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

1. Displaced Employee Hiring Preference (Jun 1997) ................. 2
2. Covenant Against Contingent Fees (May 2014) .................. 2
3. Equal Opportunity (Apr 2015) ....................................... 2
4. Equal Opportunity For Workers With Disabilities (Jul 2014) .... 2
5. Employment Reports On Veterans (Feb 2016) ....................... 2
7. Notification Of Employee Rights Under Federal Labor Laws -
   Executive Order 13496: (Apr 2010) ................................ 3
   Relations Act (Dec 2010) ............................................... 3
10. Information Technology Acquisitions (March 2009) ............ 3
11. Security (Oct 2013) (Deviation) ....................................... 4
12. Classification/Declassification (Sep 1997) ............................ 4
13. Rights To Proposal Data (May 2001) ................................ 4
14. Environmental Protection (May 2001) ............................... 4
15. Energy Efficiency In Energy-Consumingproducts (Dec 2007) 5
18. Preference For U.S. – Flag Air Carriers (Feb 2006) ............... 5
19. Preference For Privately Owned U.S. – Flag Commercial Vessels
   (Jun 2003) .............................................................. 5
20. Applicable Law (Oct 1999) ........................................... 6
22. Providing Accelerated Payments To Small Business
   Subcontractors (Dec 2013) ............................................ 7
23. Notice To The Laboratory Of Labor Disputes (Oct 1999) ....... 7
24. Reports (Oct 1999) ..................................................... 7
25. Subcontractor Cost Or Pricing Data (Oct 2010) ................... 7
27. Price Reduction For Defective Certified Cost Or Pricing Data
   (Aug 2011) ............................................................ 7
28. Price Reduction For Defective Certified Cost Or Pricing Data–
   Modifications (Aug 2011) ............................................ 8
29. Changes—Fixed Price (Oct 1999) ..................................... 8
30. Extras (Oct 1999) ...................................................... 8
31. Responsibility For Supplies (Oct 1999) ............................. 8
32. Inspection Of Supplies–Fixed-Price (Oct 1999) .................... 8
34. Permits Or Licenses (Oct 1999) ....................................... 9
35. Contracts For Materials, Supplies, Articles, And Equipment
   Exceeding $15000 (May 2014) ..................................... 9
36. Warranty Of Services (May 2001) ................................... 9
37. Warranty Of Supplies (Oct 2015) ................................... 9
38. Assignment And Subcontracting (Oct 1999) ......................... 9
39. Subcontracts For Commercial Items (Feb 2016) .................. 9
40. Property (Jan 2013) .................................................... 9
41. Key Personnel (Dec 2000) ........................................... 10
42. Contract Work Hours And Safety Standards Act – Overtime
   Compensation (May 2014) ............................................ 10
43. Integrity Of Unit Prices (Oct 2010) ................................ 10
44. Buy American Act – Supplies (May 2014) ........................ 10
45. Federal, State, And Local Taxes (Apr 2003) ....................... 11
46. Termination For Convenience Of The Laboratory (Fixed-Price)
   (May 2004) .......................................................... 11
47. Default (Oct 1999) .................................................... 11
48. Anti-Kickback Procedures (May 2014) ............................. 12
49. Restriction On Certain Foreign Purchases (Jun 2008) ............ 12
50. Restrictions On Subcontractor Sales To The Government (Sep
    2006) ............................................................... 12
51. Payments (Feb 2004) ................................................ 12
52. Limitation On Payments To Influence Certain Federal
   Transactions (Oct 2010) ............................................ 12
53. Bankruptcy (Jul 1995) ................................................ 13
55. Whistleblower Protection For Contractor Employees (Dec 2000) 13
56. Contractor Employee Whistleblower Rights And Requirement To
   Inform Employees Of Whistleblower Rights (Apr 2014) ......... 13
57. Protecting The Government’s Interest When Subcontracting With
   Contractors Debarred, Suspended, Or Proposed For Debarment
   (Aug 2013) ............................................................ 13
59. Research Misconduct (Jul 2005) ..................................... 15
60. Laboratory Site Access And /Or Participation In Activities By
   Non-U.S. Nationals (Dec 2004) .................................... 15
61. Compliance With Export Control Laws And Regulations (Nov
    2015) ................................................................. 15
63. Export Control Information For Foreign Travel (Nov 2002) .... 16
64. Conflicts Of Documentation (May 2001) .......................... 16
65. Limitations Period (May 2001) ...................................... 16
67. Encouraging Contractor Policies To Ban Text Messaging While
   Driving (Aug 2011) ................................................ 16
68. Integration Clause (May 2001) ...................................... 16
69. Technical Standards Program (Feb 2011) .......................... 16
70. Suspect Counterfeit Parts (Dec 2007) .............................. 16
1. **DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**

(a) **Definition.** As used in this clause, "displaced 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, or (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and who is qualified for a position and is employed by a Department of Energy contractor or subcontractor with respect to work under its contract with the Department at the time the employment termination is available.

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

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

2. **COVENANT AGAINST CONTINGENT FEES (MAY 2014)**

(a) The Contractor or subcontractor shall have elected to use or sold to any person or agency for the negotiation, as a contingent fee, for a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or any other consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of selling, other than a sale by personal solicitation, every article or other commodity, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or any other consideration, or otherwise recover, the full amount of the contingent fee.

(c) "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.

(d) "Improper influence,” as used in this clause, means any influence that induces or tends to induce the Government employee or officer to give consideration, or to act regarding a Government contract on any basis other than the merits of the matter.

3. **EQUAL OPPORTUNITY (APR 2015)**

(a) **Definition.** As used in this clause, "gender identity" has the meaning given in the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/LGBTQ/GUI_FAQ.htm.

(b) "Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/LGBTQ/GUI_FAQ.htm.

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is now a nonexempt federal contractor, the Contractor shall submit an affirmative action plan to a Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/LGBTQ/GUI_FAQ.htm.

(2) The Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(c) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor shall post in conspicuous places accessible to employees, and applicants for employment the notice to be provided by the Contractor that explains this clause.

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

(e) The Contractor shall not discriminate against any employee or applicant of any race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability, or against any individual employed in the United States for the rejection of an offer of employment.

(1) As of the end of any pay period between July 1 and August 31 of the year the report is required, the Contractor shall issue its Veterans’ Employment Report to all employees and applicants for employment, and to any current employee or applicant for employment, within the United States who provided information (whether voluntarily or in response to the Contractor’s request) about their military service and/or disabilities.

(2) As of December 31, if the Contractor has prior written approval from the Equal Opportunity Commission to conduct an employment field survey, the Contractor shall notify the Equal Opportunity Commission at the same time it notifies employees and applicants for employment of this clause.

(3) In the event the Contractor is subject to the Secretary’s notice of a violation of this clause, the Contractor shall comply with the Secretary’s order, and shall submit a good faith certification that the Contractor has taken action to correct the violation.

(f) The number of new hires and minimum and maximum number of employees, during the most recent 12-month period preceding the ending date selected for the report, the Contractor shall act as specified by the Secretary to enforce the terms, including action for noncompliance.

4. **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(a) **General.** The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities in a manner that does not discriminate against any individual, and shall act to correct any adverse employment action that is known to the Contractor.

(b) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall be submitted to the Secretary. The Contractor shall act as specified by the Secretary to enforce the terms, including action for noncompliance.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate action may be taken under the rules, regulations, and other relevant orders of the Secretary issued pursuant to the Act.

5. **EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(a) **Definitions.** As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service median veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in FAR 21.501.

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

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

(2) The total number of new employees hired during the period covered by the report, and of total, the number of active duty wartime or campaign badge veterans, Armed Forces service median veterans, disabled veterans, and recently separated veterans.

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

(c) The Contractor shall submit its report to the Secretary along with the following information:

(1) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall contain the following information:

(a) The number of veterans reported must be based on data known to the contractor when filing the VETS-4212 Report at http://www.dol.gov/vets/vets4212.htm.

(b) The employment activity report must be filed with the Secretary not later than 90 days after the end date of the fiscal year.

(c) The employment activity report must meet the Secretary’s criteria for accuracy and completeness.

(d) The employment activity report must include data on the number of veterans reported.

(e) The employment activity report must include data on the number of veterans reported.

(f) The employment activity report must include data on the number of veterans reported.

(g) The employment activity report must include data on the number of veterans reported.

(h) The employment activity report must include data on the number of veterans reported.

(i) The employment activity report must include data on the number of veterans reported.

(j) The employment activity report must include data on the number of veterans reported.

(k) The employment activity report must include data on the number of veterans reported.

(l) The employment activity report must include data on the number of veterans reported.

(m) The employment activity report must include data on the number of veterans reported.

(n) The employment activity report must include data on the number of veterans reported.

(o) The employment activity report must include data on the number of veterans reported.

(p) The employment activity report must include data on the number of veterans reported.

(q) The employment activity report must include data on the number of veterans reported.

(r) The employment activity report must include data on the number of veterans reported.

(s) The employment activity report must include data on the number of veterans reported.

(t) The employment activity report must include data on the number of veterans reported.

(u) The employment activity report must include data on the number of veterans reported.

(v) The employment activity report must include data on the number of veterans reported.

(w) The employment activity report must include data on the number of veterans reported.

(x) The employment activity report must include data on the number of veterans reported.

(y) The employment activity report must include data on the number of veterans reported.

(z) The employment activity report must include data on the number of veterans reported.

{The employment activity report must include data on the number of veterans reported.}
6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

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

6. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—Any item of supply that is available to the general public through electronic search and purchase, and which is sold in substantial quantities in the commercial marketplace.

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101) sold in substantial quantities in the commercial marketplace, and

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

(f) The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
11. SECURITY (OCT 2013) (DEVIATION)

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, be responsible for protecting all information and all classified data (including documents, material and special nuclear material) which are in the Contractor's possession or control, and any classified information, special nuclear material, or other DOE property on which this contract is based. The Contractor shall, upon completion or termination of this contract, transmit to DOE any classified material or special nuclear material in the possession of any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified material is required after the completion or termination of the contract, the Contractor shall identify the items and document levels and categories and the reason for retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

Definition of Classified Information. The term Classified Information means that is Classified Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure or destruction under Executive Order 12958, Classified National Security Information, or National Security Decision Directive 29, Federal Register, Vol. 51, No. 165, September 25, 1986, or any successor executive order, which is identified as National Security Information.

Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional arms control organizations as the Restricted Data.

Definition of National Security Information. The term "National Security Information" means that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that originally classified its classification in a written documentary form.

Definition of Special Nuclear Material. The term "special nuclear material" means: (1) plutonium or uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. section 2011 as amended, of the Atomic Energy Act of 1954, can be used to create a nuclear explosive device; (2) any material artificially enriched by any of the foregoing, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
15. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—
(1) "Energy-efficient product" means—
(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
(ii) Meets the Energy Star program criteria for energy-consuming system designed or procured for combat or combat-related missions (42 U.S.C. 8259).
(b) The Contractor shall ensure that energy-consuming products are energy efficient products (e.g., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are—
(1) Delivered by the Contractor; or
(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility.
(c) The Contractor shall ensure that energy-consuming products are energy efficient products unless—
(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
(2) Otherwise approved in writing by the Contracting Officer.

16. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Applies to contracts exceeding $10,000, including all options)

(A) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11023(a) and (g)), and section 6007 of the Pollution Prevention Act of 1990 (PPA 42 U.S.C. 13106). The facility subject to this Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
(B) A Contractor-owned or -operated facility used in the performance of this contract is exempt from Form R requirement to file an inventory if the Contractor in good faith determines that the Contractor is not responsible for the release of any toxic chemicals.
(C) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers if a U.S.-flag air carrier is available to provide such services.

18. PREFERENCE FOR U.S. FLAG AIR CARRIERS (FEB 2006)

(a) Definitions. As used in this clause—
(1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between places both of which are outside the United States.
(2) "United States" means the 50 States, the District of Columbia, and outlying areas.
(3) "U.S.-flag air carrier" means an air carrier that is certified under 46 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118)(Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States to audit in the manner prescribed in the Fly America Act, to determine the necessity for foreign-flag air transportation, to dealow expenditures from funds, appropriated or otherwise established for the account of any Federal agency, for international air transportation secured abroad a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
(c) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property.

(e) 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 explicitly stating—
(1) The [State reasons];
(2) The contractors bills of lading shall be submitted through the Prime Contractor.
(3) The Contractor shall furnish these bills of lading copies—
(i) within 20 working days of the departure date for shipments originating in the United States;
(ii) within 30 working days of the departure date for shipments originating outside the United States.

E. STATEMENT OF UNAVAILABILITY 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):

[FEMP; or

(d) The Contractor shall notify the Laboratory Procurement Representative, and
(2) The Laboratory Procurement Representative shall notify the Office of Cargo Preference when a contractor submits a bill of lading for a shipment at a foreign port.

17. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract, of items containing—
(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or
(2) Other radioactive material not requiring specific licensing if the maximum activity in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.02 microcuries.

Drawer shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 0900-0107).

*The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of the item or delivery of the servicing required to assure that licensing data are obtained and appropriate personnel are notified to institute any necessary safety and security procedures. See FAR 52.223-4.
(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor shall, at least 30 days prior to the delivery of an item or servicing, may request that the Laboratory Procurement Representative waive the notice requirement in paragraph (a) of this clause. Any such request shall—
(1) Be submitted at least 20 days prior to delivery; and
(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed;
(3) Be the same number on which the prior notification was submitted and the contractor to which it was submitted.
(c) All items, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.02 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Contractor in a marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
This clause does not apply to small business concerns.

(a) Definitions: As used in this clause-
   (1) "Small Business Concern" means a concern that is independently owned and operated and is not dominant in its field of operation by individuals who represent a significant economic interest in, and who manage and operate, the concern, and which is not a large business,
       (2) "Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including a section of the Koniag, Inc. as defined by the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1626(e)(1)) as eligible for services from the Bureau of Indian Affairs in accordance with paragraph 43.603(e) of this part
   (3) "Individual Subcontract Report (ISR)" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that subcontracting plans incurred for common or joint purposes may be allocated on a prorated basis to the contract.
   (4) "Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into vendor-owned small business.
   (5) "Commercial plan" means a subcontracting plan that covers the entire production of commercial items sold by the offeror or a portion of the production sold by the offeror. The Commercial plan shall make the offeror ineligible for award of a contract.
   (6) "Special plan" means a subcontracting plan that complies with the requirements of this clause.

(b) Offeror's subcontracting plan:

(1) A description of the method used to develop the subcontracting goals in paragraph (g)(2) of this clause.
(2) A statement of-
   (i) Total dollars planned to be subcontracted for an individual contract plan; or the total value of the subcontract.
   (ii) Records of any outreach efforts to contact small business concerns in all "make-or-buy" decisions.
   (iii) Some one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
   (iv) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating-

   (A) Whether small business concerns were solicited and, if not, why not;
   (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
   (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
   (D) Whether HUBZone small business concerns were solicited and, if not, why not;
   (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
   (F) Whether women-owned small business concerns were solicited and, if not, why not; and
   (G) If applicable, the reason award was not made to a small business concern.
(3) A statement of-
   (i) 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 projected subcontract awards to small business concerns.
   (ii) A description of the types of recordkeeping that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishment of an internal audit program, efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, and for NASA only, efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
   (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
   (ii) 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.
   (3) A description of the types of planned subcontracting opportunities that will be explored, including-

   (i) Small business concerns;
   (ii) Service-disabled veteran-owned small business concerns;
   (iii) HUBZone small business concerns;
   (iv) Small disadvantaged, veteran-owned small business concerns;
   (v) Women-owned small business concerns.
   (iv) 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.
(10) Assurances that the offeror will-
   (i) Cooperate in any studies or surveys as may be required;
   (ii) Submit periodic reports so that the Government can determine the extent of compliance with the offeror's subcontracting plan;
   (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (i) of this clause using the Electronic Subcontract Reporting System (eSRS) at http://www.esrs.gov.

(c) The offeror's subcontracting plan shall be-

(1) A description of the ways the offeror will promote subcontracting opportunities for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
(2) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the appropriate level of indirect costs to be incurred:
   (i) Small business concerns (including ANC and Indian tribes);
   (ii) Service-disabled veteran-owned small business concerns;
   (iii) HUBZone small business concerns;
   (iv) Small disadvantaged, veteran-owned small business concerns (including ANC and Indian tribes); and
   (v) Women-owned small business concerns.
(3) 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.
(4) 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 (including ANCs and Indian tribes) that receive subcontracts in excess of $700,000 ($1.5 million for NASA only) will be encouraged to adopt a subcontracting plan that complies with the requirements of this clause.
(5) Assurances that the offeror will-
   (i) Cooperate in any studies or surveys as may be required;
   (ii) Submit periodic reports so that the Government can determine the extent of compliance with the offeror's subcontracting plan;
   (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (i) of this clause using the Electronic Subcontract Reporting System (eSRS) at http://www.esrs.gov.

The offeror will-

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

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.

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

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

(ii) Reports submitted under a commercial plan-

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

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Data; or

(2) The report may be submitted on a corporate, company or subdivision basis, unless otherwise directed by the agency.

(a) Until the date of agreement on price or the date of award, whichever is later.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 430.4-3, on the date of agreement on price or the date of award, whichever is later, or when the noncompliance involves a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 430.4-3, the Government may require the subcontract in the form described in FAR 430.6-2 to be submitted with the contract.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the date of award, whichever is later.

(d) The Contractor shall insert the substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for FAR 430.4-3, when entering into, the Contractor shall insert either—

(i) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Data; or

(ii) The authority to certify in substantially the form prescribed in FAR 430.6-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the date of award, whichever is later.

(1) The substance of this clause, including this paragraph (c), in each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 430.4-3, on the date of agreement on price or the date of award, whichever is later, or when the noncompliance involves a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 430.4-3, the Government may require the subcontract in the form described in FAR 430.6-2 to be submitted with the contract.

(2) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 430.6-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the date of award, whichever is later.

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the contract, unless an exception under FAR 15.403-4 applies.

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

(c) The Contractor shall immediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

25. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

The report shall include all subcontract awards under the commercial plan, including evidence of its approval, to the Contracting Officer, and-

(i) The authority to certify in substantially the form prescribed in FAR 430.6-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the date of award, whichever is later.

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 430.4-3, on the date of agreement on price or the date of award, whichever is later, or when the noncompliance involves a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 430.4-3, the Government may require the subcontract in the form described in FAR 430.6-2 to be submitted with the contract.

(2) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 430.6-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the date of award, whichever is later.

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

The contractor shall furnish immediate reports to the Laboratory from time to time requested, in such form and number as may be required by the Laboratory, summarizing activities under the contract, for any period reported by the Laboratory. All reports delivered to the Laboratory under this contract shall contain a statement page which will identify the persons preparing the report and the persons approving the report.
(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as defenses:
   (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and there was no agreement about the price of each item procured under the contract.
   (ii) The Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
   (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
   (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, in an amount not determined consistent with the Contracting Officer based upon the facts that would be allowed against the amount of a contract price reduction—
   (A) The Contractor or subcontractor that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
   (B) The Contractor proves that the certified or priced data were available before the 'as of' date specified on its Certificate of Current Cost or Pricing Data, or

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount as a result of defective certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, (2) any of these parties furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or

28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to be in excess of $50,000. Paragraph (b) of this clause may be modified in accordance with the provisions of FAR 35.403-4, except that this clause does not apply to any modification if an exception under FAR 35.403-4 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any price reimbursable under this contract, was increased by any significant amount as a result of defective certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) any of these parties furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or

29. CHANGES—FIXED PRICE (OCT 1998)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice or opportunity to quote, and without regard to the scope of the contract in any one or more of the following:

(b) (i) Delivery of the supplies to a carrier, if transportation is f.o.b. origin.

(c) (1) When supplies are not ready at the time specified by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test, including the cost of any corrective action taken when the supplies are found to be defective.

28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to be in excess of $50,000. Paragraph (b) of this clause may be modified in accordance with the provisions of FAR 35.403-4, except that this clause does not apply to any modification if an exception under FAR 35.403-4 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount as a result of defective certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, (2) any of these parties furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or

29. CHANGES—FIXED PRICE (OCT 1998)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice or opportunity to quote, and without regard to the scope of the contract in any one or more of the following:

(b) (i) Delivery of the supplies to a carrier, if transportation is f.o.b. origin.

(c) (1) When supplies are not ready at the time specified by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test, including the cost of any corrective action taken when the supplies are found to be defective.

28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to be in excess of $50,000. Paragraph (b) of this clause may be modified in accordance with the provisions of FAR 35.403-4, except that this clause does not apply to any modification if an exception under FAR 35.403-4 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount as a result of defective certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, (2) any of these parties furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or

29. CHANGES—FIXED PRICE (OCT 1998)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice or opportunity to quote, and without regard to the scope of the contract in any one or more of the following:

(b) (i) Delivery of the supplies to a carrier, if transportation is f.o.b. origin.

(c) (1) When supplies are not ready at the time specified by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test, including the cost of any corrective action taken when the supplies are found to be defective.

28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to be in excess of $50,000. Paragraph (b) of this clause may be modified in accordance with the provisions of FAR 35.403-4, except that this clause does not apply to any modification if an exception under FAR 35.403-4 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount as a result of defective certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, (2) any of these parties furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or

29. CHANGES—FIXED PRICE (OCT 1998)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice or opportunity to quote, and without regard to the scope of the contract in any one or more of the following:

(b) (i) Delivery of the supplies to a carrier, if transportation is f.o.b. origin.

(c) (1) When supplies are not ready at the time specified by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test, including the cost of any corrective action taken when the supplies are found to be defective.
33. INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)
(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Laboratory shall perform an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection performed by the Contractor shall be made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Contractor has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner which will not unduly delay the performance of the contract.
(d) If the Government performs inspections or tests on the premises of the Contractor or a supplier, the Contractor shall furnish, and shall subcontractors to furnish, at no increase in contract price, all necessary personnel or facilities for the safe and convenient performance of said inspections or tests.
(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, or to take the necessary action to ensure future performance in conformity with contract requirements; the Government may—
(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Compensate the contractor the reduced value of the services performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Contractor may—
(i) By contract or otherwise, perform the services and charge to the Contractor any cost or expenses incurred by the Government that is directly related to the performance of such service; or
(ii) Terminate the contract for default.
34. PERMITS OR LICENSES (OCT 1999)
Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.
35. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $5000 (MAY 2014)
Except as otherwise may be approved, in writing, by the Laboratory Procurement Official, the Contractor shall not insert any procurement of commercial items in any subcontract under this contract.
If this contract provides 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-Healy Act, except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.
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 Government entity, responsibility for the correct performance of the contract or complete performance of the contract.
(b) The Laboratory and any authorized representative of the Laboratory may accept services rendered under this contract without inspecting the services directly, provided that at the request of the Contractor, the Laboratory may provide written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance 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 the Contractor is required to correct or rework, it shall be at no cost to the Laboratory, and the resulting correction or rework, in the judgment of the Laboratory, shall be completed within a reasonable time. If the Contractor fails to repair or rework, or if the repair or rework is not satisfactory, the Laboratory may perform the correction or rework, and charge the Contractor the cost occasioned to the Laboratory.
(d) If the contractor is required to correct or rework, it shall be at no cost to the Laboratory, and the resulting correction or rework, in the judgment of the Laboratory, shall be completed within a reasonable time. If the Contractor fails to repair or rework, or if the repair or rework is not satisfactory, the Laboratory may perform the correction or rework, and charge the Contractor the cost occasioned to the Laboratory.
(e) If the repair or rework is satisfactory, the Laboratory shall identify its liability thereunder.
37. WARRANTY OF SUPPLIES (OCT 2015)
The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. The contractor shall inspect and accept or reject the supplies and shall not release the contractor from responsibility, nor impose liability on the contractor, for nonconforming supplies.
(a) Inspection. The Government shall not inspect and test all items and services provided by the Contractor, and the Laboratory shall not inspect and test all items and services provided by the Contractor, except as otherwise directed by the Laboratory, for nonconforming supplies.
(b) If the Contractor does not deliver the items according to the Government’s direction, the Government shall have the right to accept or reject the items and shall not release the contractor from responsibility, nor impose liability on the contractor, for nonconforming supplies.
(c) If the Government does not deliver the items according to the Contractor’s direction, the Government shall have the right to accept or reject the items and shall not release the contractor from responsibility, nor impose liability on the contractor, for nonconforming supplies.
(d) If the Government does not deliver the items according to the Contractor’s direction, the Government shall have the right to accept or reject the items and shall not release the contractor from responsibility, nor impose liability on the contractor, for nonconforming supplies.
(e) If the Government does not deliver the items according to the Contractor’s direction, the Government shall have the right to accept or reject the items and shall not release the contractor from responsibility, nor impose liability on the contractor, for nonconforming supplies.
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 Laboratory may assign this contract or any of its interests to the Government or its designee.
(b) The contractor shall not subcontract any portion of the work hereunder without 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 (FEB 2016)
(a) Definitions. As used in this clause—
"Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101.
"Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, items designated as conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, when the contract requires the specification or delivery of energy consuming products for use in equipment. The guide to these products is available on the Internet at: http://energy.gov/eere/pdfs/2013/Economics_FEMP_Energy_Requirements.pdf.
account to the Government, as the Laboratory Procurement Official may direct. Upon completion of the work or the termination of this contract, the Contractor shall render an accounting, as prescribed by the Laboratory Procurement Official, of all government property which had come into the possession or custody of the Contractor under this contract.

Protection of government—management property—high-risk property and classified materials.

(1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Laboratory Procurement Official, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property on the Contractor's premises or custody.

(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and administered in accordance with sound business practice, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage, or theft or unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, or specially handled and prepared property, including property on the militarily critical technologies list.

(4) A separate and complete major model, alteration, or repair operation in connection with performance of this contract;

(5) A separate and discrete major task or operation in connection with the performance of this contract.

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

41. KEY PERSONNEL (DEC 2000)

a. The personnel listed in Clause, Key Personnel, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall:

1. Notify the Laboratory Procurement Official reasonably in advance;
2. Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract;
3. Obtain the Laboratory Procurement Official's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team necessary to fulfill its obligation to maintain standards of security and classification of the property, the Contractor may remove or suspend such person at once, although the Contractor must notify Laboratory Procurement Official prior to or concurrently with such action.

b. A list of personnel in the management team and/or key subcontractors, 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 (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.330) shall require or permit them to work for more than 40 hours per week unless they are paid at least 1 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each Calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. Chapter 37).

(c) Withdrawal of payments due to the Government, in the event of nonpayment of wages due to subcontractors. If, after an initial review of the facts, the Laboratory Procurement Official informs the Contractor that there is reason to believe the loss, destruction, or damage to government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the Contractor to show that the loss, destruction, or damage to the government property was caused by the action prejudicial to the right of the Government to recover therefore, and shall furnish account to the Government, as the Laboratory Procurement Official may direct. Upon accounting, as prescribed by the Laboratory Procurement Official, of all government property on the militarily critical technologies list.

43. 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 within the category of a base price and a variable price. The base price shall be comprised of the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that does not yield a base price of zero for new items or a variable price adjusted only on line items is not acceptable except when there is little or no variance in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those line items that will not contribute to the variable price.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontractors for other than acquisitions at or below the simplified acquisition threshold in Federal Acquisition Regulation (FAR) Part 12 and any other contract or subcontract under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

44. BUY AMERICAN ACT—SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

(1) Commercially available off-the-shelf (COTS) item—

(A) Any item of supplies (including construction material) that is—
(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) An item that is similar to an item in the Schedule of the contracts held by the Government in the commercial marketplace;

(B) Offered to the Government, under a contract or subcontract at any tier, without restrictions that make the item noncompetitive.

(2) Cost of components means—

(A) The cost of components as defined by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not transportation costs are paid by the Contractor or subcontractor), and any applicable duty (whether or not a duty-free entry certificate is issued);

(B) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including any costs described in paragraph (1) of this definition, plus allowable overhead costs, but excluding profit. The contractor does not include any costs associated with the manufacture of the end product.

(3) Domestic end product means—

(i) An end product which is a product mined or produced in the United States;

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

(A) The cost of its components, mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin 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. Scrap furnished to the Government.

5. Any claims which the Government has against the Contractor under this contract, and any other claims against the Contractor, for any saving of freight and other charges.

6. Unless otherwise provided in the provisions of this contract for the determination of the contractor's costs and expenses under this contract. The Contractor shall make those records and documents available to the Government, at the Contractor's office, at all reasonable times, without any claim against the contractor for any saving of freight and other charges, for any saving of freight and other charges.

7. Unless otherwise provided in the provisions of this contract for the determination of the contractor's costs and expenses under this contract. The Contractor shall make those records and documents available to the Government, at the Contractor's office, at all reasonable times, without any claim against the contractor for any saving of freight and other charges.
51. PAYMENTS (FEB 2004)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the destination specified in the contract or to any other location approved by the Laboratory. Payment of invoices may be made by check, electronic funds transfer, or by credit card, as mutually agreed.

(b) Unless otherwise stated, any payment due to the Laboratory shall be made in U.S. dollars, payable to the order of the Laboratory.

(c) Payment shall be made to the Laboratory in accordance with the contract terms and conditions.

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

This clause applies to all subcontracts that exceed $50,000.

(a) Definitions. "Influencing," as used in this clause—

(1) "Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 1.001.

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

(A) Authorizing any Federal contract

(B) Making any Federal grant.

(C) Making any Federal loan.

(D) Entering into any cooperative agreement.

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

(F) "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.

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

(4) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public entity, a special district, a non-profit corporation, a public utility, a public authority, a joint public authority, a self-governing organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

(5) "Reasonable compensation" means, with respect to a regularly employed officer or employee of a tribe or tribal organization, any compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished, to be furnished, or furnished in cooperation with the Federal Government.

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

(b) Activities prohibited. "Reasonable compensation" means, with respect to a regularly employed officer or employee of a tribe or tribal organization, the normal compensation, as determined by the Secretary of the Interior in consultation with the tribe or organization, for the performance of services in connection with a Federal action.

53. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

APPLICABLE TO CONTRACTS WHICH EXCEED $100,000

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) sold or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from agreements with subcontractors that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being required to pay more for such items than if the Government purchased directly from the manufacturer.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.
54. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

(i) "Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(ii) "Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, is found at www.dol.gov/ofccp/LGBT/GLBT_FAQs.html.

(b) In addition to the prohibitions in paragraphs (a)(i) and (ii) of this clause, "sexual orientation" includes separate or single-user rest rooms or necessary dressing or sleeping areas provided as a condition for receiving that Federal action; the term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

55. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) This contract and employees working on this contract will be subject to the whistleblower protections of the Protection and Accountability for Contractor Employees Act of 2002, Public Law 107-304 (Pub. L. 107-304), 31 U.S.C. 1352 (as amended by Pub. L. 109-384). Contractors shall not take deliberate action to prevent their employees from reporting unlawful or improper acts.

(b) The contractor shall not take, or allow any of its contractors or subcontractors to take, an adverse action against any individual for disclosing a reasonable belief that such individual is a complainant or has filed a complaint under this clause.

(c) The provisions of this clause shall apply to any individual who is an employee of the contractor, or is an employee of any contractor or subcontractor of the contractor, and who, with the intent to report an illegal, violative, or improprietary act, communicates such information to an appropriate Federal or state agency.

(d) The contractor shall be liable for any such adverse action.

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

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

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

57. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

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

(i) Means any item of supply (including construction materials) that is—

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and products from the processing of agricultural products;

(b) The contractor shall not offer, or have 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;

(c) Does not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and products from the processing of agricultural products;

58. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause—

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

(ii) "Coercion" means—

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

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

(3) The threat or use of the abuse of the legal system;

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

(1) Any item of supply (including construction materials) that is—

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

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

(b) Does not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and products from the processing of agricultural products;

(c) "Commercial sex act" means any sex act on account of which any value is given to or promised to the person performing the sex act.

(d) "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor or any person over whom the debtor has any control, of the debtor’s personal security or that of a person over whom the debtor has any control, as a condition of obtaining or maintaining employment or credit, on the understanding that if the debt is not paid, the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

53. BANKRUPTCY (JUL 1996)
"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-(A) By threats of serious harm to, or physical restraint against, that person or another person;

(B) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, or that person or another person would suffer serious harm or physical restraint; or

(C) By means of the absolute or threatened illegal arrest or imprisonment.

"Involuntary servitude" includes a condition of servitude induced by means of-(A) Any scheme, plan, or pattern intended to cause the person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(B) The absolute or threatened illegal arrest or imprisonment.

"Severe forms of trafficking in persons" means-(A) Sex trafficking in which the 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

(B) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

Subcontractor means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

(b) Policy.

The United States Government has adopted a policy of prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall-(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

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

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

(A) 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

(B) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(4) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the employee, the basic information or making a material misrepresentation to the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs; or

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

(6) Charge employees recruitment, interest, or similar costs;

(7) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment;

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

(ii) For an employee who is not a national of the United States and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States).

(8) Require the Contractor to terminate a subcontract;

(9) Requiring the Contractor to provide return transportation or pay for the cost of return transportation;

(10) Require the Contractor to terminate any portion of the prime contract or subcontract;

(11) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-(A) Is for supplies, other than commercial off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(12) The Contractor shall maintain a compliance plan during the performance of the contract that-(A) May be used to help plan and manage the contractor's efforts related to compliance with this clause; and

(B) Shall describe the nature and extent of an offense and the individuals responsible for the conduct;

(c) Penalties. The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney-client privilege;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including an attorney, to waive his or her attorney client privilege or Fifth Amendment rights;

(iii) Restrict the Contractor from-(A) Conducting an internal investigation;

(iv) Disclosing or exchanging any information that may otherwise be privileged or protected information to government officials;

(v) Requiring the Contractor to disclose any information that may otherwise be privileged or protected information to government officials; and

(vi) Proscribing any alleged violations.

(d) Compliance plan.

This paragraph (h) applies to any portion of the contract that-(i) Is for supplies, other than commercial off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall submit a compliance plan to each worker in writing.

(3) The Contractor shall identify at paragraph (b) of this clause and to monitor, detect, and terminate any agents, employees, subcontractors, or subcontractor employees that have engaged in such activities.

(4) Posting.

The Contractor shall post the relevant contents of the compliance plan, no later than the inception of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site. If a foreign website is to be used, the Web site must be in the language of the host country, or in English if the site is not in the English language. The Contractor shall provide the relevant contents of the compliance plan to any agent, subcontractor, subcontractor employee, or other entity engaged in activities that may be subject to applicable host-country legal requirements or regulations.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) The Contractor has been determined by the Contracting Officer to have engaged in compliance related to trafficking in persons;

(ii) The Contractor has a written plan to perform any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontractor or subcontractor employee engaging in prohibited activities.

(6) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), (f), (h), or (i) of this clause may result in-(i) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(ii) Requiring the Contractor to terminate a subcontract;

(iii) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(iv) Loss of award fee, consistent with the award fee plan, for the performance period in which the contractor determined it has violated this clause;

(v) Declining to exercise available options under the contract;

(vi) Termination of the contract for default or cause, in accordance with the termination procedures in paragraph (b)(7) of the clause;

(vii) Suspension or debarment.

(7) Merging and aggregating actions. When determining remedies, the Contracting Officer may consider the following-

(i) Merging factors. The Contractor had a Trafficking in Persons compliance plan or an agreement with the Government that involves the use of force or force of law, and has taken appropriate remedial actions for the violation, that may include repatriation to the contractor.

(ii) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(8) Full cooperation.

The Contractor shall, at a minimum-(i) Disclose or exchange any Contractor General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors and investigators;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to the Government, other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78) E.O. 13607, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of force or force of law;

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and maintain the identities and whereabouts of the employees from cooperating fully with Government authorities.

(9) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney-client privilege;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including an attorney, to waive his or her attorney client privilege or Fifth Amendment rights;

(iii) Restrict the Contractor from-(A) Conducting an internal investigation;

(iv) Disclosing or exchanging any information that may otherwise be privileged or protected information to government officials;

(v) Requiring the Contractor to disclose any information that may otherwise be privileged or protected information to government officials; or

(vi) Proscribing any alleged violations.
59. RESEARCH MISCONDUCT (JUL 2005)

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

(b) Unless otherwise notified by the Laboratory, all inquiries and investigations into allegations of research misconduct shall be conducted in an objective, impartial, and timely manner. The Laboratory’s policy is to act to prevent research misconduct, to promptly investigate allegations of research misconduct, and to take appropriate corrective action.

(c) The Laboratory shall conduct all research misconduct investigations in good faith and in accordance with the requirements of this clause. The contractor shall cooperate fully with the Laboratory in the performance of any research misconduct investigation. The contractor shall provide the Laboratory with all necessary information and documentation, as required, to complete the research misconduct investigation.

(d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory shall cooperate and coordinate to ensure that research misconduct is detected, investigated, and reported in accordance with this clause.

(e) The Laboratory reserves the right to pursue such remedies and other actions as it deems necessary to correct research misconduct.

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

Site Access

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assignees (visiting for more than 30 days and whose employment is assigned to the Laboratory). Each request must be assigned to a specific area of the Laboratory, and must be sponsored by a Laboratory employee. The Laboratory must maintain a complete record of all site access requests.

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assignees (visiting for more than 30 days and whose employment is assigned to the Laboratory). Each request must be assigned to a specific area of the Laboratory, and must be sponsored by a Laboratory employee. The Laboratory must maintain a complete record of all site access requests.

WEB ACCESS: The contractor shall provide the Laboratory with all necessary information and documentation, as required, to complete the research misconduct investigation.

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

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

(b) The Contractor’s responsibility to comply with all applicable laws and regulations exists independent of, and is not established or limited by, the information provided by this clause.

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

(1) The Atomic Energy Act of 1954, as amended;
(2) The Arms Export Control Act (22 U.S.C. 2751 et seq.);
(4) Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);
(5) Assistance to Foreign Atomic Energy Activities (10 CFR part 810);
(6) Export and import of Nuclear Equipment and Material (10 CFR part 110);
(7) International Traffic in Arms Regulations (22 CFR parts 120 through 130);
(8) Export Administration Regulations (15 CFR parts 730 through 774);
(9) Regulations administered by the Office of Foreign Assets Control (31 CFR parts 500 through 598).

In addition to the Federal laws and regulations cited above, National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Related Information to Foreign Persons, as it may be amended; the products of fundamental research shall remain unrestricted. NSDD 189 provides that no restrictions may be placed upon the conduct or reporting of federally funded fundamental research that has not received national security classification, except as provided in applicable U.S. statutes. As a result, contracts confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities.

NSDD 189 does not take precedence over statutes. NSDD 189 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended; the Arms Export Control Act; the Export Administration Act of 1979, as amended; or the U.S. International Emergency Economic Powers Act; or the regulations that implement those statutes (e.g., the EAR, the EAR, 10 CFR part 10 and 10 CFR part 810). Thus, if some commodities, software, or technologies that are classified maximum extent possible, the export control laws or regulations used to conduct research or are generated as part of the research efforts, the export control laws and regulations apply to the controlled items.

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

62. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export controls. The contractor agrees to comply with all applicable U.S. export controls and to obtain any license or other required documentation necessary to export or re-export the data, information, or items, as required.

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export controls. The contractor agrees to comply with all applicable U.S. export controls and to obtain any license or other required documentation necessary to export or re-export the data, information, or items, as required.

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export controls. The contractor agrees to comply with all applicable U.S. export controls and to obtain any license or other required documentation necessary to export or re-export the data, information, or items, as required.
63. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)

The United States is committed to encouraging technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is excepted from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls.

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

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

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.

64. CONFLICTS OF DOCUMENTATION (MAY 2001)

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

65. LIMITATIONS PERIOD (MAY 2001)

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

66. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized by the contractor during the course of work under this contract, contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

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

(a) Definitions. As used in this clause—

"Driving"—

(1) 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 pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

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

(b) This clause implements Executive Order 13553, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

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

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

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

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

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

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

68. 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.

69. 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 DOE Technical Standards (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, 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 1302.2 (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.

70. 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; hosts; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated and fabricated items; and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
Suspect/Counterfeit Bolt Headmark List

Any bolt on this list should be treated as defective without further testing.

All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers' headmarks:

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt="MARK" /></td>
<td><img src="image" alt="MARK" /></td>
</tr>
</tbody>
</table>

Grade 5 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW*)</td>
</tr>
</tbody>
</table>

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

Grade 8 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sisybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>(Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
</tbody>
</table>

Grade 8.2 fastener with the following headmark:

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

Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

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

Headmarkings are usually raised – sometimes indented.

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