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

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ANL-71T (January 28, 2016)
1. ACCEPTANCE (OCT 1999)
Acceptance of this Purchase Order (hereinafter called the "contract") must be in accordance with and strictly limited to the Terms and Conditions contained herein. An attempted acknowledgment or acceptance which contains provisions in addition to or contrary 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 acknowledgment shall be performance in accordance with the Terms of this contract.

2. PAYMENTS (FEB 2004)
(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Laboratory if:
(1) The amount due on the deliveries warrants it; or
(2) The contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(b) Property.
(1) Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property—Contractor Requirements, in the section entitled, "IDENTIFICATION." Property acquired by the contractor in the performance of the contract for which 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.

(c) Submission of Transportation Documents
(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on all deliveries of United States will be required to be furnished within five (5) days of the initiation of the procedures relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a statement that the Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

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 notice of the bankruptcy to the Government. A copy of this notice shall be furnished to the Government. The contractor shall also provide the Laboratory with any further notice of any changes in the status of the bankruptcy, under the supervision of the court.

4. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
(a) Definition: "Employed" means a current or former employee of a contractor or subcontractor employed at a subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within 120 days 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 Office of the Equal Employment Opportunity Commission for the necessary forms.

(b) Submission of Transportation Documents
(a) The Contractor shall permit access to its premises, during normal business hours, by the Equal Opportunity Commission for the necessary forms.

(c) Certification of Compliance
(1) The Contractor shall provide information necessary to determine the applicability of this clause. The Contractor shall provide such information to the Laboratory promptly upon request.

5. COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(a) The Contractor warrants that no person or government agency has been or will be solicited or obtained 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 Government shall have the right to nullify this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

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

6. EQUAL OPPORTUNITY (APR 2015)
(a) Definition. As used in this clause, "Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBTGLTB.aspx.

(b) "Equal Employment Opportunity Commission to do so for purposes of submitting the necessary forms. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within 120 days 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 Office of the Equal Employment Opportunity Commission for the necessary forms.

(c) Certification of Compliance
(1) The Contractor shall provide information necessary to determine the applicability of this clause. The Contractor shall provide such information to the Laboratory promptly upon request.

7. EMPLOYMENT REPORTS VETERANS (JUL 2014)
(a) Definitions. As used in this clause, "Armed Forces service median veteran," "disabled veteran," "active duty wartime or campaign badge veteran," and "recently separated veteran," have the meanings given in FAR 22.1303.

(b) Unless the Contractor or the local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service median veteran, and recently separated veterans;

(c) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service median veteran, and recently separated veterans;

(d) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(e) The Contractor shall report VETS-100A Report Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)." The Contractor shall submit VETS-100A Reports no later than September 30 of each year. The report required by this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select any one of the following two options to meet the reporting requirement:
(1) As of the end of any pay period between July 1 and August 31 of the year the report is due or
(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employment Information Report EEO-1 (Standard Form 120).
(f) The number of veterans reported must be based on data known to the contractor when the VETS-104 is completed. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-1.4(a)(2)), voluntary self-disclosures by employees, or actual knowledge of veterans status by the contractor. This paragraph does not relieve an employer of liability for any discrimination against qualified protected veterans.

(g) 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.

8. EQUAL OPPORTUNITY FOR VETERANS (JULY 2014)

(a) Definitions. As used in this clause—

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

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) intended for sale in the commercial market; or

(ii) A commercial item (as defined in paragraph (1) of the definition at 2.101) intended for sale in the commercial market that is available to various sources, including the Federal Government, in the ordinary course of a contractor’s business.

(b) Procurement of COTS items.

(1) Procurement of COTS items is not subject to the requirements of subpart 9.4.

(2) Procurement of COTS items required by Federal law, presidential memorandum, or Executive Order is not subject to the requirements of this clause.

(c) 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. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

9. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

Applies To Contracts That Exceed $10,000 In Value

(a) Not later than the effective date of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically.

(b) The Contractor shall post the prescribed employee notice conspicuously in plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including plants and offices where notices to employees are customarily posted both physically and electronically.

(c) 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. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

10. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR 2010)

(Applies to contracts equal to or greater than $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor’s Web site, that contains the full text of the notice, is available on the Internet at the Department of Homeland Security Web site: http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

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

• Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF)


11. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

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

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) intended for sale in the commercial market; or

(ii) A commercial item (as defined in paragraph (1) of the definition at 2.101) intended for sale in the commercial market that is available to various sources, including the Federal Government, in the ordinary course of a contractor’s business.

(b) Obtaining Copies of the Notice of Employee Rights

(i) Contractors are required to post the prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically.

(ii) The number of veterans reported must be based on data known to the contractor when the VETS-104 is completed. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-1.4(a)(2)), voluntary self-disclosures by employees, or actual knowledge of veterans status by the contractor. This paragraph does not relieve an employer of liability for any discrimination against qualified protected veterans.

(iii) The Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically.

(iv) The Contractor shall post the prescribed employee notice conspicuously in plants and offices where notices to employees are customarily posted both physically and electronically. The notice, prescribed in the Department of Labor’s Web site, that contains the full text of the notice, is available on the Internet at the Department of Homeland Security Web site: http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

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

• Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF)
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

This clause applies to all subcontracts with a value in excess of $30,000 unless exempted by rules, regulations, or orders of the Secretary, General.

(a) Definitions. As used in this clause—

(1) Affirmative action means action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, discharge, layoff, termination, layoff notice, and reinstatement to or from a position of inferior status or a more onerous work situation;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignment, job classification, organizational structures, position description, limits of tenure, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits, whether or not administered by the contractor;

(vii) Selection and advancement for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence for purposes of training;

(viii) Activities sponsored by the contractor, including social or recreational programs, and;

(ix) Any other term, condition, or privilege of employment.

(b) Contracting Office. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(c) Posting. The Contractor agrees to post employment notices stating—

(i) The contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees who are qualified individuals with disabilities.

(d) Records. The Contractor will maintain and make available to the contracting officer and the Secretary’s designee, upon request, such records, reports, and other information as the Secretary deems necessary to determine compliance with the requirements of this clause.

(e) Noncompliance. If the Contractor does not comply with the requirements of this clause, the contracting officer, at the Contractor’s expense, may—

(i) Take such action as the officer deems appropriate to correct any noncompliance,

(ii) Subject the Contractor to debarment, suspension, or other appropriate action, or

(iii) Refer, for such action as the officer deems appropriate, the matter to a competent administrative or judicial authority for disposition.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order or contract in which work is to be performed by the subcontractor, or other person, firm, or entity of such person or firm.

TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) 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) on or before July 1 for the calendar year during which the facility becomes subject to the reporting requirements, and shall—

(i) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (c).

(b) The Contractor shall notify the Laboratory Procurement Representative, as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA release requirements.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria of this paragraph (c) (appropriately modified for identification of the parties), in each subcontract that—

(i) Includes work performed in the United States.

(d) Includes a facility that is no longer exempt, shall—

(i) Continue to file the annual Form R for the life of the contract for such facility.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall—

(i) For competitive subcontracts expected to exceed $200,000 (including all options), include a solicitation of a statement from the contractor that it is not required to file a Form R under FAR 52.223-13, Certification of Toxic Chemical Release Reporting, and

(ii) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (c).

14. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee in writing, *days prior to the delivery of, or prior to completion of any service required by this contract, in the event that the contractor—

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1946, as amended, as set forth in Title 10 of the Code of Federal Regulations, or orders of the Secretary.

(b) The contractor shall file, for each facility subject to the Form R filing and reporting requirements, a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the calendar year during which the facility becomes subject to the reporting requirements.

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

(a) Definitions. As used in this clause—

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

(2) Domestic air transportation means transportation by air between an air carrier serving the United States and a place totally within the United States, whether the service is furnished for compensation or not.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) U.S.-flag air carrier means an air carrier holding a certificate (under 49 U.S.C. 40103(a)) to transport persons and property by air in international air transportation of persons (and their personal effects) or property by air between a place in the United States, or a place totally within the United States, and a place outside the United States.

(5) Other air carrier means an air carrier other than a U.S.-flag air carrier.

(6) U.S.-flag air carrier service means air transportation service provided by a U.S.-flag air carrier.

(b) Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available.

(c) The Secretary of the General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air carrier service to disestablish international air transportation of passengers, property, or personnel to the extent that service by those carriers is available, shall—

(i) Set forth the notice requirements of this paragraph (c) of this clause. Any such requirement shall—

(1) Be submitted in writing;

(2) State that the contractor has informed, whether orally or in writing, the appropriate U.S. Government agency involved or the contractor’s own employees or customers, of the facts regarding the necessity for the foreign-air carrier service; and

(3) Be the subject of a contract, subcontract, or purchase order, and be executed by the contractor;

(ii) Determine that the contractor is not required to use U.S.-flag air carrier service for the contract or subcontract that is the subject of the notice requirements of this paragraph (c) of this clause.

(d) This clause, including this paragraph (d), shall be included in all subcontractors for international air transportation meeting the criteria in paragraph (a) of this clause.


(a) Except as provided in paragraph (b) 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 equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk and liquid cargo lines). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

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

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

(iii) Furnished for use in foreign operations on behalf of a U.S. Government agency;

(iv) Furnished for use in foreign operations on behalf of a foreign nation;

(v) Furnished to, or for the account of, any foreign nation with provision for reimbursement;

(vi) Furnished to, or for the account of, any foreign nation with provision for reimbursement;

(vii) Furnished to, or for the account of, any foreign nation with provision for reimbursement;

(viii) Furnished for use in foreign operations on behalf of a U.S. Government agency;

(ix) Furnished for use in foreign operations on behalf of a foreign nation;

(x) Furnished to, or for the account of, any foreign nation with provision for reimbursement;

(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 and liquid cargo lines) and shall—

(i) Furnish to, or for the account of, the contractor any foreign nation with provision for reimbursement;

(ii) Furnish to, or for the account of, any foreign nation with provision for reimbursement;

(iii) Furnish to, or for the account of, any foreign nation with provision for reimbursement;

(iv) Furnish to, or for the account of, any foreign nation with provision for reimbursement;

(v) Furnish to, or for the account of, any foreign nation with provision for reimbursement;

(vi) Furnish to, or for the account of, any foreign nation with provision for reimbursement;
17. 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.

18. SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

(g) This clause does not apply to small business concerns.

Definitions. As used in this clause—

“A Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Indian organization, or Group Corporation under the laws of the State of Alaska under the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(h)(1)(A). This definition also includes ANC direct and indirect subsistence corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(h).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 43.106 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s total projected sales, expressed in dollars, and the total value of the subcontracting plan.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by such natives) organized under the laws of Alaska or the United States and recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(e).

“Subcontracting plan” means a subcontracting plan that complies with the requirements of this clause.

“Small business” means a concern that meets the size standards of 13 C.F.R. 121.

“Small business concerns” include small businesses, service-disabled veteran-owned small businesses, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. The offeror shall include all small business concerns that contribute to contract performance, and may include a proportionate share of work that is not subcontracted, but is not contractually allocated as indirect costs.

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns. Such subcontracts shall be counted as small business concerns regardless of the offeror’s percentage of ownership.

”(b) ANCs and Indian tribes that have not been certified by the Small Business Administration as disadvantaged businesses may submit such a plan to the Contracting Officer.

(c) Plans submitted by ANCs or Indian tribes to the Contracting Officer shall be considered for approval.
A master plan on a plant or division-wide basis that contains all the elements required by
the report shall be submitted within 30 days after the end of the Government's fiscal year.

Records of all subcontract solicitations, and awards made to subcontractors which are not
confirmed that a subcontractor representing itself as a HUBZone small business concern
shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by
report shall be submitted semi-annually during contract performance for
the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days
after the close of each reporting period.

(i) A report shall be submitted semi-annually during contract performance for
the periods ending March 31 and September 30. A report is also required for
each contract with 30 days of contract completion. Reports are due 30 days
after the close of each reporting period, unless otherwise directed by the
Contracting Officer. Reports are required even if, regardless of whether
there has been any subcontracting activity since the inception of the contract or
the previous reporting period.

(ii) The report may be submitted on a corporate, company or subdivision
basis (e.g. plant or division operating as a separate profit center) basis, unless
otherwise directed by the agency.

(iii) If a prime contractor and/or subcontractor is performing work for more
than one executive agency, a separate report should be submitted to each
executive agency covering only that agency's contracts, provided at
least one of that agency's contracts is over $560,000 ($1.5 million for
construction and related maintenance and repair, a separate report shall be submitted for each
executive agency covering only that agency's contracts.

(iv) For DoD, a consolidated report shall be submitted for all contracts
awarded by military departments/agencies and/or subcontracts awarded by
departmental agencies to DoD prime contractors. However, for construction and
related maintenance and repair, a separate report shall be submitted for each
executive agency covering only that agency's contracts.

(v) For DoD and NASA, the report shall be submitted semi-annually for
the six months ending March 31 and the twelve months ending 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.

(vi) The report shall include all subcontract awards under the contract
in effect during the Government's fiscal year.

Subcontract awards that are related to work for more than one executive agency shall be
appropriately allocated.

The agency shall acknowledge any SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the
Government agency awarding the prime contract unless stated otherwise in the contract.

(ii) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

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

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

(b) The acceleration of payments under this clause does not provide any new rights under the
Contracting Officer's subcontract.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with
any small business concern, including subcontracts with small business concerns for the
acquisition of commercial items.

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

(a) If the contractor has knowledge that any actual or potential labor dispute is delaying or
threatens to delay the timely performance of this contract, the contractor shall immediately
notify the Laboratory.

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in
any subcontract to which a labor dispute may delay the timely performance of this contract;
except that the contractor may elect to amend the clause to a level appropriate to the
nature of the labor dispute. If the contractor fails to promptly notify the Laboratory of
any labor dispute, or if the contractor elects to amend the clause to a level inappropriate
for the nature of the labor dispute, the contractor shall be considered to have been
precluded from obtaining the benefit of this clause by their own delay or
their failure to amend the clause.

21. REPORTS (OCT 1999)

The contractor shall furnish intermediate reports to the Laboratory from time to time, when
requested, in such form and number as may be required by the Laboratory, summarizing activities of
the contractor under this contract and shall make such final reports as may be required by the
22. CHANGES (JUNE 2007)
(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated as a change order, make changes in the work within the general scope of the contract, including changes in:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In any Government furnished property or services; or
(4) Directing acceleration in the performance of the work.
(b) When written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating—
(1) The date, circumstances, and source of the order; and
(2) The Contractor regards the order as a change order.
(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change order unless or until the Contractor gives written notice as required in paragraph (b) of this clause.
(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the work, the Contractor shall be entitled to an equitable adjustment for such change.
(e) The Contractor must assert its right to an adjustment under this clause within 30 days after receipt of written notice from the Contracting Officer.
(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

23. WARRANTY OF SUPPLIES (MAY 2001)
(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the consequence of nonconformance, the Contractor nevertheless shall warrant to the Laboratory, or to any other person or entity to which the Laboratory delivers the supplies or performs work thereon, that all supplies delivered under this contract will, at the time of acceptance, be free from defects in workmanship and conformity to the specifications, and that, if the Contractor fails to comply with any of the terms of this clause, the Contractor shall be liable, to the extent permitted by law, to any person or entity to which the Contractor provides such supplies, to inspect and test the supplies, to inspect and test the services performed in accordance with the specifications, and to obtain a refund of all monies paid under this contract for such supplies or services.
(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change order unless or until the Contractor gives written notice as required in paragraph (b) of this clause.
(d) If no payment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

24. WARRANTY OF SUPPLIES (JUN 2014)
(a) The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Energy Consuming Products
When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify or deliver EnergyStar® qualified products or products which meet applicable performance standards. If the Laboratory has the right to inspect and test all services performed under this contract, the contractor shall, at the time of acceptance, be free from defects in workmanship and conform to the specifications, and that, if the Contractor fails to comply with any of the terms of this clause, the Contractor shall be liable, to the extent permitted by law, to any person or entity to which the Contractor provides such supplies, to inspect and test the supplies, to inspect and test the services performed in accordance with the specifications, and to obtain a refund of all monies paid under this contract for such supplies or services.
(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change order unless or until the Contractor gives written notice as required in paragraph (b) of this clause.
(d) If no payment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

25. RESPONSIBILITY FOR SUPPLIES (OCT 1999)
(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance by the Laboratory, regardless of when or where the Laboratory takes physical possession, unless the contract specifically provides for earlier passage of title.
(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the contractor until, and shall pass to the Laboratory upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Acceptance by the Laboratory at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such supplies shall continue with the contractor until such supplies are rejected or accepted. After cure or acceptance, paragraph (b) above shall apply.
(d) Under paragraph (b) above, the contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Laboratory acting within the scope of employment.

26. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $50000
Except as otherwise may be approved, in writing, by the Laboratory Procurement Official, the Contractor agrees to install the following provisions in noncommercial Purchase Orders and subcontracts under this contract.

27. INSPECTION OF SERVICES (AUG 1996)
(a) Definitions. “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory covering services under any order. The laboratory will, at its own discretion, inspect or test all work performed by the Contractor that is required by the contract, and shall, at the Laboratory’s discretion, perform inspections and tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no additional charge, all reasonable facilities and assistance for the safe and convenient performance of service.
(c) The Contractor shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Laboratory performs inspections or tests on the premises of the Contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, at no additional charge, all reasonable facilities and assistance for the safe and convenient performance of service.
(e) Except as otherwise directed by the Laboratory, the contractor may require the Contractor to perform the services again conform to contract requirements, at no increased contract cost. When the Contractor fails to correct a nonconformance, or does not meet a performance standard, the Contractor may be required to correct the nonconformance and meet applicable performance standards. Information about these products is available for EnergyStar® at:

28. PERMITS OR LICENSES (OCT 1999)
Except as otherwise directed by the Laboratory, the contractor may require the Contractor to perform the services again conform to contract requirements, at no increased contract cost. When the Contractor fails to correct a nonconformance, or does not meet a performance standard, the Contractor may be required to correct the nonconformance and meet applicable performance standards.

29. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)
(a) Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Laboratory. The Laboratory may assign the whole or any part of this contract to any other contractor or the Government if the Government desires.
(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.

30. SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)
(a) Definitions. As used in this clause—
“Commercial Item” has the meaning contained in Federal Acquisition Regulation 2.101.
“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 insert the following clauses in subcontracts for commercial items:
(i) The clause at FAR 52.203-13, Acceptance of EPEAT®-Registered Imaging Equipment (April 2014) (FAR clause 52-203-13);
(ii) The clause at FAR 52.203-15, Restriction on Expenditure of Federal Funds (Nov 2013) (FAR clause 52-203-15);
(iii) The clause at FAR 52.204-6, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jan 2010) (Section 1553 of Pub. L. 111-5) (FAR clause 52-204-6);
(iv) The clause at FAR 52.209-5, Utilization of Small Business Concerns (Oct 2014) (13 C.F.R. Part 52, subpart 209.5) (FAR clause 52-209-5); and
(v) The clause at FAR 52.222-40, Equal Opportunity (May 2014) (FAR clause 52-222-40).
(d) If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor is funded under the Recovery Act.
(e) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(f) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(g) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(h) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(i) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(j) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(k) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(l) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(m) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(n) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(o) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(p) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(q) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(r) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(s) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(t) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(u) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(v) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(w) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(x) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(y) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(z) The Contractor shall notify the Contractor of the subcontracts to small business concerns that will receive subcontracting opportunities.
(A) 52.222-9, Combating Trafficking in Persons (MAR 2015)
(xii) 52.222-55 Establishing a Minimum Wage for Contractors (E.O. 13659) (Dec 2013)
(xv) 52.236-6 Protection Against Discrimination in Subcontracting (June 2014).
(xviii) 52.204-23 Preference for Privately Owned U.S.-Flag Commercial Vessels (May 2014).
(xix) 52.207-36 Privacy for Privately Owned U.S.-Flag Commercial Vessels (2013).
that distortions unit prices will not be released. For example, distributing counts equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law.

(b) When requested by the Contractor, the Offeror/Contractor shall also identify those line items for which it will not manufacture or fabricate, or for which it will not manufacture to the cost (i.e., it will not be required to manufacture or fabricate, but it can propose an alternate solution to meet the Government's needs).

(c) The Contractor shall be given the notice of the contract termination or non-renewal. The notice gives the Contractor an opportunity to state its case and to present evidence. The Contractor shall be given the opportunity to leave the site and to remove equipment and supplies from the area. When the Contractor terminates the contract, it shall immediately notify the Government of the termination. The Contractor shall also provide the Government with a written report explaining the reasons for the termination.

34. BUY AMERICAN ACT – SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

(1) A commercial item is a non-defense article that is manufactured or produced outside the United States and enters the United States.

(2) The term "domestic end product" means a product that is manufactured in the United States.

(3) Foreign articles means articles that are not made in the United States.

(b) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer has determined are not acceptable for use in the performance of contracts.

(c) The Contractor shall deliver only domestic end products except to the extent that it is specified in the contract that certain components are to be manufactured or produced outside the United States.

(d) The Contractor shall deliver only domestic end products except to the extent that it is specified in the contract that certain components are to be manufactured or produced outside the United States.

(e) The Contractor shall deliver only domestic end products except to the extent that it is specified in the contract that certain components are to be manufactured or produced outside the United States.

(f) The Contractor shall deliver only domestic end products except to the extent that it is specified in the contract that certain components are to be manufactured or produced outside the United States.

35. FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

(1) "After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded from the contract date but whose exemption was later revoked or modified, on the contract date, or any Federal tax increase that would have an impact on the contract price if it were to become effective after the contract date.

(b) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(d) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(e) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(f) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(g) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(h) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(i) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(j) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

(k) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor notifies the Government in writing that no amount for such newly imposed Federal tax is included in the contract price.

36. TERMINATION FOR CONVENIENCE OF THE LABORATORY (OCT 1999)

The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory's interest to do so, in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

37. DEFAULT (OCT 1999)

(a) (2) The Laboratory, subject to paragraphs (c) and (d) below, by written notice of default to the contractor, may terminate in whole or in part if the contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;t

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2)(ii) below).

(iii) Perform any other of the provisions of this contract (but see subparagraph (a)(2)(ii) below).

(b) (2) The Laboratory's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the contractor does not cure such failure within 10 days (or within such longer period as the Laboratory may authorize in writing by the Laboratory, after receipt of the notice from the Laboratory specifying the failure).

(c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtained from other sources in such time for the contractor to meet the required schedule delivery.

(d) The contractor shall then be liable to the Laboratory for any excess costs for failure to perform, unless the subcontracted supplies or services were obtained from other sources in sufficient time for the contractor to meet the required schedule delivery.

(e) (2) The Laboratory may require the contractor to prepare a list of foreign articles that the contractor is obligated to pay or bear, or that would otherwise have been payable on the foreign articles.

38. ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, or other item or service of any kind, which is directly or indirectly, in whole or in part, paid, promised, given, or received in return for or as consideration for the solicitation or contracting of business with, or issuance of a contract to, a person who is, or whose immediate family member is, a person described in this clause.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime contractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) Soliciting, accepting, or attempting to accept any kickback or other item or service is fraudulently obtained.

(c) Soliciting, accepting, or attempting to accept any kickback or other item or service is fraudulently obtained.

(d) Soliciting, accepting, or attempting to accept any kickback or other item or service is fraudulently obtained.

(e) Soliciting, accepting, or attempting to accept any kickback or other item or service is fraudulently obtained.

39. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Government shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or
41. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

(a) Definitions. As used in this clause—

(1) Agency means "executive agency" as defined in Federal Acquisition Regulation (FAR) 2.101.

(2) Covered Federal action means any of the following actions:

(i) Awarding any Federal contract.

(ii) Making any Federal grant.

(iii) Making any Federal loan.

(iv) Entering into any cooperative agreement.

(v) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, or cooperative agreement.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate group representative organization, and any other instrumentality of a fiscal government.

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

42. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

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

43. SECURITY (OCT 2013) (DEVIA)

Responsibility, It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property or information that is subject to DOE regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents) that concern—

(A) The qualities and characteristics (including individual demonstrations) of any person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(c) The Contractor shall submit a declaration, including the certification and disclosure form, to each person as the end of the calendar quarter in which the disclosure form is submitted by the Contractor if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(d) Upon request of OFAC's List of Specially Designated Nationals and Blocked Persons at

http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these restrictions, if paid for with Federal appropriated funds.

(4) Entering into any cooperative agreement.

10

if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(c) The Contractor shall submit a declaration, including the certification and disclosure form, to each person as the end of the calendar quarter in which the disclosure form is submitted by the Contractor if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

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http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these restrictions, if paid for with Federal appropriated funds.

(4) Entering into any cooperative agreement.

10

if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

d. Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data under 10 CFR Part 73, as any other material or object; (2) any material artificially enriched by any of the foregoing, but does not include other than the isotope 233 or in the isotope 235, and any other material; or (2) any material artificially enriched by any of the foregoing, but does not include special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

e. Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information that has been declassified, access authorizations of personnel, or that has been removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material, or any other material.

f. Access authorizations of personnel. (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE regulations and contract requirements; (2) DOE or its predecessor agencies and the Department of Defense that the information: (1) is not otherwise subject to law by an applicable classification directive; (2) is published in unclassified form that will require Subcontractor employees to possess access authorizations.

g. Definition of National Security Information. The term "National Security Information" means information that has been determined by the Cognizant Security official, pursuant to a written facility clearance determination, to be National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in written or pictorial, graphic, or machineReadable form.

h. Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information that has been declassified, access authorizations of personnel, or that has been removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

i. Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and for the absence of any illegal drug as defined in 30 CFR 709, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement shall also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph test.

j. Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such Subcontractors to have an existing DOE or DOD facility clearance prior to award of the subcontract and to submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required by the Atomic Energy Act of 1954, as amended, of the Atomic Energy Act of 1954].

k. Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d). (3) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether DOE policy and DOE clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required by the Atomic Energy Act of 1954], or information determined to require protection against unauthorized disclosure under Executive Order 12938, Classified National Security Information, DOE or DOE policy shall be modified, and the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and for the absence of any illegal drug as defined in 30 CFR 709, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement shall also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph test.

l. Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d). (3) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether DOE policy and DOE clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required by the Atomic Energy Act of 1954], or information determined to require protection against unauthorized disclosure under Executive Order 12938, Classified National Security Information, DOE or DOE policy shall be modified, and the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and for the absence of any illegal drug as defined in 30 CFR 709, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement shall also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph test.

m. Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d). (3) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether DOE policy and DOE clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required by the Atomic Energy Act of 1954], or information determined to require protection against unauthorized disclosure under Executive Order 12938, Classified National Security Information, DOE or DOE policy shall be modified, and the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and for the absence of any illegal drug as defined in 30 CFR 709, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement shall also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph test.
(a) The contractor shall insert the substance of this clause, including this paragraph (c), in all contracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

50. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

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

(1) Means any item of supply (including construction material) that is—

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 48 C.F.R. 4010.14, such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontractor for a commercially available off-the-shelf item, the Contractor shall not—

(1) Enter into or continue such a subcontract, in excess of $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government;

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is of is not debarred, suspended, or proposed for debarment by the Federal Government;

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is—

(1) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Exceeds $30,000 in value and

is not a subcontract for commercially available off-the-shelf items.

51. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Commercial sex act" means—

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

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

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

"COTS" means—

(1) Any item of supply (including construction material) that is—

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 48 U.S.C. 4010.14, such as agricultural products and petroleum products.

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

(1) Any item of supply (including construction material) that is—

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 48 U.S.C. 4010.14, such as agricultural products and petroleum products.

"Force Labor" means—

(1) Any sex act on account of which anything of value is given to or received by any person.

"Sex trafficking" means—

(1) The recruitment of persons, by means of force, fraud, or coercion, for the purpose of having such persons perform services or work as commercial sex workers.

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of any scheme, plan, or pattern designed to cause the person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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

"Severe forms of trafficking in persons" means—

(1) Sex 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 subjection to involuntary servitude, debt bondage, or slavery.

"Substantial” means—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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

"Victim of trafficking in persons" means—

(1) A person who—

(i) Was a victim of trafficking in persons; or

(ii) Was a victim of the abuse or threatened abuse of the legal process, or was otherwise subjected to severe forms of trafficking in persons.

(b) Policy. The United States Government has a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall—

(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 labor force in the performance of the contract;

(4) Destroy, conceal, confiscate, or, otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;

(5) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a fair and workable manner, to the worker, in writing, material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, if applicable, and the nature of the work;

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

(c) Subcontractors and subcontractors of subcontractors that violate the policy in paragraph (b) of this clause shall—

(1) Notify its employees and agents of—

(i) The United States Government’s policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

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

(d) Notification. The Contractor shall inform the Contracting Officer and the agency Inspector General immediately—

(1) Any credible information it receives from any source (including host country law enforcement), such as agricultural products and petroleum products.

"Commercially available off-the-shelf (COTS)" item, as used in this clause—

(2) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

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

"Severe forms of trafficking in persons" means—

(1) Sex 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 subjection to involuntary servitude, debt bondage, or slavery.

"Substantial” means—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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

"Victim of trafficking in persons” means—

(1) A person who—

(i) Was a victim of trafficking in persons; or

(ii) Was a victim of the abuse or threatened abuse of the legal process, or was otherwise subjected to severe forms of trafficking in persons.

(b) Policy. The United States Government has a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall—

(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 labor force in the performance of the contract;

(4) Destroy, conceal, confiscate, or, otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;

(5) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a fair and workable manner, to the worker, in writing, material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, if applicable, and the nature of the work;

(6) Take recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors:
   - The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include repair to victims for such violations.
   - The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(2) Aggravating factors:
   - To the nature and scope of the activities to be performed for the Government, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights;
   - Requirement of a compliance plan to each worker in writing.

(g) Full cooperation.

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor;

(ii) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to removing them from the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees to cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor;

(iii) The Contractor shall provide the compliance plan to the Contracting Officer to the extent permitted by law, the FAR, or the terms of the contract. It does not apply or exceed the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(h) Compliance plan.

(i) This paragraph (h) applies to any portion of the contract that-

(ii) Requires the Contractor to remove a Contractor employee or employees from the contract that is appropriate-

(iii) Requiring the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(iv) Requiring any officer, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights;

(iii) Require the Contractor from the following:

(A) Conducting an internal investigation;

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(i) Certification. Annually after receiving an award, the Contractor shall submit a certification that:

(ii) Certification. Annually after receiving an award, the Contractor shall submit a compliance plan to the Contracting Officer to the extent permitted by law, the FAR, or the terms of the contract. It does not apply or exceed the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(ii) Suspension or debarem.

(i) The Contractor shall, at a minimum-

(ii) Requiring the Contractor to terminate a subcontract;

(iii) Requiring the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(iv) Requiring any officer, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights;

(iv) Require the Contractor to provide the compliance plan to each worker in writing.

(iii) Requiring any officer, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights.

(iv) Requiring the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine.

(v) Requiring any officer, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights.

52. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to the terms of the contract.

(i) Requires the Contractor to remove a Contractor employee or employees from the contract that is appropriate-

(ii) To the nature and scope of the activities to be performed for the Government.

(iii) A recruitment and wage plan that only permits the use of recruitment firms that are not susceptible to trafficking in persons. Trafficking in Persons and examples of awareness programs can be found at http://www.state.gov/training/

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“Research” means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subject or animals.

“Research Misconduct” means fabrication, falsification, or plagiarism in proposing, presenting, reviewing, or revising research results, or in reporting research results, but does not include honest error or differences of opinion.

“Research record” means the record of all data or results that embody the facts resulting from some research activity, including, but not limited to, research proposals, laboratory reports, books, physical and electronic, progress reports, abstracts, theses, oral presentations, internal and external written memoranda, and journal articles.

By executing this contract, the Contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating or, if possible, investigating, and reporting the results of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

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

53. 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.

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

(a) Definitions. As used in this clause—

(1) Texting means reading text or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially-designed dock, provided that the designated dock is designed so that the driver will not be able to view the information presented in the device while operating the vehicle.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any communications devices that are capable of being used while operating a motor vehicle, including the use of mobile phones, personal digital assistants, and other similar electronic devices.

(c) The Contractor is encouraged to—

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

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

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

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

55. INTEGRATION CLAUSE (OCT 1999)

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

56. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

(1) “Segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, rest rooms 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 are fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(2) “Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/Postal/OFCCP/OSBS/GTB_FAQs.html.

(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.

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

a. Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidences showing that all Government property, records, collections accruing to the Contractor in connection with the work under this contract, other advance funds, negotiated settlements, and any other Government property, records, and collections under this contract are received, used, and disposed of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be subject to DOE and in accordance with generally accepted accounting principles as consistently applied.

b. Inspections and audit of accounts and records. All books of account and records relating to this 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, at all reasonable times, before and after the completion of the work or at any time the Contracting Officer may from time to time direct during the progress of the work or in, any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts under this contract, including provisions of Clause 970.3204-3, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

c. Subcontracts. The Contractor shall insert the substance of this clause, including paragraph (c), in all subcontracts at all tiers that involve research.

d. Disposition of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collectibles accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government at the time and in such manner as the Contractor and the Government may agree upon.

58. TECHNICAL STANDARDS PROGRAM (FEB 2013)

This article applies if any Contractor personnel participate in development, review or selection activities for DOE Technical Standards.

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, or using DOE standards for use to support assigned DOE missions and functions, must:

   a. Ensure that all new or revised DOE technical standards and technical specifications are consistent with, and do not conflict with, applicable DOE policies, procedures, and DOE Technical Standards.

   b. Ensure compliance with DOE Technical Standards through the Laboratory Technical Standards Manager at the Laboratory.

   c. Comply with DOE policies and procedures as directed by the Contracting Officer.

2. DOE may from time to time direct during the progress of the work or may, in any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts under this contract, including provisions of Clause 970.3204-3, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

3. Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.

59. 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 all 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 that is directly or indirectly attributable to the contractor's 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, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, or degraded, or result in product failure.

Types of materials, parts, and components known to have been misrepresented include (but are not limited to) fasteners; housing, rigging, and lifting equipment; cranes; hosts; valves; 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 affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject such items, at its sole discretion, or identify the items, at its sole discretion, or identify and report such information or activities to cognizant Department of Energy officials.
# Suspect/Counterfeit Bolt Headmark List

Any bolt on this list should be treated as defective without further testing.

### All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers’ headmarks:

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>![Grade 5 Icon]</td>
<td>![Grade 8 Icon]</td>
</tr>
</tbody>
</table>

### Grade 5 fasteners with the following manufacturers’ headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW*)</td>
</tr>
</tbody>
</table>

### Grade 8 fasteners with the following manufacturers’ headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hiinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Suyobo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>![Hollow Triangle Icon]</td>
<td>Infasco (CA, TW, JP, and YU) (Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytlite (JP)</td>
</tr>
</tbody>
</table>

### Grade 8.2 fastener with the following headmark:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

### Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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