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 which contains provisions conflicting or additional to the Terms and Conditions herein set forth or which varies any term or condition shall have no force or effect. Performance by the contractor of such an ineffective acknowledgement shall be performance in accordance with the Terms and Conditions of this contract.

2. PAYMENTS (FEB 2004)

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

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

(b) Property.

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

(2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661.

THE LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.

(c) Submission of Transportation Documents

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

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

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

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

(3) Contractors shall submit the above referenced transportation documents with Contractor’s invoice to – Argonne National Laboratory, 9700 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439

3. BANKRUPTCY (JUL 1995)

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

4. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Applicability...

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

(b) Definition.

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

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

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

5. COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

6. EQUAL OPPORTUNITY (MAR 2007)

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

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor determines that it is not in compliance with this clause, or that it has failed to guarantee that a Government contract or subcontract that has an aggregate value in excess of $500,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited for employment under Federal law, the Contractor shall provide information necessary to determine the applicability of this clause.

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

(i) Employment;

(ii) Upgrading;

(iii) Recruitment or recruitment advertising;

(iv) Layoff or termination;

(v) Recruitments or recruitment advertising;

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

(vii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment, and prominently by the Contractor, notice to the effect that the Contractor is an equal opportunity employer.

(4) The Contractor shall include in all solicitation or advertisements for employees placed by or at the request of the Contractor, the notice to the effect that the Contractor is an equal opportunity employer.

(c) Submission of Transportation Documents

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

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

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

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

(3) Contractors shall submit the above referenced transportation documents with Contractor’s invoice to – Argonne National Laboratory, 9700 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439

7. EMPLOYMENT REPORTS VETERANS (SEP 2010)

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

(a) Definitions. As used in this clause, “army forces service member veteran,” “disabled veteran,” “discharged veteran,” “recently separated veteran,” “active service member,” “member of the uniformed service,” and “eligible reservist” means the person described in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on –
(a) Definitions. As used in this clause—

(1) A veteran of the U.S. military, ground, naval or air service, who is entitled to Armed Forces service medal veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 11473, 41 FR 8527.

(2) Any veteran who, while serving on active duty in the U.S. military, ground, naval or air service, was awarded a service medal or service award by a foreign country for service in that country's armed forces, and who, if entitled to Armed Forces service medal veteran status, would be entitled to Armed Forces service medal veteran status under paragraph (1) of this definition.

(b) General. As used in this clause, ‘‘veteran’’ means any veteran who, while serving on active duty in the U.S. military, ground, naval or air service, was awarded a service medal or service award by a foreign country for service in that country’s armed forces, and who, if entitled to Armed Forces service medal veteran status, would be entitled to Armed Forces service medal veteran status under paragraph (1) of this definition.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, 29 CFR 471.2(d) and (e), for (1) Applications and for (2) Notices to employees.

(d) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, for any subcontractor at each hiring location during the period covered by the report. Contractors may advise the State agency when it is no longer bound by this contract clause. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

8. EQUAL OPPORTUNITY FOR VETERANS (SEP 2019)

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

(a) Definitions. As used in this clause—

(1) ‘‘Positions’’ means all positions except executive and senior management, those positions that will be filled from within the Contractor’s organization, and positions located overseas.

(2) ‘‘VETS-100A’’ means the form used to comply with Executive Order 11473 and 38 U.S.C. 4212.

(3) ‘‘VETS-100B’’ means the form used to comply with Executive Order 11473 and 38 U.S.C. 4211.

(4) ‘‘Recruitments’’ means the process of selecting qualified veterans or nonveterans who have accepted an offer of employment.

(b) General. During the term of this contract, the Contractor shall:

(1) Post and maintain in a prominent location at the workplace(s) covered by this contract a visible, accessible, and legible copy of the employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, which describes the benefits to which eligible veterans are entitled under the VETS-100A and shall be supplemental to any other notices to employees.

(2) Post such notice in a language employees speak in the workplace(s) covered by this contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak.

(3) Advise the State agency that it is no longer bound by this contract clause, which advises the State agency when it is no longer bound by this contract clause.

(4) Make the listing of employment openings with the appropriate employment service delivery system. Listing of employment openings for which the Contractor will give no consideration to persons in any protected veteran status category, including veterans, shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(c) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment sources and shall continue to act in good faith to employ veterans in positions for which the Contractor is responsible.

(d) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate action under the laws, regulations, and relevant orders of the Department of Labor. This may include implementing the provisions of the Department of Labor’s Final Rule for contractors, issued for the benefit of veterans, in accordance with Executive Order 12086 (70 FR 13011) and 41 CFR 60-300.66.

(e) The Department of Labor’s regulations require contractors with 50 or more employees and a contract of $100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-230, Subpart C.

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

Applies To Contracts That Exceed $10,000 In Value

(a) The term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by this clause work, including all places where notices to employees are customarily posted both physically and electronically in the languages employees speak, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak.

(b) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system where the opening occurs. Listing of employment openings for which the Contractor will give no consideration to persons in any protected veteran status category, including veterans and nonveterans, shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(c) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment sources and shall continue to act in good faith to employ veterans in positions for which the Contractor is responsible.

(d) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Department of Labor may take appropriate action under the laws, regulations, and relevant orders of the Department of Labor. This may include implementing the provisions of the Department of Labor’s Final Rule for contractors, issued for the benefit of veterans, in accordance with Executive Order 12086 (70 FR 13011) and 41 CFR 60-300.66.


(f) Reproduced and used as exact duplicates of the Department’s official poster.

(g) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A to Part 60, 29 CFR Part 417.

(h) The Contractor shall comply with all provisions of the employee notice and related rules and regulations of the Department of Labor, and orders of the Secretary of Labor, and shall promptly correct any such provision, or any regulation of the Secretary of Labor, or any order of the Secretary of Labor, which is inconsistent with the employee notice.

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

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

(j) The Contractor shall comply with all provisions of the employee notice and related rules and regulations of the Department of Labor, and orders of the Secretary of Labor, and shall promptly correct any such provision, or any regulation of the Secretary of Labor, or any order of the Secretary of Labor, which is inconsistent with the employee notice.
10. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496; (APR2010)

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

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers. The notice provides examples of illegal conduct by employers and unions, and it promotes contact information to the National Labor Relations Board (NLRB). The notice also applies to the protection of the NLRA's whistleblower provisions, which allow employees to file a retaliation claim against their employer for refusing to file a complaint with the NLRB. The notice provides the contractor with a list of contact information, which includes the name and address of the NLRB. The notice also applies to contractors who are not enrolled as Federal Contractors in E-Verify at the time of contract award.

11. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Applies to:

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications); directly provided by the COTS provider and, are normally performed for that COTS item); or
(ii) Construction;
(iii) Does not perform any substantial duties applicable to the contract;

(A) Enrolled less than 90 calendar days. Within 90 calendar days after

(i) Enrolled 90 calendar days or more. The Contractor shall initiate verification within 90 calendar days after date of enrollment or (b)(3) of this section); and
(ii) Employees assigned to the contract, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

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

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Contractor shall be provided by or through the Contracting Officer.

2. The Contractor agrees to comply with the rules, regulations, and other orders of the Secretary of Labor issued pursuant to section 503 of the Act and is committed to take affirmative action to employ and advance in employment qualified individuals with disabilities without discrimination based upon their physical or mental disabilities in employment practices.

(v) Leaves of absence, sick leave, or any other leave;
13. CLEAN AIR AND WATER (APR 1984)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.). "Clean air standards," as used in this clause, means:

- (1) any enforceable rules, regulations, guidelines, standards, limitations, orders controls, work practices, or other measures contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
- (2) an approved implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));
- (3) an approved implementation plan or procedure under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or 7411(d));
- (4) an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement of the Air Act or Water Act and related regulations.

(c) "Facility," as used in this clause, means any building, plant, installation, mine, vessel or other floating craft, location, site or operation, owned, leased, or supervised by a contractor or subcontractor, used in the performance of a contract or subcontract.

(d) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1311 et seq.).

The Contractor agrees:

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, and appropriate criteria specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and standards thereunder issued to implement the requirements of the Air Act and the Water Act.

- (2) To include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

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

(a) Definition. As used in this clause—

- "Energy-efficient product" means—
  - (1) a product that—
    - (i) meets Department of Energy and Environmental Protection criteria for use of the Energy Star trademark label;
    - (ii) is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.
  - (2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions.

(b) The contractor shall—

- (1) Be submitted in writing;
- (2) Include the substance of this clause in each solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
- (3) Submit the clause to the head of the contracting activity for approval.

15. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA 42 U.S.C. 11233(a) and (g)); and, in addition, a Form R pursuant to the Pollution Prevention Act of 1990 (PPA 42 U.S.C. 13116). The Contractor shall file for each facility subject to the Form R filing and reporting requirements of the EPCRA and the Pollution Prevention Act for the most recent annual Form R through the annual Form R Reporting System (EPA).

- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if—
  - (1) the facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (2) the facility does not have 10 or more full-time employees as specified in 40 CFR 313(b)(1) of EPCRA, 42 U.S.C. 11230(b)(1); or
  - (3) the facility does not meet the reporting thresholds of toxic chemicals established under section 313 of EPCRA (42 U.S.C. 11234) (including the alternative thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- (c) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System categories of—
  - (i) major group code 10 (except 1011, 1081, and 1094);
  - (ii) major group code 12 (except 1231);
  - (iii) industry code 4911, 4931, or 4939 (limited to facilities that transport coal and/or oil for the purpose of generating power for distribution in commerce);
  - (iv) industry code 4932 (limited to facilities subject to regulation under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or 4939 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis or otherwise subject to the reporting requirements of this clause).

16. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The contractor shall notify the Laboratory Procurement Representative or designee, in writing, prior to delivery of, or prior to completion of any servicing required by this contract, or items contained therein:

- (1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1946, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract.
- (2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the specific activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the material and activity, and any other information known to the Contractor which will put users of the items on notice as to the hazardous nature of the material.

(b) The Laboratory Procurement Representative may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA requirements and reporting requirements.

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

(a) Definitions. As used in this clause—

- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

- "U.S. flag air carrier" means—
  - (1) an air carrier holding a certificate under 49 U.S.C. Chapter 411.
  - (2) people carriers for international air transportation of personnel and their personal effects or property, to the extent the service is performed in air space within the territorial limits of the United States and the water space of the contiguous United States, on notice as to the hazards involved (OMB No. 9000-0107).

- "United States" means the 50 States, the District of Columbia, and outlying areas.

(b) U.S. Government-financed international air transportation shall be performed by a U.S. flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The contractor shall include the substance of this clause, including this paragraph (e), in each solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting.

(d) The contractor shall include the substance of this clause, including this paragraph (e), in each solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting.

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

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1243(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of all cargo materials, for which the Federal government may be liable, being transported aboard commercial vessels (completely separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be performed by U.S. flag vessels, liner ship operators, or the United States, that the vessel or vessels, located outside or within the United States, that may be transported by ocean vessel are—

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign government or organization without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies;
- (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
commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

f. Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels.

c. The offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint costs or for the overall contractor shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Laboratory Procurement Official. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

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

1. Goals, expressed as a percentage of dollars to be subcontracted for small business, small disadvantaged business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontracts. The offeror’s subcontracting plan shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products or services that are normally allocated as indirect costs. The subcontracting goal for small business shall be in accordance with 43 U.S.C. 1526.

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

A. The offeror shall submit the subcontracting plan similar to the plan that complies with the requirements of this clause.

B. If the ANC or Indian tribe designates more than one Contractor to count the subcontract to its subcontracting goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The dollar amount 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 subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days 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.

2. A statement of—

i. Total dollars planned to be subcontracted for an individual contract plan; or the identification of the types of plans that were subcontracted to service-disabled veteran-owned small business;

ii. Total dollars planned to be subcontracted to small disadvantaged business concerns;

iii. Total dollars planned to be subcontracted to small disadvantaged business concerns; and

iv. Total dollars planned to be subcontracted to women-owned small business concerns.

A. 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.

3. A description of the principal types of supplies and services to be subcontracted, and a description of the identification of the types of plans that were subcontracted to service-disabled veteran-owned small business;

B. If the ANC or Indian tribe designates more than one Contractor to count the subcontract to its subcontracting goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The dollar amount 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 subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days 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.

2. A statement of—

i. Total dollars planned to be subcontracted for an individual contract plan; or the identification of the types of plans that were subcontracted to service-disabled veteran-owned small business;

ii. Total dollars planned to be subcontracted to small disadvantaged business concerns;

iii. Total dollars planned to be subcontracted to small disadvantaged business concerns; and

iv. Total dollars planned to be subcontracted to women-owned small business concerns.

3. A description of the principal types of supplies and services to be subcontracted, and a description of the identification of the types of plans that were subcontracted to service-disabled veteran-owned small business;

B. If the ANC or Indian tribe designates more than one Contractor to count the subcontract to its subcontracting goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The dollar amount 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 subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the subcontract award.
iv. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS.

v. Provide its prime contract number, its DUNS number, and the e-mail address of the offeror’s official responsible for acknowledging receipt of or rejecting the ISR, to all first-tier subcontractors with subcontracting plans so they can enter the information into the eSRS in the existing version of ISRs, and/or

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

vii. Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Regulations Made pursuant to Executive Order 11246, if the subcontractor under its predominant NAICS Industry Subsector.

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

(c) Definitions. As used in this contract:

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

(2) "Service-disabled veteran-owned small business concern"—

(1) means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veteran(s), or,

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans,

(2) means a small business concern in which the service-disabled veteran(s) are service-disabled veterans as defined in section 101(2) of title 38, United States Code.

23. The contractor shall identify the persons preparing the report and the persons approving the report.

24. The contractor shall furnish intermediate reports to the Laboratory from time to time, when (b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in all contracts entered into by the contractor with other parties under this contract, or (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

25. The contractor agrees to insert the substance of this clause, including this paragraph (c), in all contracts entered into by the contractor with other parties under this contract.

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

27. The contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/greeningepa/practices/eo13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, (http://www.epa.gov/greeningepa/practices/eo13514.htm). The contractor shall also consider the best practices within the OMB Acquisition Guidelines and Related Federal Procurement Regulation Requirements (http://www.whitehouse.gov/omb/procurement/). The contractor shall also consider the best practices within the OMB Acquisition Guidelines and Related Federal Procurement Regulation Requirements (http://www.whitehouse.gov/omb/procurement/). The contractor shall also consider the best practices within the OMB Acquisition Guidelines and Related Federal Procurement Regulation Requirements (http://www.whitehouse.gov/omb/procurement/).
29. PERMITS OR LICENSES (OCT 1999)
Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses and shall be responsible for all applicable law, regulations, or other restrictions of the Federal, State, territory, and political subdivision in which the work under this contract is performed.

30. 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 will assign the whole or any part of this contract to the Government or its assigns.
(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.

31. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
(a) Definitions. As used in this clause—
"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or other business units of the contractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
(c) The Contractor shall insert the following clauses in subcontracts for commercial items:
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 2301)), if the subcontract exceeds $150,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of this clause required by Federal criminal law shall be directed to the agency Office of the Inspector General and in a copy to the Contracting Office.
(iii) 52.219-2, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(c)(2) and (3)), if the subcontract offers further subcontracting opportunities.
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a)).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (i) of FAR clause 52.222-40.
(viii) 52.222-50, Contract Provisions for Small Business (Feb 2009) (22 U.S.C. 1788(d)).
(ix) 52.247-4, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 16 U.S.C. 2031), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-4.
(c) Withholding for unpaid wages and liquidated damages. The Laboratory Procurement Representative will withhold from payments due under the contract sufficient funds required to satisfy any subcontractor liability or liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Laboratory Procurement Representative will withhold payments from other

32. LABORATORY-FURNISHED PROPERTY (OCT 1999)
(a) The Laboratory shall deliver to the contractor, at the time and locations stated in this contract, the Laboratory-furnished property described in this contract. If that property, subject to the contractor’s intended use, is not delivered to the contractor, the Laboratory shall equitably adjust affected provisions of this contract in accordance with the Changes clause.
(b) The contractor shall promptly write the Laboratory to obtain an equitable adjustment, subject to a written equitable adjustment.
(c) The facts warrant an equitable adjustment.
(d) Title to Laboratory-furnished property remains with the Government. The contractor shall use the Laboratory-furnished property only in connection with this contract. The contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for inspection by the Labor at all reasonable times.
(e) Upon delivery of Laboratory-furnished property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except:
(1) For reasonable wear and tear; or
(2) To the extent property is consumed in performing this contract.
(f) Upon completing this contract, the contractor shall follow the instructions of the Laboratory regarding the disposition of all Laboratory-furnished property not consumed in performing this contract or previously delivered to the Laboratory. The contractor shall prepare for shipment, deliver, or otherwise dispose of or destroy the property or any component thereof in accordance with this contract. If the contractor fails to comply with these instructions, the contractor shall be responsible for any costs the Laboratory incurs as a result.
(g) If this contract is to be performed outside the United States of America, its territories, or possessions, the word "Government" (wherever it appears in this clause) shall be construed as "United States Government.

33. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)
(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
(b) Violation; liability for unpaid; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government or the Laboratory. The Government Procurement Representative will assess liquidated damages at the rate of $10 per affected employee for each calendar day in which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.
(c) Withholding for unpaid wages or liquidated damages. The Laboratory Procurement Representative will withhold from payments due under the contract sufficient funds required to satisfy any subcontractor liability or liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Laboratory Procurement Representative will withhold payments from other

34. WALSH-HEALEY PUBLIC CONTRACTS ACT (JUN 2011)
Except as otherwise may be approved, in writing, by the Laboratory Procurement Official, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and subcontracts under this contract. If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00, and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35), there are hereby incorporated by reference all representations and stipulations required by said Act and rules and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or hereafter be in effect.

35. INTEGRITY OF UNIT PRICES (OCT 2010)
(a) 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 value. "Base value" for supplies is the sum of the material costs and costs to line items that distorts unit prices shall not be included. For example, distributing costs equally among items whose values are not comparable is not acceptable. To the extent that there is little or no variation in base costs, Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.
(b) If requested by the Contracting Officer, the Offeror or Contractor shall identify those supplies that it will not manufacture or to which it will not contribute significant value.
(c) If the contractor shall submit the substance of this clause, lesse paragraph (b), in all subcontracts for other than: acquisition or at below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under part 41, services where supplies are not required, commercial items, and petroleum

36. BUY AMERICAN ACT – SUPPLIES (FEB 2009)
(a) Definitions. As used in this clause—
"Commercially available off-the-shelf (COTS) item"—
(1) Means any item of supply (including construction material) that is—
(i) A Commercial item as defined by the President in paragraph 1 (of the definition at FAR 2.101)(ii) Sold in substantial quantities in the commercial marketplace; and
(ii) Offered to the Government, under a contract or subcontract at any tier, at a price not subject to modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.
"Component" means an article, material, or supply incorporated directly into an end product.
Cost of components means—
(a) Costs of components purchased by the Contractor, the acquisition cost, including transportation cost, to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued);
(b) Costs of components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this clause, but excluding any profit or profit related to foreign purchases, if any;
(c) Costs of components that do not include any costs associated with the manufacture of the end product.
"Domestic end product" means—
(a) An unmanufactured end product mined or produced in the United States; or
(b) An end product manufactured in the United States, if—
(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items for supplies that it will not manufacture or to which it will not contribute significant value;
(ii) Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
(iii) The end product is a COTS item.
"End product" means those articles, materials, and supplies to be acquired under the contract for public use.
"Foreign end product" means an end product other than a domestic end product.
"Government" means the District of Columbia, the District of Columbia, and outlying areas.
"The Buy American Act (41 U.S.C. 10a-10) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component cost of the end product must be a COTS item (See 12.505(a)(1)).
"The Contractor shall obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
"The Contractor shall deliver only domestic end products except to the extent that it specified the purchase of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate.

37. FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
(a) As used in this clause—
"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or
administrative action taking effect after the contract date. It does not include social security tax or other employment taxes, that would otherwise have been payable on the contractor's effective tax or duty, or except for which the failure to perform the contract arises from causes beyond the control and the contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

Adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer may require.

The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

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

The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory's interest. If this contract is terminated in whole or in part, the Contractor, the Laboratory, and their agents shall, and the Contractor shall cause its subcontractors, to take all actions necessary to protect the Laboratory against loss because of outstanding liens or claims of former lien holders.

In addition to the items specified in paragraph (a) of this clause, the Contractor shall have and follow procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in writing, the possible violation. Such reports shall be made to the Inspector General of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contractor Officer may (i) offset the amount of the kickback against any monies owed to the Contractor under the contract and (ii) if the contractor withholds from sums owed a Subcontractor under the prime contract, the amount of the kickback shall be withheld from the Subcontractor's percentage of the contract price charged by a Subcontractor to a prime Contractor or higher-tier Subcontractor.

The Contractor shall have procedures designed to prevent and detect possible violations described in paragraph (b) of this clause.

The Contractor shall incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.

40. ANTI-KICKBACK PROCEDURES (OCT 2010)

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

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

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

"Subcontractor," as used in this clause, means a contract or contractual action entered into by a prime contract with the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

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


- (i) offering or providing or attempting to provide or offering to provide any kickback;
- (ii) soliciting, accepting, or attempting to accept any kickback; or
- (iii) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor or by a Subcontractor to a Prime Contractor or higher-tier Subcontractor.

The Contractor shall have procedures designed to prevent and detect possible violations described in paragraph (b) of this clause.

The Contractor shall incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.

41. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in any contract, contract supplies or services, that are otherwise authorized by law or regulation. For acquisitions of goods or services, the Contractor shall not acquire, for use in any contract, contract supplies or services that are otherwise authorized by law or regulation.

"Contractor" includes, directly or indirectly, a person who offers to furnish or otherwise obtain goods or services to which this clause applies.

The Contractor shall incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.

42. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) – APPLICABLE TO CONTRACTS WHICH EXCEED $100,000

Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may result in the Contractor's being obligated to purchase, obtain, or otherwise acquire any item from any person subject to the jurisdiction of the United States.

Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, and the Contracting Officer may (i) require a certification from the Contractor that the agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sake of the commercial terms.

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

43. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

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

"Covered Federal action" means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, amending, or modifying any other Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" means the same meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and includes Alaskan Natives.

"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 organized by an instrumentality of a local government, including a county, Incorporated county, a city, county, or special district, a council of governments, a metropolitan planning organization, or any other instrumentalities of a local government.

The Contractor agrees to incorporate the substance of this clause, including paragraph (ii), in all subcontracts under this contract which exceed the simplified acquisition threshold.
"Person" means an individual, company, corporation, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization, including one providing services under a Federal contract. An Indian tribe includes other groups of Indians not considered to be Sovereign Tribal Governments, working any other remedy that may be applicable.

(2) Contractors must bear the cost of any legal action or other remedy that may be applicable.

(3) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying

The term appropriated funds does not include profit or fee from a covered Federal

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving Federal assistance, an officer or employee of 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 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 a person requesting or receiving Federal assistance, the 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 a particular geographic area.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization, including one providing services under a Federal contract.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee employed by such person for 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.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization, including one providing services under a Federal contract. An Indian tribe includes other groups of Indians not considered to be Sovereign Tribal Governments, working any other remedy that may be applicable.

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

(5) The term appropriated funds does not include profit or fee from a Federal loan, grant, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of an organization if the payment is for real estate or any other private interest of the person requesting or receiving Federal assistance.

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

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

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

"Reasonable compensation" means, with respect to a regularly employed officer or employee.

"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 a particular geographic area.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization, including one providing services under a Federal contract.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee employed by such person.

14. SECURITY (MAR 2011)

1. The Contractor shall not permit any individual to have access to any classified

2. The Contractor conducts a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting a contractor, including the DOE access

3. The Contractor conducts a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting a contractor, including the DOE access

4. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

5. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

6. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

7. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

8. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

9. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

10. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

11. The Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An
45. 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 on Form ANL-953. Non-U.S. citizens are either visit or assignment in length. Contact the Export Control Manager at Argonne to determine if a license is required prior to export. If the Contractor understands that the materials and/or information being transmitted under the performance of a contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether in physical or electronic format. Technical information (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking is an export. If a foreign national observes equipment or data, it is considered an export. If that equipment containing design or technical data is defined, it is solely the contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply fully with the export control regulations. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control laws and regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees perform is for the U.S. Government, the Laboratory must abide by all of the export control laws and regulations that have impact on its commercial and noncommercial activities. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting foreign nationals while they are visiting the United States or other countries or while you are visiting U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations that have impact on its commercial and noncommercial activities.

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 DOE-leased sites.

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

50. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) – Applies To Contracts That Exceed $30,000 In Value

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

(i) means any item of supply (including software or service) which—

(ii) is produced and sold in the commercial marketplace; and

(iii) is sold for purposes other than research or development, or for the performance of this contract.

(b) The contractor understands that the materials and/or information being transmitted under the performance of a contract may be subject to U.S.

(c) All non-U.S. citizens are either visit or assignment in length. Contact the Export Control Manager at Argonne to determine if a license is required prior to export. If the Contractor understands that the materials and/or information being transmitted under the performance of a contract may be subject to U.S.

(d) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(e) The Contractor’s knowledge of the reasons for the sub contractor being in the Excluded Parties List System.

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

(g) All non-U.S. citizens are either visit or assignment in length. Contact the Export Control Manager at Argonne to determine if a license is required prior to export. If the Contractor understands that the materials and/or information being transmitted under the performance of a contract may be subject to U.S.

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

(i) means any item of supply (including software or service) which—

(j) is produced and sold in the commercial marketplace; and

(k) is sold for purposes other than research or development, or for the performance of this contract.

(l) Commercial items (as defined in paragraph (1) of the definition in FAR 2.101);

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

(n) 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

(o) All non-U.S. citizens are either visit or assignment in length. Contact the Export Control Manager at Argonne to determine if a license is required prior to export. If the Contractor understands that the materials and/or information being transmitted under the performance of a contract may be subject to U.S.
51. COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

(1) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of—

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

(b) Engage in forced labor in the performance of the contract.

(b) Contractor requirements. The Contractor shall—

(1) Cooperate, including—

(a) Provide notice of any information relevant to allegations of research misconduct, or any applicable appeal procedures.

(b) Ensure that all requests for information about allegations of research misconduct are handled in a fair and impartial manner.

(c) Provide notice of any information relevant to allegations of research misconduct, or any applicable appeal procedures.

52. RESEARCH MISCONDUCT (JUL 2005)

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

(b) Unless otherwise instructed by the Laboratory, 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 laboratory of its decision and the contractor must:

(1) Conduct an investigation to determine the facts and draw appropriate conclusions.

(2) If the investigation leads to a finding of research misconduct, conduct an adjudication to determine whether research misconduct has occurred.

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

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

(2) The LPO has informed the contractor of its findings.

53. 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 appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.
“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, emitting, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to a 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

55. INTEGRATION CLAUSE (OCT 1999)

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

56. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other dressing areas, or other locations or housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employment custom. The term does not include single or user rest rooms or necessary dressing or sleeping areas provided to employees at times when they are not between jobs.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform 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 opportunity clause in this contract.

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

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

a. Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract; the reserves for any contingent liability; and other data evidencing costs allowable, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract.

b. Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.

c. Audit of subcontractors’ records. The Contractor also agrees, with respect to any subcontractors (including subcontractors of subcontractors or purchase order contractors or purchase order contractors 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 of performance under such an audit to be performed by an independent third party authorized by the Contractor). All information or documentation may constitute criminal conduct, the Contractor shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer may direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause 970.5204-3. Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

d. Reporting. The Contractor shall furnish such progress reports and schedules, and financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.

The Contractor shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

The Contractor further agrees with the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

b. Control Over General

1. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s or subcontractor’s direct or indirect records pertaining to transactions related to this contract or a subcontract hereunder and to interview any employee regarding such transactions.

2. The paragraph may not be used 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 pursuant to a provision of law.

3. Nothing in this clause shall be deemed 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 pursuant to a provision of law.

4. The Contractor shall maintain an internal audit plan and an internal audit organization.

5. Upon contract award, the exercise of any contract option, or the extension of the contract, the Contractor must submit to the Contracting Officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Internal Audit Implementation Design must describe:

i. The internal audit organization’s placement within the contractor’s organization and its reporting requirements,
ATTACHMENT 1 TO SUSPECT/COUNTERFEIT PARTS CLAUSE

SUSPECT/COUNTERFEIT PART

HEADMARK LIST

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

- Grade 5
- Grade 8

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<th>MARK</th>
<th>MANUFACTURER</th>
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<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
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GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<th>MARK</th>
<th>MANUFACTURER</th>
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<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
<td>RT</td>
<td>Takai Ltd (JP)</td>
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<td>H</td>
<td>Hinomoto Metal (JP)</td>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
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<td>Minamida Siybo (JP)</td>
<td>KY</td>
<td>Kyoei Mfg (JP)</td>
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<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
<td>J</td>
<td>Jinn Her (TW)</td>
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Hollow Triangle: Intasco (CA TW JP YU) (Greater than 1/2 inch dia)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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GRADE A325 FASTENERS (BENNENT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

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<th>MANUFACTURER</th>
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</thead>
<tbody>
<tr>
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<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>3</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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

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

OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED SEE: http://www.saftek.com/worksafe/bull82.txt