c) Penalties.

(1) An individual who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to the penalty specified at 45 U.S.C. 1954.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(3) Contractors and subcontractors may rely on the representation made by their employees regarding the correctness of disclosures. An imposition of a civil penalty does not prevent the Government from seeking any other remedies.

(4) Contractors and subcontractors may rely on the representation made by their employees regarding the correctness of disclosures. An imposition of a civil penalty does not prevent the Government from seeking any other remedies.

(5) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c)(1) and (2) of this clause, from the awarding Contractor with respect to any subcontractor that awards the subcontract to a third party or for meeting requirements imposed by or pursuant to law.

(6) Each subcontractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.

54. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology website at http://checklists.nist.gov.

55. SECURITY (OCT 2013) (DEVIATION)

Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and DOE data in connection with the award of this contract. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter from unauthorized disclosure, modification, or acquisition. The Contractor shall be responsible for protecting all classified information and all classified matter in the possession of the Contractor or any person under the Contractor's control in connection with the award or performance of this contract. If any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. Upon approval of the retention by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into this contract.

(1) Definitions of Classified Information. The term Classified Information means information that is, or has been determined to be, Restricted Data or Restricted Data Category Information as set forth in Section 1.19 of DOE's December 1980 implementation of Executive Order 12356, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked or designated as classified.

(2) Definition of Restricted Data. The term Restricted Data means data containing special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. Special nuclear material that is neither classified nor special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with the award or performance of this contract is not considered Restricted Data.

(3) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means data that has been removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such data is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(4) Definition of Special Nuclear Material. The term "special nuclear material" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material containing 20 percent or more of 233 or 235; or any other material which cannot be used effectively to manufacture, manufacture, or utilize of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 (Section 142, as amended, of the Atomic Energy Act of 1954).

(5) Definition of National Security Information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, to require protection against unauthorized disclosure, and that is marked or designated as classified.

(6) Definition of Source Material. The term "source material" means material that cannot be used effectively to produce, produce or utilize fissile or fertile material, or material, or special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 (Section 142, as amended, of the Atomic Energy Act of 1954).

(7) Access authorizations of personnel. (i) The Contractor shall permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the regulations and requirements of DOE or its predecessor agencies applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(ii) The Contractor shall, at the time of personnel approval, as defined at 48 CFR 904.401, of an unclassified applicant or unclassified employee, and must test the individual for illegal drugs prior to selecting the individual for a position requiring a DOE access authorization.

(iii) A review must verify an unclassified applicant's or unclassified employee's educational background, work experience, license or professional certification, and any other necessary qualifications, as well as any cleared access that may be acquired during the approval process.

(iv) The information obtained through this review shall include: employment history, education and training, licenses and certifications, and other information that may provide insight into an individual's adherence to security and foreign influence policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology website at http://checklists.nist.gov.

(v) The Contractor shall, at the time of personnel approval, as defined at 48 CFR 904.401, of an unclassified applicant or unclassified employee, and must test the individual for illegal drugs prior to selecting the individual for a position requiring a DOE access authorization.

(vi) A review must verify an unclassified applicant's or unclassified employee's educational background, work experience, license or professional certification, and any other necessary qualifications, as well as any cleared access that may be acquired during the approval process.

(vii) The information obtained through this review shall include: employment history, education and training, licenses and certifications, and other information that may provide insight into an individual's adherence to security and foreign influence policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology website at http://checklists.nist.gov.
(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reissued without a Federal background investigation pursuant to Executive Order 12968. Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d). In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to random, or for cause testing, for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

Whatever an un cleared applicant or un cleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place an individual in such a position prior to the individual’s receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual fails to meet the requirements for receiving an access authorization, the un cleared employee may not be afforded access to classified information or material or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

The Contractor shall maintain a record of information concerning each applicant and employee who is selected for a position requiring an access authorization. Upon request only, the following information will be released to the head of the cognizant local DOE Security Office:

A. The date(s) each Review was conducted;
B. Each entity that provided information concerning the individual;
C. The manner in which the information is obtained in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information collected during the review;
D. A certification that all information collected during the review was collected in accordance with the Contractor’s personnel policies;
E. The results of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or to protect classified information from unauthorized disclosure, or to any Government property that may occur to the Contractor or any person under the Contractor’s control in connection with its activities under this contract, may be agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 3701 et seq.; 18 U.S.C. 793 and 794). Contractors are encouraged to submit this information through the use of the online tool at https://ocrd.doe.gov. When completed the Contractor must print and sign copy of the SF 328 and submit it to the Contracting Officer.

(ii) Foreign Ownership, Control, or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328. Contractors are required to report all changes in any security or influence question set forth in the SF 328, including any changes in subcontract data, to their cognizant security office.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influence.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, a “Surrogate” or “Shadow” entity, the Contractor must comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contractor shall maintain and evaluate this control in default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, or mitigate the foreign ownership, control, or influence problem.

Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of illegal drug use, as defined in 10 CFR 707.4, will be conducted by the employee’s background investigation by the Federal government may be required to obtain an access authorization prior to employment, and subsequent re-investigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence examination.

Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor shall require Subcontractors, if applying for an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in DEFAR 52.223-7, and therefore maintain a foreign ownership, control, or influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For convenience, the type of subcontract, the name of the subcontractor, and the term “Contractor” means the DOE Contracting Officer. If the subcontractor, assigns or請)， the term “Contractor” shall mean Subcontractor and the term “contractor” shall mean subcontract.

47. LABORATORY SITE ACCESS AND FOR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)

Site Access
Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the DOE Contracting Officer. All non-U.S. nationals seeking on-site access that grant access to DOE sites shall be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assignees (on site for more than 30 days in a 12-month period). A certified host must be assigned for each non-U.S. national. DOE prohibits the site visits of non-U.S. nationals with a minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive assignment or visit, or 24 hours for any other type of visit.

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and access to a non-security area of the Laboratory or access to a sensitive subject, at least 30 days advance notice should be provided to Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE indices check can be completed prior to approval. In such cases, a specific proposal is required and is submitted to the Laboratory’s Contracting Officer with the ANL-593 form requesting the visit by the Hosting Division. An indices check normally takes 30 days after completion of all required pre-clearance documents, but can take considerably longer (once obtained), the indices check is necessary.

For visits or assignments involving a foreign national from a “Terrorist Supporting Country”, which currently includes Cuba, Iran, Libya, North Korea, Sudan, Syria, specific approval of the visit/assignment by the Secretary of Energy or his designee is required. This approval, if granted, may take up to one year after the final approvals have been processed. The timeframe indicated above shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery period.

For assistance in preparing a request, contact the Argonne Technical investigator associated with your activity.

Export Participation
Due to Department of Energy directives and department of Commerce regulations, persons who are born in (and who are not naturalized U. S. Citizens) or are citizens of any “Terrorist Supporting Country” may be denied access and/or participation in activities with Argonne National Laboratory.

The requirement is to be flowed-down to all subcontractors at any tier.

48. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and information being transmitted under the performance of this contract may be used, processed, or disposed of by the Government or re-export or re-import. This includes exported goods which are any communication of technical data to a foreign national or entity, whether it takes place through conversations, written communications, technical information (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking is an export. If a foreign national observes equipment or documents within the Laboratory, the contractor understands that the equipment or data has been exported. It is solely the contractor’s obligation to obtain all appropriate export licenses, keep records, and comply fully with export control statutes and regulations authorized by appropriate government license or regulation; contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violations of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

49. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (Nov 2002)

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear non-proliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempted from U.S. export control regulations, the Laboratory must abide by all the export control laws and regulations to ensure its compliance with export control statutes.

An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies.

Prior to transfer, verify that the technology, information, and/or commodities fall into one of the following categories:

- Fundamental research and information resulting from fundamental research
- Patent applications
- Published information and software (publicly available) education information
- Technical data

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export. To obtain a license, you do not have to export the item. Export control regulations, or the classification of technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to leaving the United States, you are committing a violation of export control statutes and regulations. Those that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

50. ENVIRONMENTAL PROTECTION (oct 1999)

In performing this contract the contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

51. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(b) The contractor shall or insert the substance of this clause, including this paragraph (b), in all subsequent subcontracts, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

52. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEPT 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections for the workforce of contractors under 41 U.S.C. 704, as described in section 9008 of the Federal Acquisition Regulation.

(b) The contractor shall insert the substance of this clause, including this paragraph (c), in all subsequent subcontracts under the simplified acquisition threshold.
53. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) – 54.

Applicable To Contracts That Exceed $30,000 In Value

(a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause—

(1) Means any item of supply (other than—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101); and

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract, or its ter- tion, in any form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1946 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The contractor or subcontractor debarred or obligated to protect the Government’s interest. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract; or

(2) Be in violation of the policies of paragraph (c). "Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person—

(i) For the purpose of engaging the person in prostitution or any other commercial sex activity; or

(ii) For the purpose of involuntary servitude, peonage, or debt bondage; or

(iii) For the purpose of involuntary servitude, peonage, or debt bondage; or

(4) Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero-tolerance policy regarding contracting officer’s debarred or obligated to protect the Government’s interest. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract; or

(2) Be in violation of the policies of paragraph (c). "Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person—

(i) For the purpose of engaging the person in prostitution or any other commercial sex activity; or

(ii) For the purpose of involuntary servitude, peonage, or debt bondage; or

(iii) For the purpose of involuntary servitude, peonage, or debt bondage; or

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value, to determine, in writing, whether as of the time of award of the subcontract, or its principals, or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A contractor or subcontractor that the Contractor may notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for the System for Award Management (SAM)). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being in SAM.

(3) Any compelling reasons for doing business with the subcontractor notwithstanding its inclusion in the SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds $30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

54. COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

"Coercion” means—

(1) Threats of serious harm or to physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that to perform an act would result in serious harm to or physical restraint against any person;

(3) The abuse or threatened abuse of the legal process;

(4) "Commercial sex act” means an act of sexual conduct for which—

(1) Safeguards for information and subjects of allegations. The Contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct rather than a good faith determination of research misconduct. The contractor’s good faith administration of this clause and adherence to the requirements of paragraphs (f), in all subcontracts.

55. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this clause and, the conduct of inquiries, investigations, and adjudications of allegations of research misconduct. The contractor shall take or plan to take appropriate corrective actions as a result of the investigation and any subsequent adjudication. When an investigation is complete, the contractor will forward the final investigative report to the Government, the investigative report, any recommendations made to the contractor’s adjudicating official, the adjudicating official’s decision and notification of any corrective action taken or planned to be taken or written response substituting for such action.

(b) The Contractor’s knowledge of the reasons for the subcontractor being in SAM.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value, to determine, in writing, whether as of the time of award of the subcontract, or its principals, or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A contractor or subcontractor that the Contractor may notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for the System for Award Management (SAM)). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being in SAM.

(3) Any compelling reasons for doing business with the subcontractor notwithstanding its inclusion in the SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds $30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.
60. The contractor shall include this clause in every subcontract and purchase order that is

accounts. The Contractor shall maintain a separate and distinct set of accounts, records,

subcontracts. The Contractor shall insert the substance of this clause, including this

inspection and audit of accounts and records. All books of account and records relating to this

segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest

subject to the Equal Opportunity clause of this contract.

and without giving appropriate credit.

“Plagiarism” means the appropriation of another person’s ideas, processes, results, or words

without giving appropriate credit.

“Research” means all basic, applied, and demonstration research in all fields of science,

education, linguistics, medicine, psychology, social sciences statistics, and research involving human

“Research Misconduct” means fabrication, falsification, or plagiarism in proposing,

or proposing research, and in reporting research results, but does not include

Research record” means the record of all data or results that embody the facts resulting from

neural cells or animals.

of publication, and journal articles.

By executing this contract, the contractor provides its assurance that it has established an

administrative process for performing an inquiry, mediating if possible, or investigating, and

research misconduct. The contractor must have in place a procedure that will comply with its

requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

56. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2003)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized by

the contractor during the course of work under this contract, the contractor agrees to obtain and maintain

minimum levels of automobile liability coverage for property damage and bodily injury and

such insurance shall be primary.

57. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause—

“Driving” means:

(i) Operating a motor vehicle on an active roadway with the motor running, whether while stopping or temporarily stationary because of traffic, a traffic light, signal, or

(ii) Operating a motor vehicle with or without the motor running when one has pulled over to the side of or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, text email, fax, email, text communication, or engaging in other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(c) The contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(a) Company-owned or contracted vehicles or Government-owned vehicles; or

(b) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

58. INTEGRATION CLAUSE (OCT 1999)

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract and there are no understandings or agreements other than those incorporated into this contract.

59. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest

rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other

rest or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

transportation, and housing facilities provided for employees, that are segregated by

sex, race, age, or any other fact segregated on the basis of race, color, religion, sex, or national

origin because of written or oral policies or employee custom. The term does not include

separate or single-user rest rooms or necessary dressing or sleeping areas provided to

assure privacy between the sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees

any segregated facilities at any of its establishments, and that it does not and will not permit its

employees to perform their services at any location under its control where segregated

facilities are maintained.

(c) The contractor agrees that a breach of this clause is a violation of the

Equal Opportunity clause in this contract.

(d) The contractor shall include this clause in every subcontract and purchase order that is

subject to the Equal Opportunity clause of this contract.

60. ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010)

a. Accounts. The Contractor shall maintain a separate and distinct set of accounts, records,

documents, and other evidence showing and supporting all allowable costs incurred;

collections accruing to the Contractor in connection with the work under this contract, other

applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the

recorded use and disposition of all Government purchased property or items incorporated into the

product or service furnished under the contract by the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles commonly applied.

b. Inspection and audit of accounts and records. All books of account and records relating to this

contract shall be subject to inspection and auditing by DOE, or its designee in accordance with

the provisions of Clause. Access to and ownership of records, at all reasonable times, before

and during the period of retention provided for in paragraph (g) of this clause, and the

Contractor shall afford DOE prompt and full access for such inspection and auditing.

c. Audit of subcontractors' records. The Contractor also agrees, with respect to any subcontractors' records (including fixed price or unit-price subcontract contracts or subcontract orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrangements for such an audit to be performed by the cognizant government audit agency through the Contracting Officer.
**ATTACHMENT I TO SUSPECT/COUNTERFEIT PARTS CLAUSE**

**SUSPECT/COUNTERFEIT PART**

**HEADMARK LIST**

**ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS:**

Grade 5

Grade 8

**GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:**

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Headmarkings are usually raised - sometimes indented.

KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-Yugoslavia

**ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.**

**OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED SEE:**

http://www.saftek.com/worksafe/bull82.txt