# 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 meets the eligible employee criteria of the Department of Energy Contract Labor Relations Act of 1965, or (3) who is qualified for a particular job vacancy with the Department, subject to the Contractor’s supervision and control as to time, place, and manner of work performance, and (4) who has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ organization that (i) the notice is based on the general public notice given to employees and applicants for employment the notice to be provided by the Contracting Officer that explains this clause.

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

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 contingency fee, except a bona fide employee or agent, that neither exerts nor proripos to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(b) “Bona fide employee,” as used in this clause, means a certified employee or representative of workers with which the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, which neither exerts nor proripos to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(c) 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 proripos to exert improper influence to solicit or obtain Government contracts or holds itself 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 fee that is contingent upon the success that a person or concern has in securing a Government contract or contracts. An improper fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

3. EQUAL OPPORTUNITY (MAR 2007)

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

(b) During any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States, for those positions that will be filled from within the Contractor’s organization, and positions established 3 days or less. This clause includes full-time employment, temporary employment for more than 3 days duration, and part-time employment.

(c) “Armed Forces service medal veteran” means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which an Armed Forces service medal was awarded pursuant to Executive Order 11246, as amended.

(d) “Disabled veteran” means—

(i) Any employee—

(ii) Who was a member of the Armed Forces on active duty for a period of not less than 181 days during a war or during a period for which an Armed Forces service medal was awarded pursuant to Executive Order 11246, as amended.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall provide information based on data known to the contractor when the report is submitted.

(f) The number of veterans reported must be based on data known to the contractor when the complete the report.

4. EMPLOYMENT REPORTS VETERANS (SEPTEMBER 2010)

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.

(a) Definitions. As used in this clause—

(1) Any employee—

(2) Any employee who owns at least a bona fide 20–percent equity interest in the enterprise in which the employee is employed, regardless of whether the enterprise is a corporation, partnership, or other entity; and

(3) “Recently separated veteran” means a veteran who, because the individual is a disabled veteran, recently separated veteran, or in the case of a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense, had a service-connected disability that is rated at 10 percent.

(b) “Position that will be filled from within the Contractor’s organization” means employment positions that are to be filled by the Contractor. The positions shall be filled by Department of Labor–designated veterans, as defined in 41 CFR 60-7.10.(i), (ii), (iv), and (v)(ii) and from within the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any open positions the Contractor proposes to fill by regularly established “recall” lists. The recall list does not require the Contractor to recall persons outside of its organization.

(c) “Recently separated veteran” means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

(d) “Recently separated veteran” means any veteran during the three-year period beginning on the first day of the veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.

(e) “Disabled veteran” means—

(i) Any employee—

(ii) For purposes of this clause, “individual who is a veteran” means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense, exclusive of board, lodging or other facilities.

(iii) Who, in the case of a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which an Armed Forces service medal was awarded pursuant to Executive Order 11246, as amended, is”—

(iv) For purposes of this clause, an “employee” means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of work performance, that neither exerts improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(v) For purposes of this clause, an “employment position” means a position of employment that is a bona fide employee or agency. For breach or violation of this warranty, the laboratory shall have 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.
6. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

(DEC 2020)

Appplies To Contracts That Exceed $10,000 in Value

(a) The Contractor, within 3 days after the execution of this contract, 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 employed, and shall post the notice relating to 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 417.2(8) and (9).

(b) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices where employees covered by the National Labor Relations Act are employed, and shall be readily seen by employees who are covered by the National Labor Relations Act and engaged in or affected by such activity, including employees engaged in or affected by the performance of services provided for that COTS item; or (ii) Construction.

(c) Any other form, or by any medium, whether physical or electronic, that the contractor adopts and uses in performance of this contract.

(d) The Contractor shall also post the notice electronically by displaying it on the Contractor's internet site, if it has one.

(e) The Secretary of Labor shall post the notice on the internet site of the Labor Department, in a readily accessible location, for Internet posting.

(f) The notice shall be posted for at least 60 days from the date of the contract.

(g) The notice shall be posted in English and in the language spoken by a significant portion of the employees covered by the contractors.

(h) Any misrepresentation, misrepresentation and the failure to post the notice, or the refusal to post the notice, shall be a breach of this contract.

(i) The notice shall be posted in the language spoken by a significant portion of the employees covered by the Contractor.

(j) The notice shall be posted in the language spoken by a significant portion of the employees covered by the Contractor.
9. Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that a subcontractor is required by this clause to include in a subcontract that it is required to include in each subcontract.

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall verify the background of such employee within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(3) of this section).

(iii) Employees working in the United States. The Contractor shall verify the background of each employee working in the United States, whether or not assigned to the contract, within 30 business days after the date of hire (but see paragraph (b)(3) of this section).

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall verify the background of such employee within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(3) of this section).

(i) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall verify the background of such employee within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(3) of this section).

(ii) Employees working in the United States. The Contractor shall verify the background of each employee working in the United States, whether or not assigned to the contract, within 30 business days after the date of hire (but see paragraph (b)(3) of this section).

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, classify 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 and shall protect such classified information and all classified material from unauthorized disclosure.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.

The Contractor shall act as the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

1. The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level of access and category of classified information or special nuclear material to which access is required.

2. The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of any uncleared employee whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, another Federal agency, or whose access authorization may be reapproved or otherwise extended, a
14. 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 subsection 110(d) of the Air Act (42 U.S.C. 7411 (c) or (d)); or
4. An approved implementation procedure under section 110(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 the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
(d) "Compliance," as used in this clause, means compliance with -
1. Clean air or water standards; or
2. A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or the Department of Energy, or any other federal, state, or local regulatory body.
(e) "Facilities," as used in this clause, means buildings, installations, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.
(f) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.)

(b) The Contractor agrees -
1. (i) Furnish with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Clean Air Act, and all regulations and guidelines issued to implement those acts before the award of this contract. The information to be furnished by the Contractor under this section is considered an inherently Government rights item and shall be provided by the Contractor in accordance with classification regulations, mandatory DOE directives, or EO guidance. The Contractor shall provide plans, specifications, drawings, documents, and data, or any other, to the DOE Contracting Office.
2. To use best efforts to comply with clean air standards and clean water standards at each site or location covered by this contract.
3. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(iv)
17. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *days prior to the delivery of, or prior to completion of any servicing required by this contract, of any change in the description of (i) the material or its activity, (ii) the type of containment, (iii) the method of labeling, (iv) the method of shipping, (v) the method of handling, or (vi) the method of servicing in the case of hazardous waste. See FAR 23.601(d).

(b) If the change affects the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract, the Contractor shall require that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall be in writing.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in each contract, subcontract, or purchase order under this contract.

(d) The Laboratory Procurement Representative or designee, in the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

[STATEMENT OF NON-AVAILABILITY OF U.S.-FLAG AIR CARRIERS]

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

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

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

(a) Definitions. As used in this clause -- "International air transportation means transportation by air between a place in the United States and a place outside of the United States or between two places both of which are outside the United States.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411. See Section 121.231 of the Federal Aviation Regulations.

"International air transportation means transportation of personnel (and their personal effects) or property, to or from a place outside the United States, that may be transported by ocean vessel are --

"Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States, that may be transported by ocean vessel are --

(b) The Laboratory Procurement Representative or designee, in the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

[STATEMENT OF NON-AVAILABILITY OF U.S.-FLAG AIR CARRIERS]

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

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


(a) Excerpt as provided in paragraph (a) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 224(n)) requires that Federal agencies and Department of Defense contractors use privately owned U.S.-flag vessels at least 50 percent of the gross tonnage of the cargo being transported; or (ii) construction contracts for the design, production, loading, or unloading of such vessels.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved in this cargo movement (computed separately for dry bulk carriers, ocean vessels, vessel owners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such equipment, materials, or commodities are available at rates that are reasonable and commercially available for privately owned U.S.-flag vessels.

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

[Office of Cargo Preference
Maritime Administration
MARP-500
400 Seventh Street, SW
Washington, DC 20590]

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

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

[Office of Cargo Preference
Maritime Administration
MARP-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.

21. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2013)

This clause does not apply to small business concerns.

a. Definitions. As used in this clause "Small business concern" means any business concern which is defined by the Office of Small Business at the Department of Commerce as a small business concern.

"Alaskan Native Corporation (ANC) " means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 161 et seq.) which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs for the purposes of Title 25, United States Code.

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

"Subcontractor" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contract or subcontractor calling for supplies or services (other than supplies or services configured or delivered in support of the prime contract or subcontract) for the support of the prime contract or subcontract.

b. The offeror, upon request by the Laboratory Procurement Official, shall submit and negotiate a subcontracting plan where applicable, that separately addresses subcontracting with small businesses, Indian tribes, Alaska Native Corporations, veteran-owned, service-disabled veteran-owned small businesses, HUBZone small business concerns, disadvantaged business concerns, and, with "om’n-own"-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned, veteran-service-disabled small business, HUBZone small business concerns, disadvantaged business concerns, and, with "om’n-own"-owned small business concerns. The plan shall be negotiated within the time specified by the Laboratory Procurement Official. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

The offeror’s subcontracting plan shall include the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small businesses, Indian tribes, Alaska Native Corporations, veteran-owned, service-disabled veteran-owned small businesses, HUBZone small business concerns, disadvantaged business concerns, and, with "om’n-own"-owned small business concerns. The offeror shall include all subcontractors that will be entitled to contract performance for small businesses, and include a share of products and services that are normally allocated as indirect costs.

Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged businesses (SDBs) regardless of the size or Small Business Certification status of the ANC or Indian tribe.

2. Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business subcontracting goals.
A. In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe. If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

B. The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within three days of the date of the subcontract award.

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

2. A statement of:
   a. Total dollars planned to be subcontracted for an individual contract plan, or the offeror’s total projected sales, expressed in dollars, and the total value of all subcontracted sales at the time of solicitation, expressed in dollars;
   b. Total dollars planned to be subcontracted to small business concerns (including ANCs and Indian tribes);
   c. Total dollars planned to be subcontracted to veteran-owned small business concerns;
   d. Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
   e. Total dollars planned to be subcontracted to HUBZone small business concerns;
   f. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
   g. Total dollars planned to be subcontracted to women-owned small business concerns.

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
   a. Small business concerns;
   b. Veteran-owned small business concerns;
   c. Service-disabled veteran-owned small business concerns;
   d. HUBZone small business concerns;
   e. Small disadvantaged business concerns;
   f. Women-owned small business concerns;
   g. HUBZone small business concerns;
   h. Small disadvantaged business concerns (including ANC and Indian tribes); and
   i. Women-owned small business concerns.

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

5. A 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 (NMPC), the U.S. Small Business Administration (SBA), the Office of Minority Business Development (OMBD), and the Office of Civil Rights (OCR)) used to solicitation purposes.

6. The name of the individual employed by the offeror who will administer the offeror’s subcontracting programs, and a description of the duties of the individual.

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. Assurances that the offeror will include the clause of this contract entitled “Utilization Of Small Business Concerns” in all other subcontracts or purchase orders with minority concerns, small disadvantaged business concerns, small disadvantaged business concerns (including ANCs and Indian tribes) that have been designated to receive small business administration (SBA) and Historically Black Colleges and Universities and Minority Institutions (HBCU/MI) requirements in all subcontracting award documents, and a description of the method used to determine the proportionate share of indirect costs to be included—
   a. Small business concerns (including ANCs and Indian tribes);
   b. Veteran-owned small business concerns;
   c. Service-disabled veteran-owned small business concerns;
   d. HUBZone small business concerns;
   e. Small disadvantaged business concerns (including ANCs and Indian tribes); and
   f. Women-owned small business concerns.

10. Assurances that the offeror will—
   a. Provide its prime contract number, its DUNS number, and the e-mail address of the offeror’s point of contact for its subcontracting program, and a description of the duties of the individual.
   b. Provide notice to subcontractors concerning penalties and remedies for noncompliance by the offeror with the subcontracting plan;
   c. Submit the Individual Subcontracting Report (ISR) and the Summary Subcontracting Report (SSR) in accordance with the paragraph (h) of this clause using the Electronic Subcontracting Reporting System (ESRS) at http://www.esrs.gov; and
   d. Include information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, historically black colleges and universities and minority institutions (HBCU/MI) requirements, and historically black colleges and universities and minority institutions (HBCU/MI) requirements in all subcontracting award documents, and a description of the method used to determine the proportionate share of indirect costs to be included—
   i. Small business concerns (including ANCs and Indian tribes);
   j. Veteran-owned small business concerns;
   k. Service-disabled veteran-owned small business concerns;
   l. HUBZone small business concerns;
   m. Small disadvantaged business concerns (including ANCs and Indian tribes); and
   n. Women-owned small business concerns.

11. A description of the types of records that will be maintained concerning procedures that have been adopted to implement all of the goals in paragraph (d)(1) of this clause, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

12. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business, and women-owned small business concerns, and the results of the efforts.
22. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, small business concerns owned by individuals who are socially and economically disadvantaged, and small business concerns owned by veterans shall have the maximum practicable opportunity to participate in awards to that subcontractor under its predominant NAICS Industry Subsector.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 5.403-4, on the date of agreement on price or the date of award, whichever is later, or before certifying the subcontractor for construction purposes that is at least 51 percent owned by one or more women, or, in the case of any publically owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and the management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern—means a small business concern—

*That is at least 51 percent owned by one or more women, and, in the case of any publically owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and the management and daily business operations of which are controlled by one or more veterans.*
A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current certified cost or pricing data had been submitted. The Contractor or subcontractor should have known that the certified cost or pricing data were defective even though the data were not complete, accurate, or current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data at FAR 15.403-4 or cost shall be reduced accordingly and the contract shall be modified to reflect the price or cost reduction established by the Government. The contractor is entitled to the offset in the amount requested and (B) the Contractor proves that the certified cost or pricing data were available before the 'as of' date specified on its Certificate of Current Cost or Pricing Data and that the data were not submitted before such date.

An offset shall not be allowed if—

(a) The undated data were known by the Contractor to be undated before the 'as of' date specified on its Certificate of Current Cost or Pricing Data, or
(b) The Contractor proves that the certified cost or pricing data were available before the 'as of' date specified on its Certificate of Current Cost or Pricing Data and that the data were not submitted before such date.

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.

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 at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622(c)(2).

The Laboratory shall provide and maintain an inspection system acceptable to the Laboratory covering supplies under this contract and shall tender to the Laboratory for acceptance only supplies that have been inspected in accordance with the inspection system and have been found to meet the contract requirements. All rejected or unacceptable supplies must be returned to the contractor for prompt disposition.

The Laboratory shall perform or instruct the contractor to perform any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in the contract.

The Laboratory shall bear the expense of Laboratory inspections or tests made at other than at the contractor's or subcontractor's premises, provided that, in case of rejection, the Laboratory shall be liable for any reduction in the value of inspection or test samples.

The Laboratory assumes no contractual obligation to perform any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in this contract.

The Laboratory shall perform or instruct the contractor to perform any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in this contract.
(i) If this contract provides for the performance of Laboratory quality assurance at source, and if requested by the Laboratory, the contractor shall furnish advance notice of 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.

(ii) The Laboratory request shall specify the period and method of the advance notification and the Laboratory representative to whom it shall be furnished. Requests shall not require more than 2 weeks of advance notification if the Laboratory representative is in residence in the contractor’s plant, nor more than 7 working days in other instances.

(iii) The Laboratory shall have the right, to the extent practicable after delivery, unless otherwise provided in the contract Laboratory failure to inspect and accept or reject the supplies shall not relieve the contractor from responsibility, nor impose liability on the Laboratory, for nonconforming supplies.

(iv) Inspections and tests by the Laboratory do not relieve the contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise provided in the contract.

(v) If the acceptance is not conclusive for any of the reasons in paragraph (i) hereof, the Laboratory in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the contractor (1) to reexecute the contract at no increase in contract price to correct or replace the defective or nonconforming supplies at the original price per unit at the location of the contractor’s plant or at the Laboratory’s plant or at the contractor’s election. and delivery to the Laboratory with a reasonable delivery schedule as may be agreed upon between the contractor and the Laboratory, provided that the Laboratory may require a reduction in contract price if the contractor has failed to meet such delivery schedule, or (2) to make a reasonable number of exchanges with a reasonable number of exchanges with a reasonable number of returns to the contractor of notice of defects of nonconformance, to repay such portion of the contract as is necessary to cover the cost of such cure or replacement. When supplies are returned to the contractor, the contractor shall bear the transportation cost to perform or act as required in (1) or (2) above and does not cure such failure within a period of 15 days (or such longer period as the Laboratory may authorize in writing) after receipt of notice from the Laboratory specifying such failure, the Laboratory shall have the right by contract or otherwise to remove or correct such supplies and charge to the contractor the cost occasioned the Laboratory thereby.

34. INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

(a) Definition. “Services,” as used in this clause, includes services performed, workmanship, and materials purchased or utilized in the performance of the contract.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services hereunder. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government upon request. The Contractor shall conduct quality control, quality assurance, and acceptance tests in a manner that will not delay the work.

(c) The Contractor shall perform inspection and testing of the requirements of this contract. The Contractor shall notify the Laboratory Procurement Official of any defects or nonconformance, to repay such portion of the contract as is necessary to cover the cost of such cure or replacement. When supplies are returned to the contractor, the contractor shall bear the transportation cost to perform or act as required in (1) or (2) above and does not cure such failure within a period of 15 days (or such longer period as the Laboratory may authorize in writing) after receipt of notice from the Laboratory specifying such failure, the Laboratory shall have the right by contract or otherwise to remove or correct such supplies and charge to the contractor the cost occasioned the Laboratory thereby.

35. PERMITS OR LICENSES (OCT 1999)

(a) The Government may require the Contractor to obtain all necessary permits or licenses, and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

36. WARRANTY OF SERVICES (MAY 2001)

(a) Definition. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, ownership of existing and identified supplies, of approves specific services, as partial or complete performance of the work under this contract.

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the contractor’s assurance thereof, the Contractor shall not be responsible for all services performed under this contract, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Laboratory Procurement Officer shall give written notice of any defects or nonconformance of supplies or nonconformance of service within 10 days (or such longer period as the Laboratory may authorize in writing) after notification of the defects or nonconformance by the Laboratory. This notice shall state either—

(1) That the Contractor shall correct or repair any defective or nonconforming services; or

(2) That the Laboratory does not require correction or rework.

(c) If a request is required under paragraph (b) of this clause, and the Contractor fails or refuses to correct or repair, the Contractor shall be subject to this clause and, in the event as work progresses, and the Contractor fails or refuses to correct or repair, the Contractor Procurement Officer may, by contract or otherwise, correct or rework with similar services, and charge to the Contractor the cost occasioned thereby, or, make a claim to the Government in accordance with the terms of the contract.

(d) If the Contractor does not correct or rework, the Laboratory Procurement Officer shall make an equitable adjustment in the contract price.

37. WARRANTY OF SUPPLIES (DEC 2011)

The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Energy Consuming Products

When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost-effective and meet applicable performance requirements. Information about these products is available for EnergyStar® at:

http://www.energystar.gov/products and FEMP at:


In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (https://www.archives.gov/federal-register/executive-orders/12342.html) and Energy Policy Act of 2005, which requires the Federal Government to lead by example in the conservation of energy and water, the use of energy-efficient products and systems, and the use of renewable energy. The Federal Government Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/executive-orders/disposition.html). The Contractor shall also consider the best practices contained in the DOE Acquisition Guide, Chapter 23. Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content products, bio-based products, energy efficient products, water efficient products, alternative fuels and vehicles, climate change, rainwater, material, and other environmentally preferable products and services. This guide is available on the Internet at:


38. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

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

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

39. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, “Service” means an intangible and non-physical product or activity. “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or parent and child organizations.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nonseverable items as appropriate.

(c) The Contractor shall submit a report to the Laboratory that includes a list of all subcontractors for which subcontracts have been awarded under this contract.

39. GOVERNMENT PROPERTY (AUG 2010)

(a) Definitions. As used in this clause—

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price for the asset and all necessary costs to prepare the asset for use. All costs necessary to 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.

“Audit” means means to conduct an independent examination, or review, of the contractor’s books and records, for the purpose of verifying the accuracy of the contractor’s cost or performance reports, or otherwise to determine the contractor’s compliance with Federal law, regulations, and policies.

“Contractor acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract; and

(2) Any property that the Government is obligated or has the option to take over any type of contract, as a result of either additional changes in the specifications or plans or of other contract termination (or if the contract is modified, before completion of the work, for the convenience or at the option of the Government; and

“Government-furnished property” means property provided to the Contractor in addition to any other rights and remedies provided by law, or under other Government property.

“Government-furnished property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Government-furnished property” means property provided to the Contractor in addition to any other rights and remedies provided by law, or under other

(b) Government property does not include intellectual property and software.

“Property” means all tangible property, both real and personal.

Government Facilities

“Property” means all tangible property, both real and personal.

“Property” means all tangible property, both real and personal.

“Property” means all tangible property, both real and personal.

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“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 contract requirements and obligations relating to Government property in the possession of a Contractor.

"Property records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provisional property" means property acquired or authorized for use on a contract, but which has not been delivered to the Contractor, unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

"Real property" as defined in the Federal Property and Administrative Services Act of 1949, 40 U.S.C. 485a, means real property, including physical structures, improvements, rights, easements, and other interests in property under private ownership which are owned, leased, or otherwise made available by the United States for Federal use.

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials, or precious metals.

"Title to Government property" means the interest recognized by law, custom, or usage in real or personal property owned by the United States, the possession of which is restricted and for which the United States retains the ownership and control, whether or not expressed in the form of title.

1. SCOPE OF CONTRACT

(a) General

(1) The contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the procedures, systems, programs, records, and methodologies required for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the performance of the contract, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial allocation and receipt of property, through stewardship, custody, and use until formally released of responsibility by authorized means, including delivery, consumption, expediting, sale (as surplus property), or disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(b) Property management

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

(2) Use of Government property

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

(ii) Modifications or alterations of Government property are prohibited, unless they are—

(A) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(B) Required for normal maintenance; or

(C) Otherwise authorized by the Laboratory Procurement Official.

(iii) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

(c) Government property

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information necessary for the intended use of the property, including the warranties of suitability and timeliness of delivery. Government-furnished property does not apply to property acquired or fabricated by the Contractor as contractor-required property and subsequently transferred to another contract with the Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the Government's obligation to deliver property and the Contractor's obligation to accept property. The Contractor shall accept Government property within a reasonable time after receipt and installation, in a condition suitable not for its intended use, the Laboratory Procurement Official shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property, as determined by completion of the required action(s), the Laboratory Procurement Official shall consider an equitable adjustment to the contract (see paragraph (f)(1)(v)(A)) if this clause)

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given an opportunity to inspect the property prior to its use, but the Government makes no warranty with respect to the fitness or suitability of the property for the required performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(d) Property management

(i) The Laboratory Procurement Official may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Subcontract to any Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor from any Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the notice is directed to the Laboratory Procurement Official, the Contractor shall consider an equitable adjustment to the contract.

(e) Title to Government property

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by the contractor's incorporation into or attachment to any property not owned by the Government, for shall Government property become a part of or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts

(i) All Government-furnished property and all property acquired by the Contractor, to which titles vest in the Government under this paragraph (e)(2), are subject to the provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title or control. Under fixed price contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after completion of the contract, the Government may, by contract, be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct cost under this contract:

(A) Title to property purchased from a vendor shall pass to and vest in the Government upon—

1. Issuance of the property for use in contract performance;

(B) Title to all other property shall pass to and vest in the Government upon—

1. Commencement of processing of the property or its use in contract performance;

2. Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems

(1) The Contractor shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property management.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(5) of this clause, and subsequently discovered upon receipt, in shipment of Contractor-furnished property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Inventory of Government property. The Contractor shall create and maintain an accurate and complete accountable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(A) The name, description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(B) Quantity received (or fabricated), issued, and balance-on-hand.

(C) Unit acquisition cost.

(D) Unique-item identifier (if available).

(E) Acquisition source or equivalent (if available).

(F) disposal.

(G) Location.

(H) Posting reference and date of transaction.

(I) Use of a Receipt and Issue System for Government property. When approved by the Property Administrator, the Contractor may, in lieu of the contractor's records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for this contract or for associated Government property.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed by the Contractor, prior to contract termination. The Property Administrator may waive the requirement for this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviewed are periodically performed to determine the adequacy of the subcontractor's property management system.

(C) The Contractor shall develop a process to create and provide reports of discrepancies, losses, theft, damage or destruction; physical inventory results; audits and assessments; corrective actions; and other property related discrepancies. The Contractor shall include this process in the final report any physical inventory performed by the Contractor, as determined by the Property Administrator.

(D) All known interests in commingled property of which the Contractor is aware, shall be included in the final report of the physical inventory performed by the Contractor, as determined by the Property Administrator.

(E) Copies of all supporting documentation.

Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

1. Stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability.

2. Included in the inventory of weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials, or precious metals.

3. Subject to the provisions of this clause.
Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer. Except as otherwise provided for in this contract, the Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(a) Systems analysis (1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plans, systems, procedures, records, and supporting documentation that pertain to Government property. This access includes all site locations and, with the Contractor's written approval, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property, including property under this contract, or if 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.

(b) 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 pertain to Government property.

(c) Contract Liability for Government Property.

(1) Unless otherwise specifically provided in the contract, the Contractor shall not be liable for loss, theft, damage or destruction to the Government property furnished or acquired under this contract, except when any one of the following applies:

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

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

(iii) The Contractor shall have actual knowledge, of the existence of such risk or the contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, theft, damage or destruction of Government property occurred while the Contractor had adequate property management practices, and the loss, theft, damage or destruction of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall hold the damaged and undamaged Government property, place all affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction.

(4) Upon the request of the Laboratory Procurement Official, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the final disposition of suit and any costs or expenses incurred by the Government in obtaining recovery.

(d) Equitable adjustment. An equitable adjustment under this clause shall be made in accordance with the procedures of the Change clause. However, the Government shall not be liable for the breach of contract for the following:

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

(ii) Delivery of Government-furnished property in a condition not suitable for its intended use.

(iii) An increase, decrease, or substitution of Government-furnished property.

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

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor may dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without any Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than routine production, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the scope of the contractor's property management plan).

(i) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(A) Is a classified item;

(B) Is generated from classified items; or

(C) Contains hazardous materials or hazardous wastes;

(d) The Contractor shall not dispose of scrap resulting from production or testing under this contract without any Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(ii) For scrap from other than routine production, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the scope of the contractor's property management plan).

(iii) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(A) Is a classified item;

(B) Is generated from classified items; or

(C) Contains hazardous materials or hazardous wastes;

(d) The Contractor shall not dispose of scrap resulting from production or testing under this contract without any Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(ii) For scrap from other than routine production, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the scope of the contractor's property management plan).

(iii) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(A) Is a classified item;

(B) Is generated from classified items; or

(C) Contains hazardous materials or hazardous wastes;

(d) The Contractor shall not dispose of scrap resulting from production or testing under this contract without any Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(ii) For scrap from other than routine production, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the scope of the contractor's property management plan).

(iii) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(A) Is a classified item;

(B) Is generated from classified items; or

(C) Contains hazardous materials or hazardous wastes;

(d) The Contractor shall not dispose of scrap resulting from production or testing under this contract without any Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(ii) For scrap from other than routine production, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the scope of the contractor's property management plan).

(iii) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(A) Is a classified item;
41. Alternate I (Aug 2010)
substitute the following for paragraph (h)(1) of the basic clause:
(For contracts other than cost reimbursement, labor hour, time and materials, and fixed price types, the following for paragraph (e)(3) of the basic clause:

(a) The personnel listed in Clause 39, Key Personnel, are considered essential to the work being
(b) The list of personnel may, with the consent of the contracting parties, be amended from time
to time during the course of the contract to add or delete personnel.

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

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.330) shall require or permit them to work over 40 hours in any workweek unless they are basic employees for each hour worked over 40 hours.

(b) Payroll records for unpaid wages and liquidated damages. The Laboratory Procurement Representative will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy any such liabilities, the Laboratory Procurement Representative will withhold payments from other funds available to it. The Labor Department of the United States may then proceed against any such Contractor or subcontractor for noncompliance.

43. WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010)

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended by the Buy American Act Certificate, No. 83214, and any other procurement laws, regulations, or Executive orders, the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

44. INTEGRITY OF UNIT PRICES (OCT 2010)

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

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs with the intent on a basis that is a fair and reasonable proportion to the items’ base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items that are not acceptable is not acceptable.

(b) Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

(c) Wherewith the Requesting by the Contractor, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(d) The Contractor shall provide a statement to this subsection of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 12; construction or architect-engineer services under FAR Part 31; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

45. BUY AMERICAN ACT – SUPPLIES (FEB 2009)

(a) Definitions. As used in this clause—

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

(i) Includes any item of supply (including construction material) that is-

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

(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;

(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.

(b) Costs of components means—

(1) Components purchased or received by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a tariff is levied on the importation of the component) for the component.

(2) Components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs, as described in paragraph (1) of this definition, plus allowable overhead costs, but excluding profit.

Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if—

(i) The cost of its components, produced, or manufactured in the United States exceeds 50 percent of the cost of its components; or components or materials of foreign origin of the same kind or class as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

The Contractor shall deliver only domestic end products excluding those that it is specifically prohibited from selling in the provision of the solicitation entitled “Buy American Act Certificate.”

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

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired to be used in the United States. In accordance with 41 U.S.C. 432, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12505(a)(1)).

(c) If the offeror is an entity that is required to compute the COTS item.

“Contract date” means the date set for bid opening or, if this is negotiated contract or a negotiated modification, the effective date of the solicitation.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of

“State” means any State, the District of Columbia, and agencies or authorities of States, the District of Columbia, or any political subdivision of any State, which the contractor is required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, administrative, or administrative action taking effect after the contract date. It does not include social security or other employment taxes.

“After-levied Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, administrative, or administrative action taking effect after the contract date.

“After-levied Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, administrative, or administrative action taking effect after the contract date.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of

“State” means any State, the District of Columbia, and agencies or authorities of States, the District of Columbia, or any political subdivision of any State, which the contractor is required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, administrative, or administrative action taking effect after the contract date. It does not include social security or other employment taxes.

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“State” means any State, the District of Columbia, and agencies or authorities of States, the District of Columbia, or any political subdivision of any State, which the contractor is required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, administrative, or administrative action taking effect after the contract date. It does not include social security or other employment taxes.
47. TERMINATION FOR CONVENIENCE OF THE LABORATORY (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Laboratory Procurement Official determines that a termination is in the Government's interest. The Laboratory Procurement Official shall terminate this contract if the contract is not in accordance with Subpart 49.0 of the Federal Acquisition Regulation or if the contractor fails to submit 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, if not already performed:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or supplies for the purpose of completing any work not terminated if the contractor fails to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (f), respectively, and failed to request a time extension in writing in arriving at the amount due the Contractor under this clause, there shall be deducted—
   (i) All unexpended advance or other payments to the Contractor under the terminated portion of this contract.
   (ii) Any claim which the Government has against the Contractor under this contract; and
   (iii) Any amount the Contractor is required to return to the Government under the terminated portion of this contract.
3. If the Contractor is the prime contractor, the Contractor shall file a proposal with the Laboratory Procurement Official for an equitable adjustment (the price(s)) of the continued portion of the contract. The Laboratory Procurement Official shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Laboratory Procurement Official.
4. The Contractor may, under the terms and conditions it prescribes, make partial payments and pay their share of any termination settlement to the Laboratory, and the Laboratory is entitled to recover any amounts so paid under the terms and conditions of this clause.
5. If the contractor fails to submit the proposal within the time allowed, the Laboratory may withhold from these amounts any sum the Laboratory determines to be recoverable from the contractor.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days before the effective date of termination, excluding items authorized for disposition by the Laboratory Procurement Official or the Laboratory's interest. The Laboratory Procurement Official will approve the termination settlement proposal. The Laboratory Procurement Official shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(d) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and discretion of the contractor, and if it appears that the contractor would have sustained a loss on the entire contract had it been completed.

(e) If the termination settlement proposal or request for equitable adjustment is submitted within the time allowed, and it is determined by the Laboratory Procurement Official that the contractor has specifically produced or acquired for that contract and not for another purpose, the contractor shall continue the work not terminated.

(f) If the contractor fails to submit the proposal within the time allowed, the Laboratory may withhold from these amounts any sum the Laboratory determines to be recoverable from the contractor.

(g) If, after termination, it is determined that the contractor was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had not been issued for the convenience of the Government.

(h) The rights and remedies of the Laboratory in this clause are in addition to any other rights and remedies provided for by law or agreement entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

48. DEFAULT (OCT 1999)

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

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
2. Make progress, so as to endanger performance of this contract (but see subparagraph (a)(3)(ii)(A), below);
3. Perform any of the other provisions of this contract (but see subparagraph (a)(3)(ii)(A), below).

(b) The Laboratory's right to terminate this contract under subdivisions (3)(i) and (3)(ii) above, may be exercised if the contractor does not cure such failure within 10 days (or such longer time as may be authorized by the Laboratory Procurement Official) after the notice from the Laboratory specifying the failure.

(c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and discretion of the contractor, and if it appears that the contractor would have sustained a loss on the entire contract had it been completed.

(d) The contractor may withhold from these amounts any sum the contractor determines to be recoverable from the contractor.

49. ANTI-KICKBACK PROCEDURES (OCT 2010)

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

(a) Definitions.

1. "Kickback," as used in this clause, means any money, fee, commission, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any person, firm, or commercial enterprise, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
2. "Commercial enterprise," as used in this clause, means any business association of any kind, trust, joint-stock company, or individual.
3. "Prime Contract" means a prime contract or any extension; "Subcontractor" as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract; or any extension to a prime contract or in connection with a subcontract relating to a prime contract; or any extension; "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or any extension or subcontract relating to a prime contract; or any extension; or any subcontract relating to a prime contract.

(b) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (c) The terminated or settlement subcontracts (excluding the amounts of such subcontracts); and (d) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (e) The terminated subcontracts (excluding the amounts of such subcontracts); (f) Termination settlement proposals; (g) A copy, certified in the manner specified in paragraph (g) of the clause, of any written request for an equitable adjustment submitted by the Contractor; (h) The rights and remedies of the Laboratory in this clause are in addition to any other rights and remedies provided for by law or agreement entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher-tier subcontractor.

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

(2) Prohibiting the award of any Federal contract, grant, or loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, an officer or employee of a Member of Congress in connection with any covered Federal action.

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

50. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(1) Payments shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds transfer, or any other payment method that is mutually acceptable to the Laboratory and the Contractor.

(2) The contractor shall not enter into any agreement with an agent, consultant, or contractor to preclude the contractor from having access to and from the owner of the cargo during the commercial item's transport.

(3) The Contractor shall comply with any Federal law prohibiting the award of any Federal contract, grant, or loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, an officer or employee of a Member of Congress in connection with any covered Federal action.

(4) The Contractor shall not enter into any agreement with an agent, consultant, or contractor to preclude the contractor from having access to and from the owner of the cargo during the commercial item's transport.

51. RESTRICTIONS ON SUBCONTRACTORS SALES TO THE GOVERNMENT (SEP 2006)

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient good--

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation of this paragraph.

52. PAYMENTS (FEB 2004)

(1) Providing prior to formal solicitation of any covered Federal action any

(2) Invoices shall specify the amount of the kickback and be submitted to Argonne National Laboratory, 9700 South Cass Avenue, Lemont, IL 60439.

(3) The Contractor shall agree to include the following clause in all subcontracts which exceed $150,000.

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

(2) Making any Federal grant.

(3) Making any Federal contract, grant, or loan.

(4) Making any Federal loan.

(5) Making any Federal grant.


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

"Influencing or attempting to influence" means, with the intent to influence, any communication to or argument about a covered Federal action with any person requesting or receiving that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

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

"Influencing or attempting to influence" means, with the intent to influence, any communication to or argument about a covered Federal action with any person requesting or receiving that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
57. (a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause—

(i) Applies To Contracts That Exceed $30,000 In Value

(ii) Applies To Contracts That Exceed $30,000 In Value

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

(1) The contractor shall comply with the requirements of “DOE Contractor Employee Protection 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.

(2) A copy of each subcontract disclosure form (but not certifications) shall be forwarded to the Contracting Officer within 30 days of all disclosures. Each subcontractor interaction shall be retained in the subcontract file of the awarding contractor.

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

58. COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As defined in this clause—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age, or

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

(b) The contractor shall provide copies of the Equal Opportunity clause to all employees, subcontractors, and their employees who have direct contractual relationships with the contractor.

(c) The contractor shall provide copies of the Equal Opportunity clause to all employees, subcontractors, and their employees who have direct contractual relationships with the contractor.

59. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(b) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(c) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(d) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(e) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(f) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(g) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(h) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(i) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(j) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(k) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(l) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(m) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(n) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(o) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(p) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(q) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(r) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(s) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(t) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(u) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(v) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(w) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(x) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(y) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.

(z) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. The contractor shall complete and submit a copy of the report to the contractor's adjudicating officer.
official, the adjudicating official’s decision and notification of any corrective action that the contractor may take and the subject’s written response (if any). All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either (on site for 30 days or less) or assigned (or more than 30 days) to a DOE site. A certified host must be available at each visit or assignment. Form ANL-593 should be submitted as far in advance as possible (a minimum of 45 days prior to a non-sensitive assignment, 7 days for a non-sensitive category visit or visit sensitive visit). For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or visit or sensitive visit, an advance notification must be submitted to the Laboratory for review and approval. The Laboratory reserves the right to conduct an inquiry or other investigation to determine whether an assignment or apparent instance of misconduct warrants an investigation. The contractor must coordinate remedial actions. Such action may include but are not limited to, correcting the research record and taking appropriate steps, notifying the appropriate persons, or other parameters on research. A finding of Research Misconduct is a determination, based on a preponderance of the evidence, that research misconduct has occurred. A finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community and that it is knowingly, intentionally, or recklessly committed. 

(1) Definition. “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.

(2) Does not include operating a motor vehicle with or without the motor running when one has fallen asleep, or the driver is engaged in an activity in which one can reasonably be 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.

(3) Vehicle Liability Insurance Coverage (AUG 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the Notice or in the Contract Documents cannot 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.

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

(a) Definition. As used in this clause—

“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.

(b) The contractor must incorporate into its written policies or into any other written communications, including email, the non-negotiable: Text messaging means reading or entering data into any handheld or other electronic device, including for the purpose of short message service texting, emailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a manner that does not deflect the driver’s attention from the roadway, or if the vehicle’s 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.

(c) Conducive to the contractor’s business, as such—

(1) Establishement of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,

(2) Education, awareness, and other outreach to employees about the safety risks associated with text messaging.
(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. 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.

68. 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:
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)
3. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
4. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.
5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [Use Form DOE F-1300.2 (05/2010)].
6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

69. 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, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners, hoisting, rigging, and lifting equipment, cranes, hoists, valves, pipe and fittings, electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
## 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>
</tr>
</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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<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>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
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- Hollow Triangle: Infasco (CA TW JP YU) (Greater than 1/2 inch dia)
- E: Daiei (JP)  UNY: Unylite (JP)

### 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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</tbody>
</table>

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

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

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

Headmarkings are usually raised – sometimes indented.

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

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

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