## APPENDIX A

**ARGONNE TERMS AND CONDITIONS**  
*(For Non-Commercial Awards Of $10,000 And Over)*

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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 varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgement shall be in 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:

(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 FD-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 FD-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) For 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 shipments charges exceeding $200. Bills of lading not exceeding $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, 9700 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 Officer responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. The 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 contracts number 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.

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

(b) Definition.

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 particular position is available.

(i) Employment;

(ii) Upgrading;

(iii) Transfer;

(iv) Recruitment or recruitment advertising;

(v) Layoff or termination;

(vi) Rights of pay or other forms of compensation;

(vii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and agents for employment by the Contractor, a written statement that explains this clause.

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

(5) The Contractor shall provide, to each labor union or representative of workers with which it has a collective bargaining arrangement or other contract or understanding, the notice required 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 the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 120 (EO-1), or any successor form, as prescribed in 41 CFR part 60-1. If 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 premises, 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 pertinent to compliance with Executive Order 11246, as amended, and rules and regulations implementing 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 further Government contracts, under the procedures authorized in Executive Order 11246, as amended. Any and all sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) Employment;

(ii) Upgrading;

(iii) Transfer;

(iv) Recruitment or recruitment advertising;

(v) Layoff or termination;

(vi) Rights of pay or other forms of compensation;

(vii) Selection for training, including apprenticeship.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not excluded, and each subcontract or purchase order that is not excluded, so that these terms and conditions will be binding on each 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 require the United States to enter into the litigation to protect the interests of the United States.

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 for a contingent fee, except 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 attempts to exert improper influence to solicit or obtain Government contracts or 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 or 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, and Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) The Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited by the Contractor. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(c) The Contractor shall 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 is not limited to –

(i) Employment;

(ii) Upgrading;

(iii) Transfer;

(iv) Recruitment or recruitment advertising;

(v) Layoff or termination;

(vi) Rights of pay or other forms of compensation;

(vii) Selection for training, including apprenticeship.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(e) The Contractor shall provide information necessary to determine the applicability of this clause.

(f) The Contractor shall include in every subcontract or purchase order that is not excluded, and each subcontract or purchase order that is not excluded, so that these terms and conditions will be binding on each subcontractor or vendor.

(g) 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 require 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,” “recently separated veteran,” “armed forces veteran,” “recently separated veteran,” “service-connected veteran,” “active duty service in the Armed Forces during a war,” and “active duty service during a period of war” 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 –

(i) Employment;

(ii) Upgrading;

(iii) Transfer;

(iv) Recruitment or recruitment advertising;

(v) Layoff or termination;

(vi) Rights of pay or other forms of compensation;

(vii) Selection for training, including apprenticeship.

(c) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not excluded, and each subcontract or purchase order that is not excluded, so that these terms and conditions will be binding on each subcontractor or vendor.

(d) 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 require the United States to enter into the litigation to protect the interests of the United States.
8. EQUAL OPPORTUNITY FOR VETERANS (SEP 2019)

This clause applies to all subcontracts with a value of $100,000 or more

(a) Definitions. As used in this clause—

(1) All employment openings—means all positions except executive and senior management,

(2) Armed Forces—means the U.S. military, ground, naval, or air service, or a service participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 2099).

(3) Disabled veteran—means—

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to monetary benefits under part 200, Subpart E of 38 CFR (Governmental and non-Governmental services for veterans, or other service, which is entitled to compensation under 38 U.S.C., as amended); and

(2) Any other person who is a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran.

(2) The Contractor shall take affirmative action to employ, advance in employment, and treat other qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding the recruitment of disabled veterans, if applicable, applicants for employment service delivery system where the opening occurs. Listing employment openings shall be at an establishment of the Contractor other than the one where the contract is being performed.

(3) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of individuals.

(4) 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.

(d) 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 Mariana 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 Contractor shall make employment notices available by virtue of employment, quality disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and all protected veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor.

(g) 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. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

9. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2019)

 Applies To Contracts That Exceed $10,000 in Value

(a) As the term of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding the recruitment of disabled veterans, if applicable, applicants for employment service delivery system where the opening occurs. Listing employment openings shall be at an establishment of the Contractor other than the one where the contract is being performed.

(3) The Department of Labor’s regulations require contractors with 50 or more employees and a contract of $100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing Openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding the recruitment of disabled veterans, if applicable, applicants for employment service delivery system where the opening occurs. Listing employment openings shall be at an establishment of the Contractor other than the one where the contract is being performed.

(3) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of individuals.

(4) 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.

(d) 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 Mariana 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 Contractor shall make employment notices available by virtue of employment, quality disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and all protected veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor.

(g) 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. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.
10. NOTIFICATION OF EMPLOYEES RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR2010)

(AAPLIES 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), Memorandum of Understanding (MOU), and their respective labor agreements. The contractor shall ensure that employees are informed of their rights under the NLRA, and shall comply with any agreements or orders of the Secretary of Labor, or the National Labor Relations Board, that enforces the NLRA.

(b) Enrollment and verification requirements.

Applying to:

1. The Contractor shall not be involved in any way in avoiding the applicability of Executive Order 13496 or this clause.

2. The Contractor shall take such action with respect to any such contractor as may be prescribed by the Secretary of Labor, or the National Labor Relations Board, that enforces the NLRA, including the imposition of sanctions for noncompliance.

4. However, if the Contractor is not an employer 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 Secretary of Labor, to enter into such litigation to protect the interests of the United States.


11. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Applies to:

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item;

(ii) Construction;

Has a value of more than $1,000, and

(iii) Includes work performed in the United States.

In addition to the above requirements, the Contractor shall:

(a) Provide employees with a copy of the Notice of Employee Rights Under Federal Labor Laws - 11x8.5-inch two-page format (PDF) or Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF);

(b) Provide employees with a copy of the Notice of Employee Rights Under Federal Labor Laws - 11x8.5-inch two-page format (PDF) or Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF);

(c) Provide employees with a copy of the Notice of Employee Rights Under Federal Labor Laws - 11x8.5-inch two-page format (PDF) or Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF);

(d) Provide employees with a copy of the Notice of Employee Rights Under Federal Labor Laws - 11x8.5-inch two-page format (PDF) or Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF);

(e) Include a statement in the Notice of Employee Rights Under Federal Labor Laws - 11x8.5-inch two-page format (PDF) or Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF) that:

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item;

(ii) Construction;

Has a value of more than $1,000, and

(iii) Includes work performed in the United States.

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

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

(a) General.

(i) For any procurement in which the governmental agency or the contractor or subcontractor is a Federal agency, the contractor shall not discriminate against any employee or applicant because of physical or mental disability.

(ii) The contractor shall take affirmative action to employ and advance in employment qualified individuals with disabilities.

(iii) The contractor shall provide equal opportunities to individuals with disabilities for the pursuit of an employment relationship with the contractor.

(b) Recruitment and verification requirements.

(i) The contractor shall not use any employment selection technique that screens out or results in the exclusion of applicants or employees because of their disability unless the technique can be shown to be job related for the position.

(ii) The contractor shall take affirmative action to employ and advance in employment qualified individuals with disabilities.

(iii) The contractor shall comply with any applicable laws, rules, or regulations relating to affirmative action for workers with disabilities.

(c) Employment opportunities.

(i) The contractor shall ensure that all applicants and employees are treated fairly and with dignity and respect.

(ii) The contractor shall provide equal opportunities to individuals with disabilities for the pursuit of an employment relationship with the contractor.

(iii) The contractor shall provide equal opportunities to individuals with disabilities for the pursuit of an employment relationship with the contractor.

(d) Noncompliance.

(i) The contractor shall not discriminate against any employee or applicant because of physical or mental disability.

(ii) The contractor shall comply with any applicable laws, rules, or regulations relating to affirmative action for workers with disabilities.

(iii) The contractor shall provide equal opportunities to individuals with disabilities for the pursuit of an employment relationship with the contractor.

(e) Subcontracts.

(i) The contractor shall include the requirements of this clause in each subcontract thereunder.

(f) Affirmative action for workers with disabilities.

(i) The contractor shall ensure that all applicants and employees are treated fairly and with dignity and respect.

(ii) The contractor shall provide equal opportunities to individuals with disabilities for the pursuit of an employment relationship with the contractor.

(iii) The contractor shall provide equal opportunities to individuals with disabilities for the pursuit of an employment relationship with the contractor.

(g) Noncompliance.

(i) The contractor shall not discriminate against any employee or applicant because of physical or mental disability.

(ii) The contractor shall comply with any applicable laws, rules, or regulations relating to affirmative action for workers with disabilities.

(iii) The contractor shall provide equal opportunities to individuals with disabilities for the pursuit of an employment relationship with the contractor.

(h) Subcontracts.

(i) The contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the
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 standards,” as used in this clause, means:

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) Any implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(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) or (d)); and

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if —

(1) The Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year during which the facility becomes eligible; and

(2) The Contractor may request that the Laboratory Procurement Representative or designee —

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Enter in any contract or subcontract that the Contractor may request that the Laboratory Procurement Representative or designee —

(3) To use best efforts to comply with clean air standards and clean water standards in the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

“Compliance,” as used in this clause, means compliance with:

(1) Clean air standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

“Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, used in the performance of a contract or subcontract. Where a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are connected in one geographical area.

“Water Act,” as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as specified in paragraphs (a)(1), (a)(2), and (a)(3) of this clause.

(2) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date this contract was awarded unless and until the Contractor may request that the Laboratory Procurement Representative or designee —

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Enter in any contract or subcontract that the Contractor may request that the Laboratory Procurement Representative or designee —

(3) To use best efforts to comply with clean air standards and clean water standards in the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

14. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

(1) “Energy-efficient product” means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for theENERGY STAR® label or an equivalent national program at the time this contract is awarded, as specified in paragraphs (a)(1) and (a)(2) of this clause; and

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions.

(3) “ENERGY STAR®” means a voluntary partnership program for energy efficiency led by the Environmental Protection Agency.

(4) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) The Contractor agrees:

(1) Not to order, purchase, or use any product that is not an ENERGY STAR® product or FEMP-designated product unless —

(i) The energy-consuming product is not listed in the ENERGY STAR® Program or the FEMP;

(ii) The Contractor obtains use approval from the Contracting Officer; or

(iii) The Contractor otherwise obtains use approval from the Contracting Officer.

(2) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(2).

15. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for 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 (EPCRA) (42 U.S.C. 11023(a) and (g)) and section 313 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 1310). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, an Annual Toxic Chemical Release Inventory Form R throughout the entire life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an Annual Form R if —

(1) The facility does not manufacture or transport to the site any toxic chemicals listed in 40 CFR 372.65, or

(2) The facility does not have 10 or more full-time employees as specified in 40 CFR 372.65.

(c) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 of EPCRA and section 313 of PPA (42 U.S.C. 11023 and 1310), or

(d) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System categories specified in paragraphs (c)(i) through (c)(iv) if under contract to the Department of Energy.

16. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, of the delivery of, or prior to completion of any servicing required by this contract, of any items containing radioactive materials meeting the criteria in paragraph (a) of this clause.

(b) The Contractor agrees:

(i) To include a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) To insert in any contract or subcontract that the Contractor may request that the Laboratory Procurement Representative or designee —

(iii) Enter in any contract or subcontract that the Contractor may request that the Laboratory Procurement Representative or designee —

17. PREFERENCE FOR U.S.-FLAG AIRCARRIERS (JUN 2003)

(a) Definitions. As used in this clause —

(1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

(2) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(4) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) The Contractor agrees:

(1) To acquire and use, to the extent that service by those carriers is available, the services of a U.S.-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(2) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(2).

(c) The contractor number on which the prior notification was submitted and the contracting office to which it was submitted.

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

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) 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 ocean-borne materials, as defined in 40 CFR 372.63, the U.S. Government may be required to transport under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished by awarding contracts, or, if such contracts are awarded, by entering into any agreement with a U.S.-flag vessel operator that involves the transport of such items, located within or outside the United States, that may be transported by ocean vessel are —

(i) Acquired for a U.S. Government agency account

(ii) Furnished to, or for the account of, any foreign nation without provision for reimbursement

(iii) Furnished to the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies

(iv) Acquired with advance of funds, loans, or guarantees made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or
commodities under the conditions set forth in paragraph (a), to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both—
   (i) The Contracting Officer, and
   (ii) The: Office of Cargo Preference, Maritime Administration, 400 Seventh Street, SW Washington, DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies—
   (i) within 20 working days of the date of loading for shipments originating in the United States, or
   (ii) within 30 working days for shipments originating outside the United States.

Each bill of lading copy shall contain the following information:

(A) Name of vessel.
(B) Vessel flag of registry.
(C) Date of loading.
(D) Port of loading.
(E) Port of final discharge.
(F) Description of commodity.
(G) Gross weight in pounds and cubic feet if available.
(H) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontract or purchase orders under this contract, except those described in paragraph (e).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargo carried in vessels as required or authorized by law or treaty;
(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
(3) Shipments of classified supplies when the classification prohibits the use of non-paper transportation in the United States; and
(4) Subcontracts or purchase orders for the acquisition of commercial items unless—
   (i) The contractor is shipping classified goods to non-nion governmental vessels;
   (ii) The contractor is shipping other commercial items to non-U.S. governmental vessels;
   (iii) The contractor is shipping other commercial items to U.S. governmental vessels; or
   (iv) The contractor is shipping other commercial items to U.S. and non-U.S. governmental vessels.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590
Phone: 202-366-2324

19. APPLICABLE LAW [OCT 1999]

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.

20. SMALL BUSINESS SUBCONTRACTING PLAN [JAN 2011]

This clause does not apply to small business concerns.

a. The following is used in this clause:

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation, as defined in the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1611, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the parent corporation, subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(1). The contractor shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

b. The offeror, upon request by the Laboratory Procurement Official, shall submit a subcontracting plan for small disadvantaged business, women-owned small business, veteran-owned small business, small disadvantaged business concerns (including ANC and Indian tribes); and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small businesses, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be negotiated within the time specified by the Laboratory Procurement Official. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

c. The offeror’s subcontracting plan shall include the following:

1. Goals, expressed in terms of percent of purchase value of subcontracted dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, minority-owned small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626.

Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small businesses and small disadvantaged businesses (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribes.

2. A statement of—
   i. Total dollars planned to be subcontracted for an individual contract plan; or
   (ii) Within 30 working days for shipments originating outside the United States.
   (iii) Within 20 working days of the date of loading for shipments originating in the United States.
   (iv) Total value of projected subcontractors to support the sales for a commercial plan;
   (v) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
   (vi) Total dollars planned to be subcontracted to veteran-owned small business concerns;
   (vii) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
   (viii) Total dollars planned to be subcontracted to HUBZone small business concerns;
   (ix) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
   (x) Total dollars planned to be subcontracted to women-owned small business concerns.

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
   i. Small business concerns;
   ii. Veteran-owned small business concerns;
   iii. Service-disabled veteran-owned small business concerns;
   iv. HUBZone small business concerns;
   v. Small disadvantaged business concerns, and
   vi. Women-owned small business concerns.

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

5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veteran services organization, the National Minority Purchasing Council, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small business concerns, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern’s size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business, and that the offeror will require all subcontractors (except small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns) to be small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses. Reporting of subcontracting opportunities, and that the offeror will require all subcontractors (except small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns) to be small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be included in calculating subcontracting goals,

i. Small business concerns (including ANC and Indian tribes);
ii. Veteran-owned small business concerns;
iii. Service-disabled veteran-owned small business concerns;
iv. HUBZone small business concerns;
v. Small disadvantaged business concerns, and
vi. Women-owned small business concerns.

7. The name of the individual employed by the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual.

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 access to subcontracting opportunities, and that the offeror will require all subcontractors (except small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns) to receive subcontracts in excess of $650,000 ($1.5 million for construction of public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

9. Assurances that the offeror will—
   i. Cooperate in any studies or surveys as may be required;
   ii. Submit periodic reports so that the Government can determine the extent of compliance with the subcontract plan;
   iii. Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (i) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.ehrs.gov. The reports shall provide information on subcontract awards for the offeror’s subcontract plan (including all contractors and all small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
iv. Ensure that its subcontractors with subcontracting plans agree to submit the ISRS and/or the SSR using eSRS.

v. Provide its prime contract number, its DUNS number, and the e-mail address of the offeror’s official responsible for acknowledging receipt of or rejecting the ISRSs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the objective ISRSs, and submit ISRSs using the web-based -eSRS system to its subcontractors with subcontracting plans.

vi. Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting ISRSs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the objective ISRSs, and submit ISRSs using the web-based -eSRS system.

11. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business, and women-owned small business concerns.

ii. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business, and women-owned small business concerns.

iii. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business, and women-owned small business concerns are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

iv. Provide adequate and timely consideration of the potentials of small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business, and women-owned small business firms.

v. 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 firms.

vi. Confirm that a subcontractor representing itself as a HubZone small business concern is identified as a certified HubZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

vii. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HubZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included or all of a goal contained in the Contractor’s subcontracting plan.

viii. During the competitive subcontracting process, the small business concern received a small business preference, upon determination of the successful subcontract offeror, the successful subcontract offeror must certify each unsuccessful small business subcontractor offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

ix. A material change on a plant or division-wide basis, unless otherwise directed by the agency.

x. The contractor has a commercial plan, the Contractor may obtain from each of its subcontractors a report on its subcontracting activities for the time period ending March 31 and September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

xi. The subcontract award includes the exception to public law 104-182. The award shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime contractor and subcontractor, if applicable, must certify each subcontractor's report for Small Disadvantaged Businesses. The award shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime contractor and subcontractor, if applicable, must certify each subcontractor's report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a report on its subcontracting activities, including the end- year awards to that subcontractor under its predominant NAICS Industry Subsector.

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, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for the performance of commercial, industrial, or construction work, and shall have the maximum practicable opportunity to participate in the performance of all Federal contracts and subcontracts, whether for commercial work or for non-commercial work. This policy applies to all small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HubZone small business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The contractor further agrees to
cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor’s compliance with this clause.

(c) Definitions. As used in this contract:

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

(2) A ‘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, or a HUBZone small business concern that represents, as of the date of this contract, 51 percent of the stock of which is owned by one or more small disadvantaged business concerns, a service-disabled veteran-owned small business concern, a veterans-owned small business concern, or a woman-owned small business concern.

20. PROVISIONS RELATING TO THE CONTRACTOR’S RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory for the purpose of assuring the quality of supplies delivered hereunder.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory for the purpose of assuring the quality of supplies delivered hereunder.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract specifications, and so incur the Laboratory’s costs for accepting such supplies, that the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory and the Laboratory shall retain the right of acceptance, paragraph (b) above shall apply.

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

(a) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, the Contracting Officer shall make an equitable adjustment and the Contractor shall be reimbursed for the Contractor’s cost of, or the time required for, such change or changes.

(b) If, in the Contractor’s opinion, any order, written or oral, which, as used in this paragraph (b), includes direction, instruction, interpretation or determination, that the Contractor is required to follow under this contract, causes a change in the work, the Contractor shall be treated as a change order under this clause; Provided, that the Contractor gives written notice which is required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defect.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days after receipt of a written notice under paragraph (a) of this clause or (2) furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the nature and amount of the proposal.

(d) No proposal by the Contractor for an equitable adjustment shall be allowed if it is not presented to the Contracting Officer within 30 days of the date of the notice given by the Government to the Contractor.

(e) The Contractor shall be entitled to an equitable adjustment under this clause for all work done as a result of any order, written or oral, which, as used in this paragraph (b), includes direction, instruction, interpretation or determination, that the Contractor is required to follow under this contract, to the extent practicable 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.

(f) If the Laboratory determines that the change order or 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, all reasonable facilities and assistance for the safe and convenient performance of these duties.
33. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

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

(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 (DEC 2010)

(a) Definitions. As used in this clause—

"Commercial item" means the content Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) The Contractor shall include the terms of this clause, including this paragraph (d), in all subcontract s for commercial items.

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

   (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 111-252, Title VI, Chapter 1 (41 U.S.C. 235 note)), if the subcontract exceeds $500,000 and has a performance period of more than 365 days.
   (iii) 52.219-2, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000, the contractor shall notify the small business concerns of the subcontract opportunities.
   (v) 52.222-39, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13498), if fied down is required in accordance with paragraph (f) of FAR clause 52.222-40.
   (vi) 52.227-50, Combatting Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
   (vii) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (Feb 2009) (46 U.S.C. App. 1241 and 12 U.S.C. 2351), if it is required in accordance with paragraph (d) of FAR clause 52.247-64.

(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 all subcontract s 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 specified in this contract. If that property, suitable for its intended use, is not delivered to the contractor, the Laboratory shall equitably adjust provisions of this contract in accordance with the Changes clause where:

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

(b) Laboratory-furnished property shall remain in the Government. The contractor shall use the Laboratory-furnished property only in connection with this contract. The contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Laboratory inspection at all reasonable times.

(c) Upon delivery of Laboratory-furnished property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except:

(1) For reasonable wear and tear;
(2) For the extent property is consumed in performing this contract.

(d) In performing this contract, the contractor shall follow the instructions of the Laboratory regarding the disposition of all Laboratory-furnished property not consumed in performing this contract or previously delivered to the Laboratory. The contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Laboratory. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Laboratory as directed by the Laboratory.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, or the word “Government” (wherever it appears in this clause) shall be construed as “United States Government.”

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of 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 in the amount of 1/10 of 1% of the contract price for each week beyond the 40th hour of work in any workweek in which the overtime violation occurred.

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 local subdivision in which the work under this contract is performed.

35. WALSH-HEaley PUBLIC CONTRACTS ACT (JUN 2011)

Except as otherwise may be approved, in writing, by the Laboratory Procurement Official, the Contractor shall include in all subcontracts, and in all lower-tier subcontracts, the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts under this contract. "If this contract is 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 Walsh-Healey Public Contracts Act (41 U.S.C. 35), there are hereby incorporated by reference all representations and stipulations required by said Act and any implementing regulations of the Secretary of Labor, if the contract for default.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor or subcontractor also shall allow authorized representatives of the Laboratory Procurement Representative or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor shall also allow authorized representatives of the Laboratory Procurement Representative or Department of Labor to interview employees in the workplace during working hours.

(c) The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or employ the laborers and mechanics and require subcontractors to include these provisions in any lower-tier subcontract. The Contractor shall be responsible for ensuring that no subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

36. INTEGRITY OF UNIT PRICES (OCT 2010)

This clause applies to all subcontracts that exceed $150,000.

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs consistently with the points on a basis of cost per unit of measurement of the item’s base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distort unit prices shall not be used. For example, distributing costs equally among line items results in unacceptable costs, and distributing costs based on a simple average of all the line items will result in a lower price. Nothing in this paragraph requires submission of certified cost or pricing data otherwise not required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those suppliers that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, unless paragraph (b), in all subcontracts for other subcontracts at or below the simplified acquisition threshold in FAR Part 12, or the FARC Part 16, or the simplified acquisition threshold in FAR Part 8, services where supplies are not required; commercial items, and petroleum products.

37. BUY AMERICAN ACT – SUPPLIES (FEB 2009)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item" means—

(1) Any means any item of supplies (including condition material) that is—
   (i) A commercial item (as defined in paragraph (f) of the definition of FAR 2.101), sold in substantial quantities in the commercial marketplace; and
   (ii) Offered to the Government, unless the subcontract is funded under the Recovery Act.

(b) "Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means—

(1) For components manufactured by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty was paid), to the extent the component is manufactured in the United States.

(2) For components manufactured by the Contractor, all costs described in paragraph (1) of this definition, plus allowable overhead costs, but excluding profit.

"Cost of components" does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

(1) An unmodified end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if—
   (i) The cost of its components, mined, produced, or manufactured in the United States exceeds $50,000,000 and each component has been manufactured in the United States; or
   (ii) Components of the end product are foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in the United States; or
   (iii) Components of the end product are not reasonable and reasonably available commercial commodities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
   (iv) The end product is a COTS item.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product. "United States" means the United States, the District of Columbia, and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a-100) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.509(a)(1)).
This clause applies to all subcontracts that exceed $150,000.
public authority, a special district, an intrastate council, a district of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer 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 appointees under Federal Executive Orders or other provisions of law.

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

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, trust, and local government, regardless of whether such entity is operated for profit, or not for profit.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any private sector entity, compensation consistent with 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 contract or grant funds.

"State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of the United States, and, multi-State, regional, or interstate entity having governmental duties and powers.

31 U.S.C. 1352 prohibits a recipient from engaging in lobbying activities affecting Federal actions. However, such prohibition does not apply to lobbying activities related primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions as attaches to National Security Information under this clause.

The definition of "National Security Information" means the term "National Security Information" means that is classified Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as Special Nuclear Material.

The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by the Undersecretary of National Intelligence and the National Security Council 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 information is subject to the same restrictions as attaches to National Security Information under this clause.

The term "Special Nuclear Material" means the term "special nuclear material" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071, can be unreasonably destroyed or removed from the Restricted Data category pursuant to 42 U.S.C. 2122 (Section 142, as amended, of the Atomic Energy Act of 1954).
position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment based on race, color, sex, religion, age (40 or over), or national origin. The United States is committed to encouraging technology exchanges that are consistent with U.S. national policies; and (c) requiring the Contractor to comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

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

The United States is committed to encouraging technology exchanges that are consistent with U.S. national policies; and (c) requiring the Contractor to comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

48. 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. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARM (Dec 2010) — Applies To Contracts That Exceed $30,000 In Value

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

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

46. LABORATORY SITE ACCESS AND OR 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 Laboratory Director or his designee. All new requests must be submitted in Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assigns (on site more than 30 days). A certified hard copy of the request must be submitted for each visit or assignment. Form ANL-593 should be submitted as far in advance as possible (a minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive country assignment or visit or sensitive visit. For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or access to a security area of the Laboratory or access to a sensitive subject, at least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE indices check can be completed prior to approval. In such a case, a specific security plan is required to be submitted to the Foreign Visits and Assignments Office with the ANL-593 for review. The security plan must take into account all prior or subsequent visits, and any releases of classified information during the visit. DOE Indices check normal take 3-4 weeks after complete of all required clearances, but can take considerably longer (closer or 30 days after completion, if necessary. For visits or assignments involving a foreign national from a “Terrorist Supporting Country”, which currently include Cuba, Iran, Libya, North Korea, Sudan, Syria, specific approval of the visit must be obtained in writing from the Secretary of Energy, if granted. For visits or assignments involving a foreign national from a “Terrorist Supporting Country”, which currently include Cuba, Iran, Libya, North Korea, Sudan, Syria, specific approval of the visit must be obtained in writing from the Secretary of Energy, if granted. A visitor or assignee must determine whether he or she is eligible for any equitable adjustment or claim to the contract price or performance/delivery.

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

Activity 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 level.

47. EXPORT LICENSE AGREEMENT (Aug 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. government laws and regulations regarding export or re-export. This includes deems exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. 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 (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

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national policies; and (c) requiring the Contractor to comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

49. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers for subcontractors involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
(2) The Contractor’s knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for the Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor must:

(1) Notify its employees of—

(a) Definitions. As used in this clause—

“Coercion” means—

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

(2) By threats of serious harm to, or physical restraint against, any person;

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

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another;

(2) By means of the abuse or threatened abuse of the legal process.

“Servitude” includes a condition of servitude induced by means of—

(1) The use of force, fraud, or coercion;

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion, for the purpose of subjecting such servitude, peonage, debt bondage, or slavery.

“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 trafficking in persons.

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

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract.

Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy.

Such actions may include, but are not limited to, removal from the contract, reduction in the amount of compensation, or termination of employment;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy described in paragraph (b) of this clause.

(3) Make available, at a reasonable cost, corrective training to employees and subcontractors on the provision of forced labor.

Falsification” means manipulating research materials, equipment, or processes, or changing or destroying research records, with the intention, and whether it was an isolated event or pattern of conduct.

(2) Safeguards for information and subject(s) of allegations. The Contractor shall provide safeguards for an employee, subcontractor, or subcontractor employee who is being investigated for research misconduct.

(3) The allegation involves possible criminal misconduct.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct, the Contractor shall ensure confidentiality and protect the identity of the subjects of allegations and informants.

(5) Remedial action. If the Contractor finds that research misconduct has occurred, it shall—

(1) Take remedial action to correct the misconduct;

(2) Implement a plan to prevent future occurrences of similar misconduct;

(3) Report its findings and remedial actions to any appropriate regulatory bodies or agencies.

(6) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) of this clause will result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the period in which the Government determined the Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract;

(6) Suspension or debarment.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

Mitigating Factors. The Contracting Officer may consider whether the Contractor had a reasonable opportunity to prevent or correct the research misconduct when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons, at http://www.state.gov/trffp/.

53. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to the award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudications of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the Laboratory Procurement Official (LPO), the contractor must—

(1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of the appropriate remedies or a determination that no further action is warranted.

(2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

(c) The contractor must notify the LPO of the results of the investigation and, if requested by the LPO, provide such additional information as the LPO may require. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the LPO of its determination and, unless otherwise instructed by the LPO, conduct the investigation.

(d) Under this paragraph (c), the contractor must conduct an inquiry or investigation into an allegation of research misconduct if the LPO finds that—

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause.

(2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry.

(3) Laboratory involvement is necessary to protect the public health, safety, and security, or to prevent harm to the public interest; or

(4) The alleged misconduct is a nonprofit research misconduct.

(e) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory may—

(1) Elect to conduct the inquiry or investigation, shall adhere to the following guidelines:

(2) Safeguards for information and subject(s) of allegations. The Contractor shall provide safeguards for an employee, subcontractor, or subcontractor employee who is being investigated for research misconduct.

(3) The Contractor’s knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(4) The allegation involves possible criminal misconduct.

(5) Remedial action. If the Contractor finds that research misconduct has occurred, it shall—

(1) Take remedial action to correct the misconduct;

(2) Implement a plan to prevent future occurrences of similar misconduct;

(3) Report its findings and remedial actions to any appropriate regulatory bodies or agencies.

(6) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) of this clause will result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the period in which the Government determined the Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract;

(6) Suspension or debarment.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

Mitigating Factors. The Contracting Officer may consider whether the Contractor had a reasonable opportunity to prevent or correct the research misconduct when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons, at http://www.state.gov/trffp/.

54. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

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, contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.
55. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause—

“Driving”—(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include 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, retrieving or accessing email, retrieving or accessing personal or business information, or engaging in any other form of electronic data retrieval or electronic data communication. This term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder fixed to the dashboard of a vehicle.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any understandings or agreements other than those incorporated into this contract.

(c) This contract represents the full understanding of the parties and is the entire agreement between

INTEGRATION CLAUSE (OCT 1999)

h. Comptroller General.

e. Reports. The Contractor shall furnish such progress reports and schedules, financial and cost

57. 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 storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employer custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to accommodate the needs of 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. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

58. 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 receipt, use, and disposition of all Government property coming into the possession of 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 consistently applied.

b. Inspection and audit of accounts and records. All books of account and records relating to the contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause, Access to and Ownership of Records, all other records in the possession of the Contractor under this contract. The Contractor shall make available to DOE the right to conduct an inspection at any time of the Contractor's or subcontractor's books, records, and other data, and, after notice has been given, the Contractor shall give the Government or otherwise disposed of by the Contractor either as the Contracting Officer may determine.

c. Audit of subcontracts' records. The Contractor also agrees, with respect to any subcontract(s) at any tier to the extent necessary to ensure the contractor's compliance with these requirements.

60. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, items that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; values; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be associated with texting while driving.

- 6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor's compliance with these requirements.
- 5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory, Technical Standards Manager in The Office of Contract Administration (COA) [Use Form DOE F 1300.2 (5/2010)].
ATTACHMENT 1 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:

MARK | MANUFACTURER
--- | ---
J | Jinn Her (TW)

MARK | MANUFACTURER
--- | ---
KS | Kosaka Kogyo (JP)

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK | MANUFACTURER
--- | ---
A | Asahi Mfg. (JP)
NF | Nippon Fasteners (JP)
H | Hinomoto Metal (JP)
M | Minamida Siesebo (JP)
MS | Minato Kogyo (JP)

MARK | MANUFACTURER
--- | ---
KS | Kosaka Kogyo (JP)
RT | Takai Ltd (JP)
FM | Fastener Co of Japan (JP)
KY | Kyoei Mfg (JP)
J | Jinn Her (TW)
Hollow Triangle | Intasco (CA TW JP YU) (Greater than 1/2 inch dia)

MARK | MANUFACTURER
--- | ---
E | Daiei (JP)

MARK | MANUFACTURER
--- | ---
UNY | Unytite (JP)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

MARK | MANUFACTURER
--- | ---
KS | Kosaka Kogyo (JP)

GRADE A325 FASTENERS (Bennett Denver Target Only) WITH THE FOLLOWING HEADMARKS:

MARK | MANUFACTURER
--- | ---
A325 KS | Kosaka Kogyo (JP)

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