APPENDIX A

ARGONNE TERMS AND CONDITIONS

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

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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 acknowledgement or acceptance of terms which are additional or inconsistent with the provisions of this contract or the Terms and Conditions herein set forth or which vary any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgement shall be performed in accordance with the Terms and Conditions of this contract.

2. PAYMENTS (FEB 2004)
(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Laboratory at
(1) The amount due on the deliveries it or (2) the contractor requests it and the amount due on the deliveries is at least 1.00% or 50% of the total contract price.
(b) Property.
(1) Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, IDENTIFICATION, which is required to be furnished by the contractor and performance of the contract for which the contractor is entitled to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.
(2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne Laboratory Subcontract Property Government Property Property Acquisition Record, ANL-661.
The LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES REGARDLESS IF PROPERTY IS BEING REQUESTED ON A PARTICULAR INVOICE OR NOT.
(c) Submission of Transportation Documents.
(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents for property as required for the Laboratory.
 If the contractor's notifications were furnished within five (5) days of the initiation of the prepayment audit. The Contractor shall provide the notice by which the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and, if an individual, the last known address of the individual, in order to be released from the obligations of the bankruptcy petition. The notice shall be considered to be for payment without regard to time, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-
(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruiting advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation;
(viii) Selection for training, including apprenticeship;
(ix) Displacement;
(x) Discharge;
(xi) Refusal to hire.
(2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne Laboratory Subcontract Property Government Property Acquisition Record, ANL-661.
The LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES REGARDLESS IF PROPERTY IS BEING REQUESTED ON A PARTICULAR INVOICE OR NOT.
(d) Submission of Transportation Documents.
(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents for property as required for the Laboratory.
(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission for the necessary forms.
(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Laboratory, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(5) The Contractor shall, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed with the OFCCP within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records, (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed with the OFCCP within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions are binding upon any subcontractor or vendor.
(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including, but not limited to, withholding payments, withholding progress payments, withholding liquidated damages, withholding interest on contract proceeds, or taking any other action as may be appropriate.
(d) NOTWITHSTANDING ANY OTHER CLAUSE IN THIS CONTRACT, CONTRACTS RELATING TO THE FURNISHING OF LABORATORY SERVICES TO THE LABORATORY IS GOVERNED BY THE PROCEDURES IN 41 CFR 60-1.1.

9. COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(a) The Contractor warrants that no person or government agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agent. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
(b) As used in this clause, "agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither enters nor proposes to enter improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
(c) As used in this clause, "employee," as used in this clause, means an employee, by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither enters nor proposes to enter improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
(d) As used in this clause, "contractor," as used in this clause, means any government agency or instrumentality, including any corporation, partnership, or other business concern that is engaged in the commercial or selling business of securing business for a contractor.
(e) As used in this clause, "contractor's" means any act or influence that is required, or that is impacted by, the success of a Government contract.
(f) As used in this clause, "governmental" means any act or influence that is required, or that is impacted by, the success of a Government contract.
(g) As used in this clause, "contractor's" means any act or influence that is required, or that is impacted by, the success of a Government contract.
(h) As used in this clause, "governmental" means any act or influence that is required, or that is impacted by, the success of a Government contract.

10. EQUAL OPPORTUNITY (APR 2015)
(a) Definition. As used in this clause, "protected veteran," "disabled veteran," "recently separated veteran," "active duty service medal veteran," "Armed Forces service medal veteran," "Armed Forces service medal veteran," and "Armed Forces service medal veteran," have the meanings given in FAR 22.1401.
(b) Unless the Contractor is a small business as defined in the local government area, the Contractor shall report to the OFPP 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, that are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, and armed forces-disabled veterans, and recently separated veterans); and
(2) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
(c) The Contractor shall provide the OFPP with one report per Federal Contractor Employees' Report (see "VETS-4212 Federal Contractor Employees' Report" and "Filing Your VETS-4212 Report" at www.dol.gov/whd/vets/vets4212.html.
(d) The Contractor shall submit VETS-4212 Reports no later than December 30 of each year.
(e) The employment activity report required by paragraphs (b)(2) and (b)(3) 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 select an ending date of-
(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-422. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-7.1(b), voluntary self-disclosure by applicants, or actual knowledge of veterans’ status by the contractor. This paragraph does not relieve an employer of liability for or any other violation of 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

8. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—
(1) “Vets” means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the State of Hawaii; “United States”, as defined in 8 U.S.C. 1101(a)(38) through (41) (c)(1) (B) “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given them in 38 U.S.C. 4241.

(b) Compliance with federal laws.

(1) The Contractor shall comply with all provisions of the employee notice and related rules, and requirements of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) In the event that the Contractor does not comply with the requirements set forth in paragraphs (b)(1) and (b)(2) of this clause, the contractor may be suspended or debarred in accordance with 29 CFR 47.14 and 47.14. Such other sanctions or remedies may be imposed as provided by 29 CFR part 47, which implements Executive Order 13496 or as otherwise provided by law.

(i) Subcontracts. (i) The contractor shall include the substance of this clause, including this paragraph, in any subcontract exceeding $100,000 and will perform wholly or partially in the United States, unless exempted by the Director, Office of Federal Contract Compliance Programs; or the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(ii) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

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

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

10. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR 2020)

(Appplies 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 47, 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 and applicants, and it provides contact information for the National Labor Relations Board (www.nlrb.gov), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the prescribed notice conspicuously in places where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically.

Obtaining Copies of the Notice of Employee Rights Executive Order 13496 Notice of Employee Rights, in Adobe Reader (.pdf) format, can be downloaded from the link:

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been determined to meet the requirements of the Government’s Federal Minimum Background Investigation Standards and is not listed as having been recommended for exclusion.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

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

(ii) Construction;

(2) Has a value of more than $3,000; and

(3) Includes work performed in the United States.

12. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a) as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the substance of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

13. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract of, items containing either toxic chemical, or radioactive materials, shall file by the 30th day of the month following the month in which the Contractor first became aware that the material was subject to CERCLA, or that a release of a toxic chemical or radioactive material has not changed; and

(b) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

14. NOTICE OF RADIOACTIVE MATERIALS (JAN 1987)

(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 the contract, of items containing either—

(1) A radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(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 exceeds 0.002 microcuries for microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the licensee, the manufacturer of the material, and any other information required by the Government to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 0000-0107).

(b) The Contractor shall notify the Laboratory Procurement Representative in writing the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.610.

(c) If there has been 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 waive the notice requirement in paragraph (a) of this clause. Any such request shall —

(1) Be submitted in writing;

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

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

(d) All items, parts, or subassemblies containing radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are contained shall be labeled in accordance with the latest revision of MIL-STD-129 in effect on the date of the contract.

(e) The Contractor shall include in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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

(a) Definitions. As used in this clause —

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

(2) "U.S.-flag air carrier" means an air carrier operating in accordance with the laws, rules and regulations of the United States.

(b) The Contractor shall not include in its contract of, items containing either—

(1) A contract or agreement for ocean transportation services; or

(2) A vessel flag of registry.

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

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

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subsequent or purchase order under this contract that may involve international air transportation.


(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of the cargo, materials, or equipment, located within or outside the United States, that may be transported by ocean vessel—

(1) Acquired for a U.S. Government agency account;

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

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

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

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or supplies, described in paragraph (a) above, to the extent that service by those carriers is available. It requires the Comptroller General of the United States to prepare an annual report to determine the extent that service by those carriers is available. The Comptroller General shall make recommendations to the Secretary of the Department of Transportation for action to increase the use of privately owned U.S.-flag commercial vessels for this purpose.
18. SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

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

(b) Definitions: As used in this clause—

- “Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1621 et seq.) and which is considered a minority- or disadvantaged-controlled concern according to the criteria at 43 U.S.C. 1621(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. 1621(b)(1).
- “Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.
- “Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).
- “Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, web-based system, for the electronic collection, submission, and reporting of subcontracting program data eSRS is located at http://www.esrs.gov.
- “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Secretary of the Interior as eligible for assistance services of the Bureau of Indian Affairs in accordance with 25 U.S.C. 1421a.
- “Indian tribe, band, group, pueblo, or community” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Secretary of the Interior as eligible for assistance services of the Bureau of Indian Affairs in accordance with 25 U.S.C. 1421a.
- “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Secretary of the Interior as eligible for assistance services of the Bureau of Indian Affairs in accordance with 25 U.S.C. 1421a.
- “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Secretary of the Interior as eligible for assistance services of the Bureau of Indian Affairs in accordance with 25 U.S.C. 1421a.
- “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Secretary of the Interior as eligible for assistance services of the Bureau of Indian Affairs in accordance with 25 U.S.C. 1421a.
- “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Secretary of the Interior as eligible for assistance services of the Bureau of Indian Affairs in accordance with 25 U.S.C. 1421a.
- “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Secretary of the Interior as eligible for assistance services of the Bureau of Indian Affairs in accordance with 25 U.S.C. 1421a.

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

(i) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the basic contract and separate parts for each option (if any). The plan shall be included in the contractor’s official responsible for acknowledging receipt of or rejecting the subcontractor’s official responsible for acknowledging receipt of the subcontractor’s current plan.

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

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract towards its goals, the ANC or Indian tribe shall designate only a portion of the subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

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

(D) 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.

(ii) The offeror’s subcontracting plan shall include the following:

(A) The offeror’s subcontracting plan shall include the following:

(i) Total dollars planned to be subcontracted to a small business concern, with a share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns;
- Women-owned small business concerns.

(ii) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(iii) A description of the offeror’s subcontracting program, and a description of the duties of the individual.

(iv) Where the offeror used the SAM, an accurate representation of a concern’s size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concern.

(v) A statement to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

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

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

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

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

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

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

(i) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(ii) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(iii) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(iv) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(v) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(vi) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(vii) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(viii) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(ix) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.

(x) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- Small business concerns (including ANC and Indian tribes);
- Service-disabled veteran-owned small business concerns;
- HUBZone small business concerns;
- Small disadvantaged business concerns (including ANC and Indian tribes), and
- Women-owned small business concerns.
A master plan on a plant or division-wide basis that contains all the elements required by
the Contractor shall submit ISRs and SSRs using the web-based eSRS at
A commercial plan is the preferred type of subcontracting plan for contractors furnishing
Confirm that a subcontractor representing itself as a HUBZone small business, or has
reached the thirty contract threshold in any twelve-month period, continues to meet the definition of a commercial item. A Contractor with a commercial plan
performance, the Contractor shall perform the following functions:

(i) Reports submitted under a commercial plan

(ii) Provide notice to subcontractors concerning penalties and remedies for
misrepresentations of business status as small, veteran-owned small business,
HUDZone small, disadvantaged, or women-owned small businesses.

(iii) The report shall be submitted semi-annually during contract performance for
the successful subcontract offeror, the Contractor must inform each unsuccessful
small business concern received a small business preference, upon determination of
misrepresentations of business status as small, veteran-owned small business,
was identified as a certified HUBZone small business concern by accessing the SAM
database or by contacting SBA.

(iv) 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,
and

(v) The master plan has been approved;

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

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

(ii) The report shall be submitted annually for
reports submitted by subcontractors with contracts covering work for more than one executive
agency, the Contractor shall specify the percentage
Government agency awarding the prime contracts unless stated
otherwise in the contract.

(iv) The report shall be submitted semi-annually during contract performance for
the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the
contractor in its deliverables. The contractor shall submit this report via eSRS, and
shall notify the Laboratory of the submission of the report via eSRS.

(vi) On a contract-by-contract basis, records to support award data submitted by
the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the
contractor in its deliverables. The contractor shall submit this report via eSRS, and
shall notify the Laboratory of the submission of the report via eSRS.

(v) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or
in attempting to comply with the defective specifications.

(vi) Subcontract awards that are related to work for more than one executive agency, the Contractor shall specify the percentage
Government agency awarding the prime contracts unless stated
otherwise in the contract.

(b) The report shall be submitted annually for
reports submitted by subcontractors with contracts covering work for more than one executive
agency, the Contractor shall specify the percentage
Government agency awarding the prime contracts unless stated
otherwise in the contract.

(c) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall provide in writing the name and location of this
successful offeror prior to award of the contract.

(d) 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 subcontract plan.

(e) Subcontracting plans are not required from subcontractors when the prime contract contains
the clause of this contract entitled “Utilization Of Small Business Concerns;” or

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after
the current reporting period.

(g) Any other written or oral order (which, as used in this paragraph (b), includes direction,
change in attempt to comply with the defective specifications.

(h) Prior compliance of the offeror with other subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for

(i) The failure of the Contractor or subcontractor to comply in good faith with-

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

(k) The Contractor shall submit ISRs and SSRs using the web-based eSRS at
http://www.esrs.sba.gov. Purchases from a corporation, company, or subdivision that is an affiliate
of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate tier-subcontractors. Credit cannot be taken for awards made to lower
tier subcontractors, unless the Contractor or subcontractor has been designated to receive a
small business or small disadvantaged business credit from an ANC of Indian Tribe. Only
subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the
State Department or any other agency that has statutory or regulatory authority to require
subcontracting plans for subcontracts performed outside the United States and its outlying areas

(l) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(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 within 30 days after 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) The report shall be submitted within 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.

(iii) The authority to acknowledge receipt or reject the ISR resides-

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontract plan, with the Government representative that awarded the subcontract.

(ii) SSR.

(A) This report encompasses all subcontracting under prime contracts and
subcontracts with the awarding agency, regardless of the dollar value of the
subcontracts.

(B) This report may be submitted on a corporate, company or subdivision
(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. However, for construction and related maintenance and repair, a separate report shall be submitted for each fund component.

(D) For DoD and NASA, the report shall be submitted semi-annually for
the previous reporting period. Each report shall be due 30 days after the end of each reporting period.

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

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs
submitted by subcontractors with subcontracting plans, resides with the
Contracting Officer who approved the commercial plan.

19. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2010)

(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
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 Contractor shall provide in writing the name and location of this
successful offeror prior to award of the contract.

The contractor shall furnish intermediate reports to the Laboratory from time to time, when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the
Laboratory summarizing activities of the contractor under this contract and shall make such final reports as may be required by the
Laboratory.

That the Contractor regards the order as a change order.

The Contractor must adjust its report to an adjustment under this clause within 30 days after
receipt of a written change order paragraph (a) of this clause or
the offeror.

The contractor shall submit a written change order paragraph (b) of this clause, by submitting to the Contractor a written statement describing the general nature and amount of the proposed change, the proposal being considered by the Government. The statement of
proposal for adjustment may be included in the notice under paragraph (b) of this clause.

No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after
final payment under this contract. EXTRAS (OCT 1999)
23. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, any responsibility of the contractor for the defective or nonconforming services or for any specified partial or complete performance of the contract.

(b) Reperformance of defective services. If the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will be free from defects in workmanship and conform to the requirements of this contract. The Laboratory Procurement Official shall give written notice of any defect or nonconformance to the Contractor. The Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor. Services performed within 30 days from the date of acceptance by the Laboratory, or within 1000 hours of use by the Laboratory, or other specific event whose occurrence will terminate the period of notice, of any service or portion thereof (or any service or portion thereof). This notice shall state that the Contractor shall correct or reperform any defective or nonconforming services, or (2) require the Contractor to take necessary action to ensure future performance in conformity with contract requirements, the Laboratory may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Laboratory that is directly related to the performance of such service or (2) terminate the contract for default.

28. PERMITS OR LICENSES (OCT 1999)

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

29. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

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

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

30. SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)

(a) Definitions. As used in this clause—

“Commercial Item” has the meaning contained in Federal Acquisition Regulation 210.5.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as defined in FAR 2.101, as required by the contract.

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


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

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

31. PROPERTY (JAN 2013)

(a) Furnishing of Government property. The Laboratory reserves the right to furnish any property required for operations of the contractor if such property is not in the possession of the contractor.

(b) Title to property. Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the contractor. Interest in such property shall vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) transfer of specific property of such property in the performance of this contract, or (3) reassignment of the cost thereof by the contractor. Property furnished by the Laboratory or leased by the contractor for the use of which the contractor is entitled is referred to as Government property. Title to Government property shall not be affected by the incorporation of such property into or for use in other contracts awarded by the Government, nor shall such Government property or any part thereof, be become a fixture or lose its identity as personalty by reason of affiliation to any realty.

(1) 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 and segregating in such a way, satisfactory to the Contractor, as shall indicate its ownership by the Government.

(d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official may direct during the progress of the work or upon completion or termination of this contract. The Contractor shall, in connection with disposition of Government property, maintain proper records of such property. The Laboratory Procurement Official may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Laboratory Procurement Official and the Contractor as the fair market value of such property, subject to any provision for the disposition of any portion of the cost of insurance obtained by the Contractor that is allocable to the Government property on the militarily critical technologies list. The Contractor shall keep a baseline inventory covering all items of Government property. The Contractor shall maintain the baseline inventory consistent with all relevant facts and circumstances.

(i) The term “contractor’s managerial personnel” as used in this clause means the Contractor’s officers—management officials, including the Contractor’s manager, and/or superintendents, or other equivalent representatives who have supervision or direction of:

1. All or substantially all of the Contractor’s business;
2. All or substantially all of the Contractor’s operations at any one facility or separate location to which this contract is being performed;
3. A separate and complete major industrial operation in connection with the performance of this contract;
4. A separate and complete major construction, alteration, or repair operation in connection with the performance of this contract.

(ii) The Contractor shall include this clause in all cost reimbursable subcontracts.

32. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

32.1 The Contractor shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items’ base costs.

32.2 The Contractor shall include the provisions set forth in paragraphs (a) through (d) of this clause in all cost reimbursable subcontracts that exceed $150,000.

33. INTEGRITY OF UNIT PRICES (OCT 2010)

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

33.2 Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items’ base costs.

34. BUY AMERICAN ACT – SUPPLIES (MAY 2014)

34.1 Definitions. As used in this clause—

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

1. Any item with the predominant function of a commercial item (as defined in paragraph (1) of the definition at FAR 2.101); or
2. Sold in substantial quantities in the commercial marketplace; and
3. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not duty-free entry certificate is issued); or
4. Offered by one or more domestic sources at a price, or prices, that are substantially lower than the prices at which comparable COTS items are sold; and
5. Any applicable duty (whether or not a duty-free entry certificate is issued); or
6. Any applicable duty (whether or not a duty-free entry certificate is issued); or
7. Any applicable duty (whether or not a duty-free entry certificate is issued); or
8. Any applicable duty (whether or not a duty-free entry certificate is issued); or
9. Any applicable duty (whether or not a duty-free entry certificate is issued).

"Cost of components" means—

1. Any item with the predominant function of a commercial item (as defined in paragraph (1) of the definition at FAR 2.101); or
2. Sold in substantial quantities in the commercial marketplace; and
3. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not duty-free entry certificate is issued); or
4. Offered by one or more domestic sources at a price, or prices, that are substantially lower than the prices at which comparable COTS items are sold; and
5. Any applicable duty (whether or not a duty-free entry certificate is issued); or
6. Any applicable duty (whether or not a duty-free entry certificate is issued); or
7. Any applicable duty (whether or not a duty-free entry certificate is issued); or
8. Any applicable duty (whether or not a duty-free entry certificate is issued); or
9. Any applicable duty (whether or not a duty-free entry certificate is issued).

"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;
(d) The contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor, and the contractor shall be liable to the Laboratory for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.

(iii) Except for defaults of subcontractors at any tier, the contractor may (2) when the Contractor has reasonable grounds to believe that a violation described in paragraph (f) of this clause has occurred, report the possible violation. Such reports shall be made to the inspector general of the Contracting Officer.

(f) The limits of the contractor’s liability for excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor, and the contractor shall be liable to the Laboratory for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.

(ii) The contractor shall be liable to the Laboratory for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.

(iii) Except for defaults of subcontractors at any tier, the contractor may (2) when the Contractor has reasonable grounds to believe that a violation described in paragraph (f) of this clause has occurred, report the possible violation. Such reports shall be made to the inspector general of the Contracting Officer.

(f) The limits of the contractor’s liability for excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor, and the contractor shall be liable to the Laboratory for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.
Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“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. 450c) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450d).

Influencing or attempting to influence means making, 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.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise approved by a State, with the authority to provide any public service, that is not, in accordance with the Act of 1965 have any public authority, a special district, an infrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the individual performing that services for or behalf of an agency.

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

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

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

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

“Person” means an individual, corporation, company, association, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or for profit. This term includes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

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

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

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

“Regularly employed” means, with respect to an officer or employee of a person receiving or offering a Federal contract, an officer or employee is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

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

(b) Prohibited Payments. Pursuant to 11 U.S.C. 1352, the Contractor agrees to comply with all security regulations and contract provisions in which the Contractor is a party and shall assign to the Government any intellectual property rights resulting from the performance of work under this contract.

(1) Payment for any item or service, other than personnel costs, that is directly related to the performance of work under this contract.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded to the Department of Defense, or the Department of Energy, as the case may be, within 30 days an updated disclosure using OMB Standard Form LLL.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.

42. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

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

43. SECURITY (OCT 2013) (DEVIATION)

Responsibility. The Contractor’s duty to protect all classified information, special nuclear material, and other DOE property, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, materials, and special nuclear material) which are in the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, return to DOE any classified information, special nuclear material in the possession of the Contractor or any person under the Contractor’s control in connection with performance of this contract. If by retention of any classified matter, the Contractor is required to continue to retain classified matter at the Contractor’s address, the Contractor must provide adequate security for such classified information.

(a) Categorical Classification.

(b) Prohibited Payments.

(1) Payment for any item or service, other than personnel costs, that is directly related to the performance of work under this contract.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded to the Department of Defense, or the Department of Energy, as the case may be, within 30 days an updated disclosure using OMB Standard Form LLL.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.

Access authorizations of personnel.

(1) The Contractor must conduct a thorough review, as defined at 48 CFR 409.401, of an applicant for a position to the highest level of clearance, including the highest level of special nuclear material to which access is required. The access need should be based on a full security investigation and a determination of the highest level of access necessary for the individual to carry out the work assigned to the individual. The clearance need should be based on a full security investigation and a determination of the highest level of access necessary for the individual to carry out the work assigned to the individual.
Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor agrees to flow down an existing DOE or Department of Commerce export control authorization or clearance to a Subcontractor pursuant to this clause. To avoid performance or a termination for default. The Contractor may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot or chooses not to avoid directly or indirectly any export or re-export. This includes deemed exports which are any communication of technical data to a foreign national or entity or under circumstances that control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

45. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)

(a) The Contractor shall comply with all applicable U.S. export control laws and regulations.

(b) The Contractor’s responsibility to comply with all applicable laws and regulations exists independent of, and is not conditioned on, any approval or receipt of funding provided for in this clause.

(c) Nothing in this contract applies to, changes, superseded, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to:

(1) The Atomic Energy Act of 1954, as amended;

(2) The Arms Export Control Act (22 U.S.C. 2751 et seq.);


(4) Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);

(5) Assistance to Foreign Atomic Energy Activities (10 CFR part 810);

(6) Export and Import of Nuclear Material and Equipment (10 CFR part 110);

(7) Nuclear Material and Equipment (10 CFR part 120);

(8) Nuclear Waste Material and Equipment (10 CFR part 121).

(d) In addition to the Federal laws and regulations cited above, the National Security Decision Directive (NSDD) 199, National Policy on the Transfer of Scientific, Technical, and Engineering Information establishes a national policy that, to the maximum extent possible, the processes of fundamental research generally do not involve any export-controlled activities. NSDD 199 does not provide that any restrictions may be placed upon the conduct or reporting of federally funded fundamental research that has not received national security classification, except as provided in applicable U.S. statutes. As a result, contracts confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities. NSDD 199 does not take precedence over statutes. NSDD 199 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended by the National Technology Transfer Act; other statutes that apply to export controls such as the Nuclear Regulatory Act of 1978, as amended; and the U.S. International Emergency Economic Powers Act; or the regulations that implement those statutes (e.g., the ITAR, the EAR, the 10 CFR part 110 and 10 CFR part 810). Thus, if items (e.g., commodities, software, or technologies) that are controlled by U.S. export control laws or regulations are are generated or are part of the research efforts, the export control laws and regulations apply to the controlled items.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all solicitations and subcontracts.

46. 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 governing 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 and software) or technology directly or indirectly sold, loaned, delivered, transported, or exported by the contractor, contractor agents, or re-exported without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3(c) and (d).

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear proliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempted from any tier and the term “Contracting Officer” means the DOE Contracting Officer. When this clause is included in a subcontract, the term “Contractor” shall mean Subcontractor and the term “contract” shall mean subcontract.

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

Site Access
Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted at least 30 days prior to the ANL-593 form requesting the visit. For re-visit or sensitive visit.

For assignments involving a foreign national from a “Terrorist Supporting Country”, (which currently include: Cuba, Iran, Libya, North Korea, Sudan, Syria), specific approval of the visit is required by the Arms Export Control Act; the Export Administration Act of 1979, as amended; and the U.S. International Emergency Economic Powers Act; or the regulations that implement those statutes. NSDD 199 does not take precedence over statutes. NSDD 199 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended by the National Technology Transfer Act; other statutes that apply to export controls such as the Nuclear Regulatory Act of 1978, as amended; and the U.S. International Emergency Economic Powers Act; or the regulations that implement those statutes (e.g., the ITAR, the EAR, the 10 CFR part 110 and 10 CFR part 810). Thus, if items (e.g., commodities, software, or technologies) that are controlled by U.S. export control laws or regulations are are generated or are part of the research efforts, the export control laws and regulations apply to the controlled items.
U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls.

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

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

- Fundamental research and information resulting from fundamental research
- Published 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 obtain the license 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 having acquired an export license. (a) If you travel prior to your trip, presentations and discussions must be limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlling the transfer of technologies until they are in the public physical domain. Further elaboration and additional details may be considered an export of technologies and need an export license prior to release.

48. ENVIRONMENTAL PROTECTION (Oct 1999)

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

49. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

(b) The contractor shall not interfere with or retaliate against any individual who in good faith has reported a violation of DOE directly related to activities at DOE-owned or leased sites.

50. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established by section 510 of Public Law 113-295, as enacted 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-283) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workplace, of the DOE employee whistle-blower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all new subcontracts over the simplified acquisition threshold.

51. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

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

(1) Means any kind of supply (including construction material) that is-

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

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

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

(iv) Does not include bulk cargo, as defined in 48 U.S.C. 40102(a), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests.

(c) Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $35,000 with a Contractor that is debarred, suspended, or proposed for debarment, nor shall the Contractor, authorized to act on behalf of the organization.

(d) The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified), in all subcontracts at all tiers, for subcontracts involving work performed on behalf of the DOE, for work under the contract who has other than a minimal impact or involvement in contract performance.

52. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause—

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

"Coercion" means—

(1) The use of serious harm or to physical restraint against anyone;

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

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

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

(1) A commercial item (as defined in paragraph (1) of the definition at 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; and

(4) Does not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and petroleum products.

"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 to an individual or organization of a portion of his or her personal security, such as a security for debt, if the value of those services 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, 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

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

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

(1) Any scheme, plan, or pattern; or

(2) Any threats of serious harm to, or physical restraint against, that person;

"Laboratory" means—

(1) The compelling reason(s) for doing business with the subcontractor notwithstanding its exclusion in SAM.

(ii) An exclusion for a person for the purpose of a commercial sex act.

(iii) The trafficking- related activities of this clause. Contractors, contractor employees, and their agents shall not—

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

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

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

(4) Detain, control, or confine, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a consistent and workable manner, the availability of local labor, or misrepresenting the nature of work, wages, and fringe benefits to the employee;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruitment takes place;

(iii) Provide return transportation or pay for the cost of return transportation upon the end of employment—

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is a national of the United States and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed inside the United States).

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee—

(A) Lawfully permitted to remain in the country of employment and who chooses to do so;

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a victim in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(i) of this clause apply.

(iv) Provide or arrange housing that fails to meet the host country housing and safety standards;

(v) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging relocation and other fees, costs and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that protect trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

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

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

(iii) Take appropriate measures to help improve or prevent violations of the policy, including investigator, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(2) Prepare a written agreement with the employee (for portions of contracts performed outside the United States), and

(3) Provide or arrange housing that fails to meet the host country housing and safety standards; and

(4) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging relocation and other fees, costs and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that protect trafficking in persons. The Contractor shall—

(1) Inform the Contracting Officer and the agency Inspector General immediately.
(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (h) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip.

(ii) A process for employees to report fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Hotline Network (1-844-888-9969) and its email address at help@hotline.org.

(iii) A recruitment and wage plan that only permits the use of recruitment practices that do not utilize recruitment firms identified at paragraph (b) of this clause and to monitor, detect, and terminate any similar or identical practices.

(iv) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontractors, or subcontractor employees that have engaged in such activities.

(v) Procedures to prevent all employees suspected of being victims of or witnesses to prohibited activities, or to prevent harm to the public interest; or,

(vi) Timeliness. The Contractor shall conduct an investigation in a timely manner. The Contractor shall forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor’s adjudicating official, the adjudicating official’s decision and notification of any corrective action taken or planned, and the subject’s written response (if any).

(vii) The Contractor will forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor’s adjudicating official, the adjudicating official’s decision and notification of any corrective action taken or planned, and the subject’s written response (if any).

5.3. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of 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 Official (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:

(A) Conduct an investigation to develop a complete factual record upon which an examination of the allegations may be based and a determination of whether research misconduct has occurred.

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

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

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

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

(iv) The allegation involves possible criminal misconduct.

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:

(1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individual(s) who conduct an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no unresolved conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication should conclude within 180 days of the completion of the investigation.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge of the identity of the subjects of allegations and informants should be limited to those with a need to know.

(5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions. Such actions may include but are not limited to, corrective research record policies and procedures, and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted. The contractor must also implement remedial actions with the LPO. The contractor shall also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable research institutions policies, and remedies shall be approved by the LPO. Remedial actions shall include corrective action to address the seriousness of the misconduct and its impact, whether it was done knowingly or unknowingly, and whether it was an isolated event or pattern of conduct.

(e) The Laboratory reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable policies and procedures. However, the Contractor’s good faith compliance with this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be weighed into account in determining the need for such actions. If the Laboratory pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

(f) Definitions.
“Adjudication” means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

“Fabrication” means making up data or results and reporting or publishing them.

“Foresee” means realizing research misconduct, or any information of an alleged nature or fact, such as having become aware that research misconduct has occurred.

“Finding of Research Misconduct” means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

“Fraud” means deception intended to result in financial or other personal gain.

“Integration Clause” means a clause that integrates into the contract and there are

“INTEGRATION CLAUSE (OCT 1999)”

(a) The Contractor shall provide the Government with full access to any and all information in its possession or control that is relevant to research misconduct.

(b) The Contractor shall be responsible for its agents, employees, and subcontractors and for any work performed by any of them.

(c) The Contractor shall not permit any other activity, arrangement, or entity to perform work under this contract.

54. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized by the contractor during the course of work under this contract, contractor agrees to obtain and maintain automobile liability insurance with limits not less than $50,000 for bodily injury per person, $100,000 for bodily injury per accident, and $50,000 for property damage per accident.

55. ENCORAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this policy—

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

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

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

1. Adopt and enforce policies that ban texting while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Contractor-owned or -rented vehicles used for official Government business or when performing any work or on behalf of the Government.

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

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

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

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

56. INTEGRATION CLAUSE (OCT 1999)

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

57. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

“Identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/litbdf/gb/FAQs.html.

“Segregated facilities,” means any waiting rooms, work areas, rest rooms and wash rooms, rest and other eating areas and other storage areas, break areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by express or administrative directive or in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin because of written or oral policies or employer custom. The term does not include separateate or single rest rooms or rest areas and separated or single sleeping or resting areas.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities or areas of its establishment, and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

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

(a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence of its research, financial activities, and other transactions and shall keep such books of account and records as it deems appropriate, and shall make such collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accuas under this contract, and the

receive, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to the Government’s examination and other provisions of Clause 58 hereunder, and to interview any employee regarding such transactions.

(c) Access to and ownership of records. At all times reasonable costs and fees incurred under this contract, shall be the property of the Government, and shall be delivered to the Contractor hereunder.

(d) Subcontracts. The Contractor also agrees, with respect to any subcontracts (including indirect cost agreements, purchase orders, or purchase contracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor’s costs under these provisions or to allow the Government to audit the subcontractor’s costs at any time during the period of the work or, in any event, as the contracting Officer may direct. In the event of a disagreement, the Subcontracting Office shall determine the manner of performing the audit.

(e) Reports. The Contractor shall provide the Government with the reports and financial statements as required by this contract, and shall keep and maintain the records necessary to support these reports, and shall make such reports and records available to the Government at the Government’s request, and at the Contractor’s expense.

59. TECHNICAL STANDARDS PROGRAM (FEB 2011)

This article applies if any Contractor personnel participate in development, review or selection of 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 acting as a standards developer, will—

(a) Ensure the Contractor’s or subcontractor’s performance of DOE Technical Standards is in accordance with DOE’s policies and procedures, and is consistent with the requirements of the contract or subcontract.

(b) Participate in the development of DOE Technical Standards and ensure the contractor’s or subcontractor’s performance thereof is in accordance with DOE’s policies and procedures, and is consistent with the requirements of the contract or subcontract.

2. This paragraph shall not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or for the purpose of compliance with law.

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

60. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage 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 provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, or degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) radiators; starters; alternators; fan clutches; filters; fans; clutch motors; clutches; fasteners; housing, rim, 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 shall immediately notify the Laboratory, at once and without delay, of any materials, parts, or components suspected of being counterfeit, and cooperate with the Laboratory in any investigation and audit necessary to confirm the status of the materials, parts, or components. The Laboratory shall have the right to inspect, test, and audit any materials, parts, or components. The contractor shall immediately stop using any materials, parts, or components, and shall provide evidence of their identification to the Laboratory.

The Laboratory may, at once and without delay, use any materials, parts, or components, for the purpose of determining or confirming their status. This includes, but is not limited to, materials, parts, or components suspected of being counterfeit, and any materials, parts, or components that are found to be counterfeit. The Laboratory may also extend its audit to any other parts, materials, or components, or any other purchase agreements, and shall 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.

<table>
<thead>
<tr>
<th>Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers’ headmarks:</th>
</tr>
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<tbody>
<tr>
<td>Grade 5</td>
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<tr>
<td>Grade 8</td>
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<tr>
<th>Grade 5 fasteners with the following manufacturers’ headmarks:</th>
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<tbody>
<tr>
<td>MARK</td>
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<td>J</td>
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<tr>
<th>Grade 8 fasteners with the following manufacturers’ headmarks:</th>
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</thead>
<tbody>
<tr>
<td>MARK</td>
</tr>
<tr>
<td>KS</td>
</tr>
<tr>
<td>J</td>
</tr>
</tbody>
</table>

| MARK | MANUFACTURER |
| A | Asahi Mfg. (JP) |
| NF | Nippon Fasteners (JP) |
| H | Hinomoto Metal (JP) |
| M | Minamida Sieybo (JP) |
| MS | Minato Kogyo (JP) |
| Hollow Triangle | Infasco (CA, TW, JP, and YU) (Greater than 1/2-inch diameter) |
| E | Daiei (JP) |
| KS | Kosaka Kogyo (JP) |
| RT | Takai Ltd. (JP) |
| FM | Fastener Co. of Japan (JP) |
| KY | Kyoei Mfg. (JP) |
| J | Jinn Her (TW)* |
| UNY | Unytite (JP) |

<table>
<thead>
<tr>
<th>Grade 8.2 fastener with the following headmark:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARK</td>
</tr>
<tr>
<td>KS</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARK</td>
</tr>
<tr>
<td>A325 KS</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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