## APPENDIX A

**ARGONNE TERMS AND CONDITIONS**

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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 performed in accordance with the Terms and Conditions of this contract.

2. PAYMENTS (FEB 2004)

(a) The contractor shall submit to the address identified below, for prepayment audit and acceptance, all INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, if the contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a position with the Department of Energy. The contractor shall have a copy of the completed form Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661.

(c) The contractor shall notify the Contractor that the contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a position with the Department of Energy. The contractor shall have a copy of the completed form Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661.

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

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with the terms of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(c) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-

(i) Employment;
(ii) Upgrading;
(iii) Assignment;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.

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

The Contractor shall, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EOO-I), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12-month period preceding the date of 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.

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

The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions. In the event that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

The contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with the terms of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts, under the procedures authorized in Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor will also file Standard Form 100 (EOO-I), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12-month period preceding the date of 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.

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

The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions. In the event that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

EMPLOYMENT REPORTS VETERANS (JUL 2014)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "active-duty wartime or campaign badge veteran," and "recently separated veteran," have the meanings given in FAR 23.130.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the Contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;

(2) 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 medal veterans, and recently separated veterans; and

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

The Contractor shall report the required data on the VETS-100A, entitled "Federal Contractor Vendors’ Employment Report (VETS-100A) Report."

The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(c) Employment report required by paragraphs (a) and (b) of 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 report an ending date-

(i) As of the end of any pay period between July 1 and August 31 of the year the report is due;

(ii) 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 Employee Information Report EEO-1 (Standard Form 100).
Notices to employees about terms and conditions of employment, a link to the National Labor Relations Board (NLRA) website, and contact information to the National Labor Relations Board (NLRA) are provided in the notice. (4) Notices to employees about terms and conditions of employment, a link to the NLRA website, and contact information to the NLRA are provided in the notice.

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

Applies To Contracts That Exceed $10,000 In Value

(a) Definitions. As used in this clause—

(i) “Veteran” means a person who—

(ii) “Subcontract” means any contract, as defined in 2.101 .

(b) Subcontracts. The Contractor shall—

(i) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days after date of enrollment or within 30 days after date of assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(c) Enforcement and verification requirements.

(i) The Contractor shall use E-Verify to initiate verification of employment eligibility.

(ii) New employees.

(1) The Contractor shall—

(A) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days after date of enrollment or within 30 days after date of assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(B) Enrolled less than 90 calendar days. Within 90 days after enrollment as a Federal Contractor in the E-Verify program, the Contractor must—

(1) Offer to verify employment eligibility of all employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (D)(1) or (D)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(ii) Option to verify employment eligibility of all employees. The Contractor may elect to verify the employment eligibility of all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee on or before the date set by the contractor in the MOU, but no later than December 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands).

11. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

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

(ii) “Subcontract” means any contract, as defined in 2.101 .

(b) Subcontracts. The Contractor shall—

(i) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days after date of enrollment or assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(ii) New employees.

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

(Applies To Contracts Equal To Or Greater Than $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity. Additionally, the notice provides examples of illegal conduct by employers, such as anti-union intimidation, and it provides contact information for the Department of Labor (www.dol.gov), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the 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.

(f) The number of veterans reported must be based on data known to the contractor when the Veteran(s) was hired. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the contractor to employ and advance in employment qualified disabled veterans.
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 servicing required by this contract*, that—

(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. The Contractor is bound by the terms of Section 503 of the Act and is committed to taking all necessary actions to ensure that—

(i) The material is appropriately identified and packaged; and

(ii) The Contractor establishes and complies with a facility-specific plan to ensure that the material is properly identified, stored, transported, and disposed of in accordance with the regulations of the Nuclear Regulatory Commission and other appropriate Federal, State, and local agencies.

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.001 microcuries.

(b) The Contractor shall have no change affecting the quantity of activity, or the characteristics and composition of the radioactive material, from deliveries under this contract or prior contracts, the Contractor may request that the Laboratory Procurement Representative or designee take appropriate corrective action as specified in paragraph (4) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State the extent of activity, characteristics, and composition of the radioactive material shall not have changed;

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.001 microcuries, and all other parts or subassemblies are delivered to the Government or the Laboratory shall be clearly marked and labeled as “Radioactive Material” and so marked by the last required marking date in the contract date.

(d) This clause, including this paragraph (d), shall be included in all subcontract documents for radioactive materials meeting the criteria in paragraph (a) of this clause.

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

(a) Definitions. As used in this clause—


(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 10701) Alcohol, Tobacco, and Firearms, and the Secretary of the Treasury shall require that—

(1) Federal and State 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 by U.S.-flag air carrier or field, it is required by the latest regulatory requirements at the time of the contract.

(d) In the event the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

**STATEMENT OF UNAVAILABILITY OF U.S.-FLAG CARRIERS**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulations):

(End of Statement)
The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both—

(i) The Contracting Officer, and

(ii) The Office of Coast and Rivers, Maritime Administration (MAR-590)

400 Seventh Street, SW
Washington, DC 20590

Subcontractor bills of lading shall be signed and countersigned by the Prime Contractor or its authorized representative and submitted to the Contractor.

The Contractor shall furnish these bill of lading copies—

(i) within 20 working days of the date of loading for shipments originating in the United States, or

(ii) within 30 working days for shipments originating outside the United States. The receipt of the bill of lading copy shall be evidenced by the signature of the consignee.

The Contractor shall insert the substance of this clause, including this paragraph (d), into all contracts and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan, where applicable, that separately addresses subcontracting with small, service-disabled veteran small, HUBZone small, small disadvantaged, and women-owned small business concerns, and for NASA only, veteran-owned small businesses shall be considered a breach of contract.

(a) The Contractor's subcontracting plan shall include the following:

(i) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of work performed under the subcontract for which direct costs are allocated as indirect costs.

(b) Subcontract awards to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration (SBA) certification status of the ANC or Indian tribe.

(c) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(d) The Contractor shall provide a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in the subcontract tier between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(e) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

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)

(a) Definitions: As used in this clause—

“Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Native Corporation, as defined by the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 161 et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(b)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e).

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

“Commercial item” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion of company (or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at https://www.esrs.gov.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenné, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 161 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

This definition also includes Indian-owned economic enterprises that meet the requirements of 43 U.S.C. 1626(e)(1).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

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

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

(b) The Contractor shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(i) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of work performed under the subcontract for which direct costs are allocated as indirect costs. The contractor's subcontracting plan shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration (SBA) certification status of the ANC or Indian tribe.

(ii) One or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(iii) The ANC or Indian tribe shall designate more than one contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The size of the subcontracting goals designated by various Contractors cannot exceed the total value of the subcontract.

(iv) The ANC or Indian tribe shall provide a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in the subcontract tier between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontract[s] to them. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontract[s] to them.

(ii) Records on each subcontract solicitation resulting in an award of more than $250,000, indicating:

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not;

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact:

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through:

(A) Workshops, seminars, training, etc.;

(B) Monitoring performance to evaluate compliance with the program’s requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(i) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, submission of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(ii) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(iii) Counsel and discuss agency guidelines with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(iv) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified-sub small business concern by accessing the SAM database or by contacting SBA.

(v) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include all relevant information concerning the dispute.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(f) A master plan on a plant or division-wide basis that contains all the elements required by subparagraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master plan has been approved by the Contracting Officer.

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer.

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plans.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting business generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved by the Government, the Contractor will not receive another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one ISR in eSRSs for all contracts covered by the previously submitted plan. The report shall be acknowledged or rejected in eSRSs by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior to the execution of any subcontract, all other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in §19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontracting plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [FEDERAL ACQUISITION REGULATION (FAR) 52.212-5], Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item under a subcontract with a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with:

(1) The clause of this contract entitled “Utilization Of Small Business Concerns,” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at https:// lastIndexers.gov/subs. Any subcontractor that is a HUBZone small business or an eligible small, veteran-owned small business, service-disabled veteran-owned small business, or women-owned small business subcontractor for which no subcontracting plan exists, shall be required to submit an eSRS to acknowledge or reject the ISRs. ISRs are not required for subcontractors that are HUBZone small business concerns, veteran-owned small business, service-disabled veteran-owned small business, or women-owned small business concerns.

(1) ISP. This report is not required for commercial plans. The report is required for each subcontracting plan containing an individual subcontract.

(i) The 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 90 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 when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) Each subcontract plan contains separate goals for the basic contract and each option, as prescribed by FAR 52.212-3(d), the dollar goal inserted on this report shall be the sum of the basic period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge or reject the ISP resides:

(A) In the case of the prime Contractor and subcontractor; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR. The report shall include all subcontract awards under the four month period immediately preceding the report period, excluding any allowable small business subcontract awards that have been made during the four month period.

(i) Reports submitted under individual contract plans-

(A) The offeror represents that the report accurately reflects all subcontract awards under the awarding prime contract, regardless of the dollar value of the subcontract.

(B) 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.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency’s contracts, provided at least one of that agency’s contracts is over $500,000 (over $1.5 million for DoD and NASA). The dollars required for the base period and the number of dollars attributable to each agency from which contracts for commercial items were competitively awarded is also required.

(D) For DoD, a consolidated report shall be submitted for all contracts awarded by military department agencies and/or subcontracts awarded by DoD contractors. For instance, for a contract awarded to a DoD contractor and related maintenance and repair, a separate report shall be submitted for each DoD award.

(E) 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.

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

(3) The report may be submitted to acknowledge or reject ISRs in eSRSs, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contract unless stated otherwise in the contract.

(i) Reports submitted under a commercial plan-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government’s fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the percentage of dollars attributable to each agency from which contracts for commercial items were competitively awarded is also required.

(D) 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 make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the terms of the subcontract or the prime contract.

(b) The amount of each acceleration payment is based on the contractor’s proposal and may be in excess of the prime contract or subcontract amount.

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

(d) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, 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 Contracting Officer.

(b) If the contractor becomes aware of any actual or potential labor dispute, the contractor shall immediately notify the Contracting Officer.

(c) The contractor agrees to the assignment of the contractor’s claim under this clause to the Labor Disputes Board (LDB) for arbitration and, in the case of a labor dispute, the contractor agrees to provide the contractor with the same notice and information concerning the dispute.

21. REPORTS (OCT 1999)

The contractor shall furnish reports to the Laboratory from time to time, when requested, in 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 Laboratory.
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 to be a change order, make changes in the work within the general scope of the contract, including changes in:
(1) The work or services performed;
(2) The method or manner of performing the work;
(3) Any contract document, including specifications and drawings; or
(4) Directing acceleration in the performance of the work.
(b) Written or oral change 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, request, or request for proposal; and
(2) That the Contractor regards the order as a change order.
(c) Except as provided in this clause, no order, request, or request for proposal of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment unless and until the Contractor shall have submitted to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal shall be treated as a change order for the purpose of this clause. The Contractor shall then be afforded an opportunity to negotiate a change order. Except as otherwise required for any costs incurred more than 20 days before the Contractor gives written notice as required, in the case of defective specifications for which the Government is responsible, the equitable adjustment will be made by the Contracting Officer in attempting to comply with the defective specifications.
(d) The Contractor must submit to the Contracting Officer under this clause within 30 days after receipt of written order or written change order, whichever is later, an estimate of the tangible cost of making the changes, if any, to the contract that have been or may be incurred by the Contractor in order to carry out the changes. This estimate shall be supported by a statement of the method and basis for arriving at the estimate. All reports delivered to the Laboratory under this contract shall contain a signature page indicating that the report was approved by an authorized representative of the Laboratory.

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, approves specific services, or, partial or complete performance of the contract.
(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the correct or incorrect delivery of any item, the Contractor will incorporate, and require its subcontractors to incorporate, all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the specifications of this contract, unless otherwise agreed to in advance by the Contractor and the Laboratory. The Contractor shall provide an inspection system acceptable to the Laboratory, and maintain such system during the term of this contract. The Contractor shall maintain an inspection system acceptable to the Laboratory of facilities and services performed under this contract.
(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 right of rejection of such supplies shall be exercised by the Laboratory by giving 30 days’ notice, unless otherwise agreed to in advance by the Contractor and the Laboratory. The Contractor shall correct or reperform any defective or nonconforming supplies within 30 days after receipt of notice by the Laboratory.
(d) If any of the services do not conform with contract requirements, the Laboratory may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the defects in services cannot be corrected by reperformance, the Laboratory may—
(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
(2) The Contractor to reperform or correct the work, including corrective work performed by the Laboratory, at the Contractor’s cost of the services performed.
(e) If the Contractor fails to perform or correct the work, including corrective work performed by the Laboratory, at the Contractor’s cost, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and Subcontract under this contract.

24. WARRANTY OF SUPPLIES (JUN 2014)
The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in 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.
31. PROPERTY (JAN 2013)

(a) Furnishing of Government property. The Laboratory reserves the right to furnish any property or services required for the performance of the contract. The Laboratory shall prepare and submit to the Contractor a list of property furnished under this contract.

(b) Title to property. Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and services purchased by the Laboratory in connection with the performance of the work under this contract shall vest in the Government upon (1) issuance of a purchase order, (2) completion of contract work, or (3) reimbursement of costs incurred in the performance of the contract.

(c) Identification. To the extent directed by the Laboratory Procurement Official, the Contractor shall identify Government property coming into the Contractor's possession or custody, by marking or segregating in such a way, as directed by the Laboratory, as a means of accounting, as prescribed by the Laboratory Procurement Official, of all government property which had come into the possession or custody of the Contractor under this contract.

(d) Protection of government property. The Contractor shall take reasonable precautions to protect government property from loss, destruction, damage, or theft. The Contractor shall return to the Government any property which has been damaged, destroyed, or lost.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in all cost reimbursable subcontracts.

(f) Risk of loss of Government property:

(i) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:

(A) Willful misconduct or lack of good faith on the part of the Contractor's managerial personnel;

(B) Failure of the Contractor's managerial personnel to take all reasonable steps to comply with any written direction of the Contracting Officer to safeguard such property under paragraph (e) of this clause; or

(C) Failure of the Contractor's managers or their agents to establish, administer, or maintain an approved property management system in accordance with this clause.

(ii) If, after an initial review of the facts, the Laboratory Procurement Official finds that the Contractor has reason to believe that the loss, destruction, or damage was caused by any of the following, the Contractor shall report to the Laboratory Procurement Official the facts and circumstances under which such loss, destruction, or damage occurred.

(iii) The Contractor shall be responsible for the loss, destruction, or damage to the extent that such loss, destruction, or damage was caused by any of the following:

(a) Willful misconduct or lack of good faith on the part of the Contractor's managerial personnel;

(b) Failure of the Contractor's managers or their agents to establish, administer, or maintain an approved property management system in accordance with this clause.

32. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JAN 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.301) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are jointly and severally liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold payment of the amount of any liquidated damages assessed against the Contractor from the proceeds of any payment due for work under this contract. The Contracting Officer will withhold payment of unpaid wages if the Contractor is not in compliance with the terms of this clause.

(d) Property management system. The Contractor shall establish, administer, and maintain a property management system that is consistent with all relevant facts and circumstances.

(e) Protection of government high-risk property. The Contractor shall include this clause in all cost reimbursable subcontracts.
that distortions unit prices will not be included. For example, distributing costs 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 or contract term.

(b) Where requested by the Contractor, the Offeror/Contractor shall also identify those line items for which the contractor will not make a cost or price adjustment to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than acquisitions at or below the simplified acquisition threshold in FAR Part 12; service contracts under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

34. BUY AMERICAN ACT – SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—
(1) “Commercially available-off-the-shelf (COTS) item” means—
(i) A commercial item (as defined in paragraph (2) of the definition at FAR 2.101); Sold in substantial quantities in the commercial marketplace.
(ii) 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
(iii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(d), such as agricultural products and petroleum products.
(2) “Component” means an article, material, or supply incorporated directly into an end product.
(3) “Cost of components” means—
(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to incorporate into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Costs of components manufactured include any costs associated with the manufacture of the end product.

(b) “Domestic end product” means—

(1) An unmanufactured end product mined or produced in the United States;
(2) An end product manufactured in the United States;
(3) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin include materials that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date and not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(c) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Representations and Certifications for the solicitation as a “Buy American Certificate.”

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 on the contract date but whose exemption or exclusion was later revoked or modified during the contract period, on the transaction for which the tax was specifically levied, or on the transaction for which the tax was imposed and not obtained, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.
(2) After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption or exclusion was later revoked or modified during the contract period, on the transaction for which the tax was specifically levied, or on the transaction for which the tax was imposed and not obtained, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(b) Costs of components included in the contract price shall be increased by the amount of any after-imposed Federal tax, except those areas.

(c) The contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than acquisitions at or below the simplified acquisition threshold in FAR Part 12; service contracts under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

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. If this Notice shall be given for default of the Contractor, termination shall include all defaults, and during the notice period, including compensation to the contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

37. DEFAULT (OCT 1999)

(a) (1) The Laboratory, except as provided in paragraphs (c) and (d) below, by written notice of default to the contractor, may terminate this contract 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;
(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2)(ii) below);
(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2)(ii) below).

(b) The Laboratory’s right to terminate this contract under subdivisions (1)(i) and (1)(ii) above, may be exercised if the contractor does not cure such failure within 10 days (or such longer period as may be authorized 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 failure of the contractor to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) strikes, (4) insurrection, (5) war, (6) riots, (7) flight embargoes, and (8) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.

(d) If the contractor is unable to perform the contract due to the default of a subcontractor at any tier, and if the contractor has the right to terminate the contract under paragraph (a)(1)(ii) above, the contractor may terminate this contract in whole or in part at its option. The contractor shall promptly notify the Laboratory of the contractor’s inability to obtain the performance required by the subcontractor.

(e) If the contractor is unable to perform the contract because of a default of any subcontractor at any tier, and if the contractor has the right to terminate the contract under paragraph (a)(1)(ii) above, the contractor shall promptly notify the Laboratory of the contractor’s inability to obtain the performance required by the subcontractor.

(f) If the contractor is unable to perform the contract because of a default of any subcontractor at any tier, and if the contractor has the right to terminate the contract under paragraph (a)(1)(ii) above, the contractor shall promptly notify the Laboratory of the contractor’s inability to obtain the performance required by the subcontractor.

(g) (1) The contractor shall not be liable for any failure of the contractor to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) strikes, (4) insurrection, (5) war, (6) riots, (7) flight embargoes, and (8) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.

(h) If the contractor is unable to perform the contract due to the default of a subcontractor at any tier, and if the contractor has the right to terminate the contract under paragraph (a)(1)(ii) above, the contractor may terminate this contract in whole or in part at its option. The contractor shall promptly notify the Laboratory of the contractor’s inability to obtain the performance required by the subcontractor.

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 Contractor 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 subcontract 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:

(A) Awarding any Federal contract.

(B) Making any Federal grant.

(C) Making any Federal loan.

(D) Entering into any cooperative agreement.

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

(3) Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaska Native Villages.

(4) Influencing or attempting to influence means, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(b) Scope of prohibitions.

(1) For purposes of this clause, the contractor shall use the word "influence" in its broadest sense and shall include, but not be limited to—

(A) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(B) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(C) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(D) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(E) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(F) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(G) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

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(I) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

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(L) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(M) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(N) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(O) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(P) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(Q) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(R) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(S) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(T) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(U) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(V) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(W) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(X) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(Y) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(Z) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352.

(i) Payment of reasonable compensation to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information necessary to prepare or submit a proposal is not considered agency or legislative liaison. Of course, juries in criminal trials may award payment of reasonable compensation to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information necessary to prepare or submit a proposal is not considered agency or legislative liaison.

(ii) Payment of reasonable compensation to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information necessary to prepare or submit a proposal is not considered agency or legislative liaison. Of course, juries in criminal trials may award payment of reasonable compensation to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information necessary to prepare or submit a proposal is not considered agency or legislative liaison.
(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) Definition of Classified Information. The term Classified Information means information which is classified under any provision of law (whether by statute or Executive Order) to require protection or use of special nuclear material or information or special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data Category pursuant to 42 U.S.C. 2162 [Section 51 as amended, of the Atomic Energy Act of 1954].

(d) Definition of Formerly Restricted Data. The term Formerly Restricted Data means information that has been determined to be special nuclear material, but does not include source material.

(e) Definition of Formerly Restricted Data. The term Security Information means information that has been determined to be special nuclear material, but does not include source material.

(f) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the utilization of atomic energy; (2) is necessary to protect against unauthorized disclosure that, if disclosed to the public, would cause damage to the national security; or (3) if protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to the transmission of Restricted Data.

(g) Definition of National Security Information. The term National Security Information means information that has been determined to be special nuclear material, but does not include source material.

(h) Access authorizations of personnel. The Contractor must maintain a record of information concerning each individual hired and placed in the position prior to receiving an access authorization.

(i) The Contractor shall not place that individual in such a position prior to the individual’s receipt of a DOE access authorization, unless an approval to receive access has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the unclassified employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authority) until an access authorization has been granted.

(j) Criminal liability. It is understood that disclosure of any classified information relating to the sites or activities governed by this contract to any unauthorized individual or entity, any recipient of any such information, or any other person may be a violation of the Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, shall be a contract default.

(k) Compliance with Security Instructions. The Contractor shall comply with all security regulations and contract requirements of DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the utilization of atomic energy; (2) is necessary to protect against unauthorized disclosure that, if disclosed to the public, would cause damage to the national security; or (3) if protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to the transmission of Restricted Data.

(l) Foreign Ownership, Control, or Influence. (1) The Contractor shall promptly inform the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently with notice to the Contracting Office.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the Contractor has, or will acquire, a level of foreign ownership, control, or influence which would create a national defense or security issue. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such security instructions as DOE shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default if the Contractor fails to meet obligations which creates a foreign ownership, control, or influence situation in order to avoid performance or a performance deficit. The Contracting Officer may terminate this contract if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence.

(5) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 30 CFR 704.10, 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 should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(6) Flow down to subcontractors. 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 each Subcontractor to: (a) have an existing DOE facility clearance or, where applicable, to submit a completed SF 328, Certificate Pertaining to Foreign Interests, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in any form; and (b) submit all required information concerning foreign ownership, control, or influence under this clause to the cognizant security office.

(7) The term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

44. LABORATORY SITE ACCESS AND/OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (HEC 2004)

Site Access

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or designee. All requests for access shall be documented on Form ANL-593. Non-U.S. citizens either visitors (on site for 30 days or less) or assignees (on site for more than 30 days in a 12-month period). A certified host must be assigned for each individual requesting access. DOE site access is not authorized if the individual has been determined to be a “Sensitive National.” If the individual is approved for access, DOE indices checks can be completed prior to approval. In such cases, a specific clearance is required to be completed prior to access being granted. The DOE sites are compliant with the requirements of the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-employment disability related questioning.

Activity Participation

Due to Department of Energy directives and Department of Commerce regulations, persons who are born in (and who are not naturalized U.S. Citizens) or are citizens of any ‘Terrorist Supporting Country’ may be denied access and/or participation in activities with Argonne National Laboratory. The requirement is to be followed by all contractors at any level.

45. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, telephonic contact, through visits or workshops, or even in the form of manuals, books, etc. may also be deemed exports if significant details are revealed. It is the contractor's obligation to obtain all appropriate export licenses, keep required records, and fully comply with all export control regulations. By appropriate government license or regulation, contractor agrees not to export directly or indirectly any technical data or materials for which a license is required. Contractor shall be solely liable for any violation of export control regulations or statutes, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any violation of export control regulations.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and foreign policy objectives. Argonne and its employees undertake to further its research and technology development mission is excepted from U.S. export control restrictions. This includes the export of technical data by all of the export control regulations and regulations to ensure its compliance with export controls.

An export can occur through a variety of means, including oral communications, written documentation, computer assisted tools or non- U.S. Government software to foreign nationals. Security transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting any location. The United States is considered a foreign country.

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

- Fundamental research and information resulting from fundamental research and is protected information and software (publicly available) education information
- Patent applications
If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export. To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without proper exemptions or license, you cannot export information, technology, or related items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to export.

47. ENVIRONMENTAL PROTECTION (oct 1998)

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

48. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR Part 706 for work performed on behalf of DOE directly related to activities at DOE- owned sites.
(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (c), in all subcontracts involving work performed on DOE directly related to activities at DOE-owned or leased sites.

49. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

(a) The contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR Part 706 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

(i) Means any item included in any commercial item list that is—

(1) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
(2) Sold in substantial quantities in the commercial marketplace and
(3) 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;

(ii) Does not include bulk cargo, as defined in 48 U.S.C. 40101(h), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not award a subcontract to any participating entity, in excess of $20,000, proposed for debarment, suspended, or proposed for debarment by any executive agency unless there is a compelling national security interest to do so.

(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) who is debarred, suspended, or proposed for debarment (see FAR 9.404-3 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.
(2) The Contractor's knowledge of the reasons for the subcontracting or subcontractor.
(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its debarment, suspension, or proposal for debarment.
(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the proposed debarment, suspension, or proposal for debarment.

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

(1) Exceeds $30,000 in value; and
(2) Is not a subcontract for commercially available off-the-shelf items.

51. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

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

"Coercion" means—

(1) Threats of serious harm or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.

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

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as such labor or service as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance. "Forced labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) By threats of serious harm to, or physical restraint against, that person or another person.

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

(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) By threats of serious harm to, or physical restraint against, that person or another person.

"Involuntary servitude" includes a condition of servitude induced by means of—

(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.

52. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract and for determining whether and to what extent an action constitutes research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the Laboratory Procurement Office (LPO), the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer and, unless otherwise instructed, the contractor must:

(1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;
(2) If the investigation leads to a finding of research misconduct, conduct an adjudication of an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate remedies and reasonable steps to ensure that the research misconduct will not recur. The contractor must forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor's adjudicating official, and the corrective action taken or planned, and the subject's written response (if any).

(c) The Laboratory may elect to act in lieu of the contractor in conducting an inquiry or investigation into an allegation of research misconduct if the LPO finds that:

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;
(2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry or investigation; or
(3) Laboratory involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest; or
(4) The nature of the allegation involves a significant national security concern.

(d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:

(1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering retribution. Schedule 2 to this clause, "Definitions for Research Misconduct Investigation and Adjudication Procedures", contains a list of examples of awareness programs. Additional information on trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip .

(2) Adjudication. The contractor may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when conducting remediation.

53. "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, transportation, provision, or use of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting that person to a commercial sex act, severe forms of labor trafficking in persons, or coercion for the purpose of compelling participation in illegal gambling or other非法 activities.

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

(1) Policies. The United States Government has issued a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(a) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(b) Procure commercial sex acts during the period of performance of the contract; or
(c) Use forced labor in the performance of the contract.

(b) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees for violations of this policy.
Such actions shall include, but not be limited to, the removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors employees pursuant to this clause.

(c) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employee from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of obligations under the contract;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Reimbursement of the contractor for the cost of default or cause, in accordance with the termination clause of this contract; or
(6) Suspension or debarment; or
Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts.

(f) The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when conducting remediation.
56. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

(1) "Company-owned" means personal use motor vehicles that are owned by the Contractor and made available to its employees for the use of such employees in connection with the operation of the Company-owned personal use motor vehicle.

(2) "Segregated facilities," means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities that are owned by a Contractor and provided to its employees that are not separate or as otherwise segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(b) The Contractor shall not provide 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 exist.

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

(a) The Contractor shall maintain complete and accurate records that shall include, for each cost reimbursement agreement, sufficient documentation to support the costs claimed under such agreements and to enable an audit of the charges.

(b) The Contractor shall maintain, for a period of 6 years after final payment under this contract, all financial records and supporting documents, both paper and electronic, necessary to document the costs claimed under this contract.

(c) The Contractor shall afford DOE proper facilities for such inspection and audit.

(d) The Contractor shall provide access to the records and materials that are necessary to enable an audit to be conducted.

(e) The Contractor shall permit DOE to perform this audit at reasonable times and at reasonable locations.

(f) The Contractor shall not destroy any of its records or any other materials that are necessary for DOE to conduct a complete and accurate audit until DOE has notified the Contractor in writing that it has completed its audit.

58. TECHNICAL STANDARDS PROGRAM (FEB 2011)

This article applies if any Contractor personnel participate in development, review or selection activities related to 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, and selecting technical standards for use to support assigned DOE missions and functions, must—

   a. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

   b. Participate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by DOE policies involving transmittal or implementation of such standards, and be available to provide expert advice to DOE at such times as requested.

   c. Designate and provide a support for technical standards activities, including assistance in the development, review, and implementation of DOE Technical Standards.

   d. Report participation in DOE standards activities conducted in support of DOE missions and functions through the Laboratory, Technical Standards Manager in The Office of Contract Administration (COA). [Use Form DOE F 1300.2 (05/2010)]

   e. Ensure that the Contractor’s technical standards activities are consistent with DOE policies to assure privacy between the sexes.

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. The Contractor for warranty purposes will accept as genuine any part during the performance of work at the Argonne National Laboratory including all genuine, original and new, or otherwise suitable for the intended purpose. Furthermore, the Contractor shall indemnify and hold harmless, the Laboratory, its employees and agents, third parties, and any financial loss or injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been modified or altered.
under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; 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 and retain such information or items, at no cost, and identify, segregate, 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>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Siyebo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</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>
</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 Type 1</td>
<td></td>
</tr>
<tr>
<td>A325 KS Type 2</td>
<td></td>
</tr>
<tr>
<td>A325 KS Type 3</td>
<td></td>
</tr>
</tbody>
</table>

Headmarking are usually raised – sometimes indented.

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

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