APPENDIX A
ARGONNE TERMS AND & CONDITIONS
(For Fixed Price Contracts)

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1. 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 is entitled to receive notice and an opportunity to return to work at the facility under the Department of Energy contractor work force restructuring, as may be amended or supplemented from time to time, (3) who is qualified with the Department in the particular position for which work under its contract with the Department at the time the particular position is available, and (4) 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, subject to the contractor's supervision and control as to time, place, and manner of performance.

(c) The Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, will be furnished to the contractor and contractors with whom the contractor has a subcontract or purchase order.

(d) 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.

2. 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 employment agency or a company that normally deals in real estate.

(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 promises to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(c) "Bona fide employee," as used in this clause, means a person employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor promises to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(d) "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other interest that is contingent upon the success of a person or concern that has or obtained any Government contract.

(e) "Improper influence," as used in this clause, means any influence that induces or tends to induce a withdrawal of the advantage of a Government contract or other consideration to or for a contractor's activities (41 CFR 60-1.5).

3. EQUAL OPPORTUNITY (MAR 2007)

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

(b) During any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is aware of non-compliance with 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, in addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(c) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by 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 the Contractor's subcontractors and/or vendors.

(d) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including, but not limited to, any of the remedies provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor for the non-performance of any of the terms of this clause, the United States shall enter into the litigation to protect the interests of the United States. (11) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-11.

4. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

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

(b) Definitions. As used in this clause—

"Armed Forces service medal veteran" means a veteran who, while serving on active duty in the U.S. military, ground, naval, or air service in the U.S., or any of its territories or possessions, engages in active service against an armed enemy, including service in Campaigns under fire or in an area designated by Executive Order (10 CFR 60-1.5).

"Disabled veteran" means a veteran who is a discharge or release from active duty in the U.S. military, ground, naval, or air service due to a service-connected disability.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.

"Other protected veterans" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during which service the veteran was awarded a service medal or service citation for service performed in a hostile environment or as a member of a mine-clearing team.

"Veteran" means a person who is a veteran who served on active duty in the U.S. military, ground, naval, or air service, during which service the veteran was awarded a service medal or service citation for service performed in a hostile environment or as a member of a mine-clearing team.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans’ Employment Report (VETS-100A)."

(d) The Contractor shall submit the VETS-100A Reports no later than September 30th of each year.

5. EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)

(a) Definitions. As used in this clause—

"All employment opportunities" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, engages in active service against an armed enemy.

"Disabled veteran" means a veteran who is a discharge or release from active duty in the U.S. military, ground, naval, or air service due to a service-connected disability.

"Executive and senior management" means—

(i) Employment upgrading;

(ii) Transfers;

(iii) Promotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rules of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(b) 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.

(c) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

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

(e) The Contractor shall, in each recruitment advertisement or any notice in a newspaper or other media devoted to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall turn in to the Department of Labor at the end of each quarter, a report containing the number, by protected veterans, of all employment openings.

(h) The Contractor shall report any complaints made by any employee or applicant for employment to the Department of Labor and to the Veterans Employment Opportunities Commission for the necessary forms.

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

(1) Employment upgrading;

(2) Transfer;

(3) Promotion;

(4) Recruitment or recruitment advertising;

(5) Layoff or termination;

(6) Selection for training, including apprenticeship.

(7) Regulations of pay or other forms of compensation.

(8) Discrimination based upon their status as a disabled veteran, recently separated veteran, or other protected veteran.

(9) Discrimination based upon the veteran's disability.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by 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 the Contractor's subcontractors and/or vendors.

(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, any of the remedies provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor for the non-performance of any of the terms of this clause, the United States shall enter into the litigation to protect the interests of the United States. (11) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-11.
7. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (2010)

Applies To Contracts That Exceed $10,000 In Value

(a) The terms of this clause shall be inserted in any contract, if the contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act are working or to which they are Ion a regular basis, in accordance with the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 110.7 (a) and (f).

(b) Physical posting of the employee notice shall be in conspicuous places in and about the contractor's plants and offices such that such notice is readily seen by employees who are covered by the National Labor Relations Act and engage in or affect commerce as defined in the National Labor Relations Act.

(c) The contractor shall also post the required notice electronically by displaying prominently, on the contractor's Internet Web sites and the Web sites of the Department of Labor, the notice that is required by this clause. The notice must be linked to the Department's notice server, which may be accessed at a Web site established by the Secretary of Labor.

(d) The required employee notice, printed by the Department of Labor, may be—


(2) Arranged for by the Federal contracting agency if requested.

(3) Downloaded from the Office of Federal Contract Compliance Programs Web site at http://www.dol.gov/olms/regi/compliance/E1043496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(e) The contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(f) In the event that the contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this section, the contractor may have the notice supplemented or reissued in accordance with 29 CFR 110.7 (a) and (f).

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more. The Contractor and its subcontractors shall ensure that notices are customarily posted in plants and offices where employees covered by the National Labor Relations Act are working or to which they are Ion a regular basis, in accordance with the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically.

8. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Applies to—

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

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

(2) Includes work performed in the United States.

Definitions. As used in this clause—

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

(a) Meant any item of property (including real property) or service that is sold in the commercial marketplace; and

(1) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include any item of property (including real property) or service provided by—

(i) The United States, as defined in 29 U.S.C. 1703(a)(17), which includes all Federal, State, and local governments.

(ii) The U.S. Government, except that—in the case of defense programs, and selection for leaves of absence to pursue training.

(iii) The United States, as defined in 29 U.S.C. 1703(a)(17), which includes all Federal, State, and local governments.

(iv) The U.S. Government, except that—

(1) Is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(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. Per 46 CFR 650.1(c), “bulk cargo” means cargo that is carried in bulk onboard ship without mark or number, in a loose, unpackaged form, having homogeneous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count, and therefore, ceases to be bulk cargo.

(“Employed employee assigned to the contract” means an employee who was hired after November 6, 1996, who is directly working in the United States, under a contract that is required to include the clause prescribed at 29 CFR 1.101(a), and is not performing work under a subcontract. “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services in connection with the prime contractor’s procurement of the contract or a subcontract or a subcontractor.

“Prime contractor” means any contractor, whether a Government contractor or a non-Government contractor, that a contractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchases, and changes and modifications to purchases, of the contractor.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to the prime contractor in connection with the performance of the prime contract or a subcontract.


(ii) Enrollment and verification procedures. (i) If the Contractor is not enrolled as a Federal contractor in E-Verify at time of contract award, the Contractor shall—

(1) Enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award.

(2) Verify all newly hired employees within 30 calendar days after enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (see paragraph (b)(3) of this section); and

(3) Verify employees assigned to the contract, initiate verification within 30 calendar days after date of enrollment or within 30 calendar days of any reassignments of the employee to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(ii) If the Contractor is enrolled as a Federal contractor in E-Verify at time of contract award, the Contractor shall use E-Verify 1-day or 3-day face-to-face verification of employment eligibility of—

(1) All new employees.

III. OTHER RELATED ACTIVITIES AND REQUIREMENTS

A. Recruitment, advertising, and job application procedures.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system open to employees and applicants for employment.

(iv) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those that occur at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system. The opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system when the opening occurs. Satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system open to employees and applicants for employment.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those that occur at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system. The opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system when the opening occurs. Satisfy the requirement to list jobs with the appropriate employment service delivery system.

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(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system open to employees and applicants for employment.
c. Definition of Classified Information. The term "Classified Information" means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under the Atomic Energy Act of 1954, or information that is of such a nature and classification level as to warrant control and protection against unauthorized disclosure, and that is marked to indicate its classified status when in the possession or control of the holder of such information.

6. The Contractor shall comply, for the period of performance of this contract, with the requirements of the FAR program.

7. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will cease all access to the E-Verify system.

8. The Contractor shall comply, for the period of performance of this contract, with the requirements of the FAR program.

9. The Contractor has a duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, protect all classified information and all classified material (including documents, material, and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract.

10. SECURITY (MAR 2010)

a. Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, protect all classified information and all classified material (including documents, material, and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract.

b. Postings. The Contractor shall include the terms of this clause in every subcontract or purchase order or contract in excess of $15,000 unless exempted by rule or order of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

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

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

a. General.

b. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and retain qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as:

(i) Recruitment, advertising, and job application procedures;
(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return to the same or comparable position;
(iii) Rates of pay or other form of compensation and changes in compensation;
(iv) Job assignments, work schedules, work location, organization, structural positions, proportion of lines, descriptions, and seniority lists;
(v) Leaves of absence, sick leave, or any other leave;
(vi) Fringe benefits available to other employees, including apprenticeships, professional affiliations, conferences, and other related activities, and selection for leaves of absence to pursue training;
(vii) Activities sponsored by the Contractor, including social or recreational programs; and
(viii) Any other term, condition, or privilege of employment.

5. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

6. The Contractor shall notify the employer of the individual's availability and shall provide the employer with a copy of the contractor's standard nondiscrimination statement so that the employer may post the statement in a prominent location.

7. The Contractor is required to notify the employer of the individual's availability within 90 calendar days after the date of hire. The Contractor shall follow the applicable requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new hires.

8. The Contractor shall submit verification documents to the employer, if applicable, within 90 calendar days after the date of hire. The Contractor shall follow the applicable requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new hires.

9. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new hires.

10. The Contractor shall notify the employer of the individual's availability within 90 calendar days after the date of hire. The Contractor shall follow the applicable requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new hires.

11. The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental disability in all employment practices such as:

(i) Recruitment, advertising, and job application procedures;
(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return to the same or comparable position;
(iii) Rates of pay or other form of compensation and changes in compensation;
(iv) Job assignments, work schedules, work location, organization, structural positions, proportion of lines, descriptions, and seniority lists;
(v) Leaves of absence, sick leave, or any other leave;
(vi) Fringe benefits available to other employees, including apprenticeships, professional affiliations, conferences, and other related activities, and selection for leaves of absence to pursue training;
(vii) Activities sponsored by the Contractor, including social or recreational programs; and
(viii) Any other term, condition, or privilege of employment.

The Contractor is required to notify the employer of the individual's availability within 90 calendar days after the date of hire. The Contractor shall follow the applicable requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new hires.
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).

(b) "Clean air standards," as used in this clause, means -

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

(2) An applicable implementation procedure or plan under section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 110(c) or section 110(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

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

(c) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement contained in, issued under, or otherwise adopted under the Water Act or Air Act, and all regulations and guidelines issued to implement those acts, and all state, local, and common law that are similar to those acts.

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

(a) Definition. As used in this clause—

"Energy-efficient product" means-

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark; or

(ii) Is in the Energy Star program of any energy-efficient product or system described or procured for federal use.

(b) The Contractor shall ensure that energy-consuming products are energy-efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are—

(1) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(2) Acquired by the Contractor for use by the Government;

(3) Specified in the design of a building or work, or incorporated during its construction, maintenance, or operation;

(4) Covered by the Contractor's personnel security and counterintelligence program.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, the Contractor shall provide the following information to the Contracting Officer:

(1) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel security and counterintelligence program.

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d)) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as any other requirements specified in section 114(e) and section 309 of the Act, and all rules and regulations adopted thereunder; and

(3) The results of the test for illegal drugs.

15. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(b) Unless otherwise excepted, the Contractor, as owner or operator of a facility in the United States in the performance of this contract, shall file a copy of this clause, the regulations contained therein, and all applicable technical reports and other documents specified in this clause, by July 1 for the prior calendar year on an Annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6007 of the Pollution Prevention Act of 1999 (P.P.A. 42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements under section 313(d) of EPCRA (42 U.S.C. 1310d), the announcement should also alert applicants that successful completion of a counterintelligence- scope polygraph examination.

16. RIGHTS TO PROPOSAL DATA (MAY 2001)

It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the rights and powers relating to the proposal and all proposals and have others do for any purpose whatsoever, the technical data contained in the proposal is based.

17. ENVIRONMENTAL PROTECTION (MAY 2001)

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.

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark; or

(2) Acquired by the Contractor for use by the Government;

(3) Specified in the design of a building or work, or incorporated during its construction, maintenance, or operation;

(4) Covered by the Contractor's personnel security and counterintelligence program.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt ---

(1) The Contractor shall notify the Laboratory Procurement Representative; and
17. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The contractor shall notify the Laboratory Procurement Representative or designee in writing, at least 72 hours prior to the receipt of any shipment or anticipated receipt of any transportation of radioactive material that may involve international air transportation of personnel (and their personal effects) or property, to the Department of Transportation's Transportation Safety Management Division, 400 Seventh Street, SW, Washington, DC 20590.

(b) The laboratory shall provide a description of the radioactive material, including the quantity, radioactive activity, and composition of the radioactive material, to the Transportation Safety Management Division. Such notice shall be submitted electronically to: internet: http://www.fossil.energy.gov.

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

(i) The Laboratory Procurement Representative shall submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) The Contractor shall submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible.

(d) The Contractor shall submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible.

(e) The Contractor shall have transportation experience in ocean transportation services.

(f) The Contractor shall have transportation experience in ocean transportation services.

(g) The Contractor shall have transportation experience in ocean transportation services.

(h) The Contractor shall have transportation experience in ocean transportation services.

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

(a) Definitions. As used in this clause—

(i) 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.

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

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

(b) Section 1 of the Internal Revenue Code of 1942, 26 U.S.C. 1074 as enacted by the United States Congress in 1982, requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S.-flag air transportation. Chapter 411 of Title 49 of the United States Code authorizes the Department of Transportation to regulate the rates, routes, and services of air carriers.

(c) This clause applies to all air shipments of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished whenever any equipment, materials, or commodities, located within the United States, that may be transported by ocean vessel—

(i) Is acquired for a U.S. Government agency account;

(ii) Furnished to, or for the account of, any foreign nation without prior permission from the Department of State;

(iii) 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; or

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

(v) [State reasons]

(vi) [State reasons]


(a) Except as provided in paragraph (e) of this clause, the flag requirement of 46 U.S.C. 44121(b)(1) requires that the Government contractors and agencies shall use privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished whenever any equipment, materials, or commodities, located within the United States, that may be transported by ocean vessel—

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

(ii) Furnished to, or for the account of, any foreign nation without prior permission from the Department of State;

(iii) 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; or

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

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever they ship any equipment, materials, or commodities under the conditions set forth in paragraph (a) (above). To the extent that such equipment, materials, or commodities are not available at rates that are reasonable and competitive for privately owned U.S.-flag commercial vessels.

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

(i) The Office of Cargo Preference

(ii) Maritime Administration (MAR-500)

400 Seventh Street, SW

Washington, DC 20590

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

20. APPLICABLE LAW (OCT 1999)

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.
4. A description of the method used to develop the subcontracting goals in paragraph 5.

5. A description of the method used to identify potential sources for solicitation purposes.

8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business concerns, service-disabled veteran-owned small business concerns; HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

A. In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe. The service disabled veteran-owned small business concerns, HUBZone small business, small disadvantaged business, and women-owned small business concerns shall be subcontracted to the prime Contractor, and the subcontractor to meet the ANC or Indian tribe requirements.

B. If the ANC or Indian tribe designates more than one Contractor to count work and comply with this requirement, the ANC or Indian tribe shall designate which Contractor they will be considered the designated Contractor.

C. Whether service-disabled veteran-owned small business concerns were solicited and if so, why not.

D. Whether small disadvantaged business concerns were solicited and if so, why not.

E. Whether veteran-owned small business concerns were solicited and if so, why not.

F. Whether HUBZone small business concerns were solicited and if so, why not.

G. Whether offeror's total projected sales, expressed in dollars, and the total value of the subcontract toward its goals, the ANC or Indian tribe shall designate which Contractor they will be considered the designated Contractor.

H. Whether small disadvantaged business concerns were solicited and if so, why not.

I. Subcontracting plans are not required from subcontractors when the prime contract contains.

J. The failure of the Contractor or subcontractor to comply in good faith with—

2. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business concerns, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

3. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business concerns, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

4. A description of the method used to develop the subcontracting programs in paragraph (d)(1) of this clause.

5. Description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veteran services organizations, the National Minority Purchasing Council, Best Practices, the Department of Labor, the Service-Disabled Veteran Business Development Agency in the Department of Commerce, or, small HUBZone, small disadvantaged business, and women-owned small business concerns; HUBZone small business, small disadvantaged business, and women-owned small business concerns.

6. Small business concerns do not rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small business, service-disabled veteran-owned small business concern, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

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

8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

9. Prior compliance of the offeror with other such subcontracting plans under previous contracts.

10. The offeror ensures that the master plan is updated as necessary and provides copies of the plans to the Contracting Officer.

11. Assurance that the offeror will—

i. Cooperate in any studies or surveys as may be required.

ii. Submit periodic reports so that the Government may determine the extent of compliance by the offeror with the subcontracting plan.

iii. Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontracting Report (SSR) in accordance with the paragraph (h) of this clause using the Electronic Subcontracting Reporting System (eISR) at http://www.subreporting.gov for the information on subcontract activities of small business concerns.

iv. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR to whatever extent the subcontractor is a non-small business concern, service-disabled veteran-owned small business concern, HUBZone small business, small disadvantaged business concern, and women-owned small business concern.

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 this information into the eISR when submitting their INS.

vi. Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISR, to its subcontractors with subcontracting plans.

vii. 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 its subcontractors with subcontracting plans.

viii. 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 its subcontractors with subcontracting plans.

ix. Use eISR to notify interested small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns.

x. 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 its subcontractors with subcontracting plans.

xi. 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 its subcontractors with subcontracting plans.

xii. 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 its subcontractors with subcontracting plans.

xiii. 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 its subcontractors with subcontracting plans.

xiv. 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 its subcontractors with subcontracting plans.

xv. 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 its subcontractors with subcontracting plans.
of each reporting period, unless otherwise directed by the Contracting Officer. Reports were required when, regardless of whether there had been any subcontracting activity since the inception of the contract or the previous reporting period.

1. When a subcontracting plan contains separate goals for the basic contract and each option as prescribed by FAR 15.704(c), the Contractor shall include in its first report such information as is necessary to identify the dollar goals for the basic contract, the first option, and the second option.

2. A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; and

25. SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

The contractor shall furnish intermediate reports to the Laboratory from time to time requested, in such form and number as may be required by the Laboratory, summarizing activities of the subcontractor to whom the report is to be directed, as may be required by the Laboratory. All reports delivered to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

26. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

2. SSR

i. The authority to acknowledge receipt of SSRs in eSSRs, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contract unless stated otherwise in the contract.

ii. A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data.

(2) If the Contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, or

(2) If the Contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, or

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data.

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data.

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data.
been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

31. The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the change to the attention of the Contracting Officer.

32. The information, based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

34. The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

35. Except as prohibited by paragraph (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) the Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) the Contractor proves that the certified or cost pricing data were available before the 'as of' date specified on its Certificate of Current Cost or Pricing and that the Contractor had a reasonable opportunity to inspect the cost or pricing data by and at the expense of the contractor. The Contractor shall not be entitled for acceptance correction or rejected without before the 'as of' date specified on its Certificate of Current Cost or Pricing Data or.

36. The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the 'as of' date specified on its Certificate of Current Cost or Pricing Data.

37. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is recovered.

(a) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor the applicable underpayment effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622(c) and (d).

(b) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or nonexistent.

28. CHANGES—FIXED PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the sureties, if any, make changes in the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Laboratory in accordance with the drawings, designs, or specifications.

(2) Shipments of packing or transport.

(3) Place of delivery.

(4) Description of services to be performed.

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the Laboratory's refusal to inspect the contract for nonconforming supplies, the Contractor or subcontractor shall prepare records evidencing all inspections made under the system and have been inspected in accordance with the inspection system and have been approved for delivery.

(c) The contractor shall prepare records evidencing all inspections made under the system and have been inspected in accordance with the inspection system and have been approved for delivery.

(d) The contractor is entitled to the offset in the amount requested; and

(e) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(f) The Contractor proves that the certified or cost pricing data were available before the 'as of' date specified on its Certificate of Current Cost or Pricing Data.

30. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies under this contract shall pass to the Government upon formal acceptance by the Laboratory, regardless of where or when the Laboratory takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Limitation of the contract for supplies that have been inspected and may be made available to the Laboratory at the time (i) when contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Laboratory inspection.

(c) The Laboratory shall not require the contractor for responsibility for defects or other failures to meet contract requirements discovered after acceptance.

(d) Acceptance by the Government shall be conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

31. INSPECTION OF SUPPLIES—FIXED PRICE (OCT 1999)

(a) Definition, "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The contractor shall be liable for any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in this contract.

(c) If the Laboratory performs inspection or tests on the premises of the contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Laboratory shall be paid the expense of Laboratory inspections or tests made at other than the contractor's or subcontractor's premises, provided, that in case of rejection, the Laboratory shall not be liable for any reduction in the value of inspection or test samples.

(d) When supplies are not ready at the time specified by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test.

(e) The Laboratory may also charge the contractor for any additional cost of inspection or test when prior rejection makes reinspection or test necessary.

(f) The Laboratory shall have the right to reject or to require the correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship of an extent practicable, at all places and times, including the period of manufacture, and in any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in this contract.

(g) If the Laboratory does not require correction or rework, the Laboratory shall be paid the expense of Laboratory inspections or tests made at other than the contractor's or subcontractor's premises, provided, that in case of rejection, the Laboratory shall not be liable for any reduction in the value of inspection or test samples.
replace with similar services and charge to the Contractor the cost occasioned to the Contractor for performance under the entire contract.

35. WARRANTY OF SUPPLIES (DEC 2011)

The contractor shall have a system to manage (control, use, preserve, protect, repair, or replace) Government property (as defined in FAR clause 52.247-64) under this contract. The Contractor’s timely written request, consider an equitable adjustment to the contract.

36. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

(a) Neither this contract nor any interest therein nor claim thereunder shall be assigned or subcontracted without the prior written approval of the Laboratory. When requesting such approval, the contractor shall prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use. Any repairs, replacement, and/or refurbishment shall be at the Contractor’s expense.

(b) The contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property.

(i) The Contractor shall use Government property, either furnished or acquired under this contract, only for the purpose and in the manner as provided for under this contract or approved by the Laboratory Procurement Official.

(ii) The Contractor shall not use or authorize the use of Government property unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

(d) The Contractor’s responsibility extends from the initial acquisition and receipt of the property through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment or special tooling.

(e) The Contractor is responsible for the performance required by this clause.

(f) The Contractor shall notify the Laboratory Procurement Official of any changes to their property management system that may affect the requirements of this clause. In doing so, the Contractor shall initiate and maintain a system for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management, and ensure that during the period of time the property is in the possession of the Contractor, the Contractor shall comply with all applicable performance standards. Information about these products is available at www.energystar.gov/products and FEMP at http://www.eere.energy.gov/femp/procurement/wep_requirements.cfm.

37. 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.

"Contractor inventory" means—

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair, or replace) Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management, and ensure that during the period of time the property is in the possession of the Contractor, the Contractor shall comply with all applicable performance standards. Information about these products is available at www.energystar.gov/products and FEMP at http://www.eere.energy.gov/femp/procurement/wep_requirements.cfm.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Laboratory Procurement Official appointed in accordance with agency procedures, responsible for administering the contractor’s property management system, and the Contractor’s timely written request, consider an equitable adjustment to the contract.

(b) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use, until formally relieved of responsibility by a lawful disposition (including sale, transfer to another federal agency, or transfer to another person). The contractor’s expense.

(c) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use, until formally relieved of responsibility by a lawful disposition (including sale, transfer to another federal agency, or transfer to another person). The contractor’s expense.

(d) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use, until formally relieved of responsibility by a lawful disposition (including sale, transfer to another federal agency, or transfer to another person). The contractor’s expense.

(e) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use, until formally relieved of responsibility by a lawful disposition (including sale, transfer to another federal agency, or transfer to another person). The contractor’s expense.

(f) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use, until formally relieved of responsibility by a lawful disposition (including sale, transfer to another federal agency, or transfer to another person). The contractor’s expense.

(g) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use, until formally relieved of responsibility by a lawful disposition (including sale, transfer to another federal agency, or transfer to another person). The contractor’s expense.

(h) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use, until formally relieved of responsibility by a lawful disposition (including sale, transfer to another federal agency, or transfer to another person). The contractor’s expense.
Contractor plans and systems

Title under Cost-Reimbursement or Time- and-Material Contracts or Cost-
Reimbursement contract line items under Fixed-Price contracts.
(i) Title to all property purchased by the Contractor for which the
Government is to be reimbursed for the cost of such property.
(ii) Issuance of the property by the Contractor for use in contract
performance;
(iii) Commencement of processing of the property or its use in
contract performance;
(iv) Reimbursement of the cost of the property by the Government,
whichever occurs first.

All Government-furnished property and all property acquired by the Contractor,
title to which vests in the Government upon the vendor's delivery of such property.

Subcontractor control

Equitable adjustment

(i) The Contractor shall utilize, consume, move, and store Government
Property only as authorized under this contract. The Contractor shall promptly
perform and report to the Property Administrator the necessity to excess to
contract performance.

(ii) Unless otherwise authorized in this contract or by the Property Administrator,
the Contractor shall not commingle Government material with material not
owned by the Government.

Maintenance The Contractor shall properly maintain Government Property.
The Contractor's maintenance program shall enable the identification,
disclosure, and disposal of any property which does not conform to the
Government's needs.

(i) The Contractor shall disseal and report to the Property Administrator the need
for replacement and/or capital rehabilitation.

(ii) Property Control. The Contractor shall promptly perform and report to the
Property Administrator a contract property closeout, to include reporting,
investigating, correcting, reviewing, all closing or disposition of the
Government property.

(iii) The Contractor shall establish and maintain Government accounting source
data on all property acquired by the Contractor. Records of Government
property shall be made available to the Property Administrator.

(g) Systems analysis

(i) The Contractor shall have access to the Contractor's premises and all
Government property, at reasonable times, for the purposes of reviewing,
evaluating, inspecting, and testing the Contractor's property management plan,
supporting documentation that pertains to Government property. This access includes
all site locations, and with the Contractor's consent, all subcontractor premises.

(ii) The Contractor shall cooperate to be authorized Government personnel
shall be appropriately safeguarded.

(j) The Contractor shall do nothing to prejudice the Government's rights to recover,
the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective
management control and Government property under this contract, or present an
undue risk to the Government. The Contractor shall prepare a corrective action plan
when requested by the Property Administrator and take all necessary corrective actions
as specified by the schedule within the corrective action plan.

(k) The Contractor shall ensure Government access to subcontractor premises, and all
Government Property located at subcontractor premises, for the purposes of reviewing,
inspecting and evaluating the subcontractor's property management plan, systems,
procedures, records, and supporting documentation that pertains to Government
property.

(l) Contractor Liability for Government Property

(i) Unless otherwise provided for in this contract, the Contractor shall not be liable for
the damage or destruction to the Government Property acquired under this
contract, except when any of the following applies:

(i) The risk is covered by insurance or otherwise reimbursed (to the extent of such insurance or reimbursement).

(ii) The loss, theft, damage or destruction is the result of fraudulent or
lack of good faith on the part of the Contractor's managerial personnel

(iii) The Contractor's property management procedures, records, and supporting documentation that pertains to
Government Property, is a part.

(iv) The Contractor's property management procedures, records, and supporting documentation that pertains to
Government Property, is a part.

(v) Any delay in delivery of Government-furnished property.

(vi) All known interests in commingled property of which the
Government property is a part.

(vii) Any known interests in Government property, except when
requested by the Government for the delivery of Government
property.

(viii) Any failure to repair or replace Government property for which the
Government is responsible.

(ix) Anything by the Contractor in delivery of Government-furnished property.

(x) Failure to repair or replace Government property for which the
Contractor is responsible.

(xi) Contractor inventory disposal. Except as otherwise provided for in this contract, the
Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant
Clearance Officer.
Scrap to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to purchase such property for use in performance of that contract.

(iii) The Contractor may dispose of scrap resulting from production or testing under this contract, provided the terms of another Government contract do not require the Government to purchase such property for use in performance of that contract.

(iv) The Contractor shall provide the information required by FAR paragraph (j)(2)(i)(B) of this clause, and property that was not purchased under paragraph (j)(2)(i)(A) of this clause, and property that could not be returned to the Government shall be grouped in a single line item.

(v) Nonhazardous hazardous materials or hazardous wastes; or

(vi) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1, paragraph (i)(ii) along with the following:

(a) Any additional information that may facilitate understanding of the property's intended use.

(b) Any references to the specific or estimated weight and volume of the property.

(c) The type and estimated waste or hazardous condition of the property.

(d) Any hazardous material or property containing hazardous material, the type of hazardous material.

(e) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thicknesses) of the materials.

(f) Any property with the same description, condition, code, and reporting location may be grouped in a single line item.

(g) Scrap shall be reported by “lot” along with metal content, estimated weight and estimated value.

3. Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30 days following the Contractor’s determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following delivery of or performance; or

(iii) 120 days, or such longer period as may be approved by the Laboratory Procurement Official following contract termination in whole or in part.

4. Corrections. The Plant Clearance Officer may correct any discrepancies or inaccuracies in an inventory disposal schedule. Notwithstanding the foregoing, if the Government requests the removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain such records, the Contractor may remove or suspend such person at once, although the Contractor must notify Laboratory Procurement Official prior to or concurrence with such action.

5. Disposition instructions. If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor’s approved scrap procedures.

6. Storage. The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government’s failure to furnish such instructions within 45 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

7. Disposal proceeds. The Contractor may dispose of scrap resulting from the premises where the scrap is currently located prior to issuance of a disposal schedule. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be available for use by the Government to facilitate the movement of scrap. The Government shall reimburse the Contractor for its costs incurred in moving the scrap to the storage area.

8. Disposal instructions. If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor’s approved scrap procedures.

9. Clearing the obligation. The Contractor shall provide for shipment, deliver f.o.b. origin, or dispose of the valuable property identified on the scrap list as directed by the Laboratory Clearance Officer. Unless otherwise directed by the Laboratory Clearance Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as United States Government-owned property prior to its disposal.

10. Abandonment of Government property. The Government shall not abandon sensitive Government property or termination of Government property on or after the termination date of the contract. The Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

11. Abandonment of Government property. The Government shall not abandon sensitive Government property or termination of Government property on or after the termination date of the contract. The Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

12. Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

13. Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (i)(ii) of this clause.

14. Communication. All communications under this clause shall be in writing.

15. Notice to the Contractor. The Contractor, upon notice to the Contractor, may make the necessary adjustments to the Government property in place, at which time all obligations of the Government regarding such property shall cease.

16. Communication. All communications under this clause shall be in writing.

17. Abandonment of Government property. The Government shall not abandon sensitive Government property or termination of Government property on or after the termination date of the contract. The Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

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21. Communication. All communications under this clause shall be in writing.

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23. Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

24. Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (i)(ii) of this clause.

25. Communication. All communications under this clause shall be in writing.

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29. Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

30. Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (i)(ii) of this clause.
Procurement Representative or Department of Labor to interview employees in the workplace during working hours.

The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that exceed $150,000. Any method of distributing costs to line items may be used, so long as the cost attributable to labor is not reduced during the contract period, on the transactions or property covered by this contract.

The effective date of termination.

The amount of any after-imposed Federal tax, as a contingency for termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

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 directs.

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

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

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' value to the Government to ensure that distored unit prices shall not be used. For example, distributing costs equally among line items is unacceptable except when there is a 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.

As used in this clause—

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

4.5. TERMINATION FOR CONVENIENCE OF THE LABORATORY (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate work under this contract in whole or, from time to time, in part if the Laboratory Procurement Official determines that a termination in the Government's interest. The Laboratory Procurement Official shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Laboratory Procurement Official, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the terminated portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposals arising out of the termination of those subcontracts.

(5) With approval or ratification to the extent required by the Laboratory Procurement Official, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Laboratory Procurement Official, transfer title and deliver to the Government—

(i) The fabrication or unfinished parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property, if the work has been performed and the contract has been completed, would be required to be furnished to the Government.

(7) Complete performance of work under the contract in a manner that does not terminate.

(8) Take any action that may be necessary, or that the Laboratory Procurement Official may direct, for the preservation and protection of the property related to this clause in the event that the Contracting Officer has or may have an interest.

(9) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1936 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Company” means an article, material, or supply incorporated directly into an end product.

Cost of components means:

(1) Components purchased by the Contractor, the acquisition cost, including transportation costs to the point 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).

(ii) The completed or partially completed plans, drawings, information, and other property, if the work has been performed and the contract has been completed, would be required to be furnished to the Government.

(6) As directed by the Laboratory Procurement Official, transfer title and deliver to the Government—

(i) The fabrication or unfinished parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property, if the work has been performed and the contract has been completed, would be required to be furnished to the Government.

(7) Complete performance of work under the contract in a manner that does not terminate.

(8) Take any action that may be necessary, or that the Laboratory Procurement Official may direct, for the preservation and protection of the property related to this clause in the event that the Contracting Officer has or may have an interest.

(9) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1936 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Company” means an article, material, or supply incorporated directly into an end product.

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(ii) The completed or partially completed plans, drawings, information, and other property, if the work has been performed and the contract has been completed, would be required to be furnished to the Government.

(6) As directed by the Laboratory Procurement Official, transfer title and deliver to the Government—

(i) The fabrication or unfinished parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property, if the work has been performed and the contract has been completed, would be required to be furnished to the Government.

(7) Complete performance of work under the contract in a manner that does not terminate.

(8) Take any action that may be necessary, or that the Laboratory Procurement Official may direct, for the preservation and protection of the property related to this clause in the event that the Contracting Officer has or may have an interest.

(9) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1936 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Company” means an article, material, or supply incorporated directly into an end product.

Cost of components means:

(1) Components purchased by the Contractor, the acquisition cost, including transportation costs to the point 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).

(ii) The completed or partially completed plans, drawings, information, and other property, if the work has been performed and the contract has been completed, would be required to be furnished to the Government.

(6) As directed by the Laboratory Procurement Official, transfer title and deliver to the Government—

(i) The fabrication or unfinished parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property, if the work has been performed and the contract has been completed, would be required to be furnished to the Government.
(h) Except for normal spoilage, and except to the extent that the Government expressly assumes the risk of loss, the Laboratory Procurement Official shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Laboratory Procurement Official, of property that is destroyed, lost, stolen, or damaged as a result of any cause of loss under the Federal Property Loss and Damage Act of 1968, as amended.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Dispute clause, from any determination made by the Laboratory or by a person acting under the Laboratory's authority with respect to the contract price. This right of appeal is subject to the provisions of paragraph (a) of this clause, except that if the Contractor failed to submit the termination settlement proposal or the equitable adjustment proposal referred to in paragraphs (e) or (f), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) Any claim which the Government has against the Contractor under this contract; and

(2) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not paid in accordance with the terms hereof, or repossessed or credited to the Government by the Laboratory and the Laboratory Procurement Official.

(l) If the termination is partial, the Contractor may file a proposal with the Laboratory Procurement Official for an equitable adjustment to determine the contract price for the work performed under the terminated portion of the contract. The Laboratory Procurement Official shall make any equitable adjustment agreed upon. Any proposal for an equitable adjustment under this clause shall be made within 90 days from the effective date of termination or such longer period, if any, as the Laboratory may establish by the Laboratory Procurement Official.

(m) Government records. The Government may, after the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Laboratory Procurement Official believes the total of such payments will not exceed the amount to which the Contractor will be entitled.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement of the contractor's claim in accordance with the Government's records retention requirements. The Government may examine such records and documents and make copies of them at any reasonable time, upon giving the Contractor written notice thereof. After their completion date, these records and documents will be maintained by the Contractor at no cost to the Government.
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

(a) Definitions. As used in this clause—

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

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

(1) Issuance of a solicitation.

(2) Payment of any compensation.

(3) Entering into any cooperative agreement.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

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

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

(3) A member of the uniformed services, as defined in subsection 1013(3), Title 37, United States Code.

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

(5) 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.

(6) An individual who is an officer or employee of a person requesting or receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(7) Only those communications and services expressedly authorized by paragraphs (c)(1) and (c)(2) of this clause are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a covered Federal award will be made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(e) Penalties.

(1) 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. 1382.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowable. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically allowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure paragraphs of FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a covered Federal award.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

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

52. 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 submitted no later than (30) days after the date of the notice. The Contractor shall enter a copy of this clause in the Contracting Officer’s file. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which an instrument has not been made. This obligation remains in effect until final payment under this contract.

53. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, eating areas, and sanitary facilities provided for employees of a person requesting or receiving a covered Federal award that are segregated by or based on the race, color, religion, sex, or national origin of the employees. The term also includes separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) To the extent the Contractor can demonstrate that the Contractor has sufficient space, and other Federal appropriated funds, the Government will assume that the Contractor is not required to separate or segregate any facilities that would be allowable if paid for with Federal appropriated funds.

54. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

(b) The contractor shall not insert the substance of this clause in any subcontract, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

55. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEB 2010 – 2017)

Appplies To Contracts That Exceed $30,000 In Value

1. "Commercial appropriation, "Commercial appropriations (COTS) item," as used in this clause—

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

(i) A commercial item (as defined in paragraph [1] of the definition of the Commercial Item (COTS) item as used in this clause—

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

(iii) Sold in substantial quantities at private market prices.

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

(c) Contractors may not enter into subcontract in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(d) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available of-the-shelf item, to disclose to the Contractor, in writing, whether of the time of award of the subcontract, the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by the Federal Government.
(d) A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Officer when the contractor, in writing, before entering into a subcontract (with a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice shall be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or NATIONALS (DEC 2004).

(c) The Contractor is responsible for maintaining the integrity of research performed pursuant to this contract with a subcontractor or any subcontractor thereto (the subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice shall be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or NATIONALS (DEC 2004).

(f) In conducting the activities described in this clause, the contractor and the Laboratory, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:

1. Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the Laboratory without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; nondisclosure of information (including personal positions and reputations); the contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations against them, a description of the allegations and reasonable grounds for believing the allegations, support the alleged or developed in response to an allegation and notice of any findings of research misconduct.

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 be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the person that conducted the inquiry or investigation.

3. Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct as promptly as possible. Generally, an investigation should be completed within 120 days of initiation, and adjudication should be completed within 60 days of receipt of the record of investigation.

4. Confidentiality. The contractor shall maintain confidentiality, and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants is limited to those with a need to know.

5. Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall be 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, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the Laboratory to ensure that such personnel sanctions are appropriate. Any such sanction must be considered and effectuated consistent with any applicable personnel laws, regulations, policies, and procedures and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was a isolated event or pattern of conduct.

(e) The Laboratory reserves the right to take any other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. The contractor must submit a written response to this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If the Laboratory pursues any action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

(f) "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 the same as true.

"Falsification" means manipulating research materials, equipment, or processes, or changing physical or electronic, progress reports, abstracts, theses, oral presentations, internal and external reviews, to subvert the research record.

"Research record" means the record of all data or results that embody the facts resulting from research.

"Investigation" means the formal examination and evaluation of the relevant facts.

"Finding of Research Misconduct" means a determination, based on a preponderance of the evidence, that research misconduct has occurred.

"Adjudication" means a formal review of a record of investigation of alleged research misconduct.

"Research misconduct" means any behavior that violates accepted standards of scholarly conduct in research and would include the above definitions for fabrication, falsification, and plagiarism.

"Plagiarism" means the appropriation of another person's ideas, processes, results, or words without giving appropriate attribution.

"Research" means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, environmental, infectious diseases, social science, and research involving human subjects or animals.

"Research misconduct" means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

"Research misconduct" means any behavior that violates accepted standards of scholarly conduct in research and would include the above definitions for fabrication, falsification, and plagiarism.

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can be accomplished, and a DOE indices check can be completed prior to approval. In such cases, a specific subcontractor is required to be submitted to the DOE for review and approval with the contractor, and the subcontractor shall be subject to the terms and conditions of this contract.

65. INTEGRATION CLAUSE (MAY 2001)

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.

66. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
   (1) Establish new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

67. 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.

Typical of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials; and several items, and components, and sub assemblies. The contractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to, or in relation to the materials, parts, and components, and sub assemblies. It is the contractor's responsibility to review the information data sheet and to obtain any other documentation needed to ensure that the materials, parts, and components, and sub assemblies are genuine, new, and unused, or not otherwise suitable for the intended purpose.

68. CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be identified in writing to the Laboratory Procurement Officer. Such written notification must be received by the Laboratory Procurement Officer within two (2) years of the occurrence (or earlier period is stated elsewhere in the contract) after the completion of work under the contract or after the cause of action has arisen, whichever occurs first; otherwise the contractor shall be barred from pursuing such action.

69. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in an article entitled, “Applicable Documentation”, which can be reasonably ascertained by the contractor shall be immediately submitted to the laboratory for its written decision. Any work undertaken by the contractor without such decision shall be at the contractor's own risk.

70. DEFINITIONS (SEP 2010)

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

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service text messaging, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to navigational information that is recorded or transmitted in a commercially available device or 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) Text Messaging While Driving
   (a) Definitions. As used in this clause—
   (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

71. INTEGRATION CLAUSE (MAY 2001)

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.

72. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
   (1) Establish new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

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

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82. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
   (1) Establish new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
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</thead>
<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>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
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<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
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<td></td>
<td>Hollow Triangle</td>
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<td>E</td>
<td>Daiei (JP)</td>
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GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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</table>

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

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<tbody>
<tr>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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