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

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1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

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

(b) Definitions. "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 (except if terminated for cause), (2) who has not 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 (3) who is qualified for recall with the Department of Energy, or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

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

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

2. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

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

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

(c) "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the control of the contractor as to the manner and method of performing the services, who has the authority and discretion to control the details and means of performing the services.

(d) The Contractor shall provide information necessary to determine the applicability of this clause.

(e) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to ensure the contractor's compliance with Federal laws and regulations that implement the Executive Order.

3. EQUAL OPPORTUNITY (MAR 2007)

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

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has performed non-exempt Federal contracts or subcontract contracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employers 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 report the above items by completing the Form VETS-100A, entitled "Employer Report of Total Exempt Subcontractor Expenditures," and submit the report to the Department of Labor, Office of Federal Contract Compliance Programs, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(d) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect any company, books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(e) The OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(f) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that subcontractors and vendors are similarly obligated.

(g) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including, but not limited to, (1) the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any action, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(h) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-11.

4. EMPLOYMENT REPORTS VETERANS (JUL 2014)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "active duty wartime or campaign badge veteran," and "recently separated veteran," have the meanings given in FAR 22.1002.

(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 in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;

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

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

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

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

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall report new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the end date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due or;

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

5. EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given in FAR 22.1002.

(b) The Contractor shall abide by the requirements of the equal opportunity clause at 40 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in this clause may be made as shall be appropriate to identify properly the parties and their undertakings.

6. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13498 (APR 2010)

(AAPLOY). CONTRACTS EQUAL TO OR GREATER THAN $10,000.00)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), 29 U.S.C. 141 et seq., and the Fair Labor Standards Act (FLSA), 29 U.S.C. 201 et seq., and any contract awarding the contractor. The contractor shall provide a notice to the employees which includes any contract awarding the contractor. The contractor shall provide a notice to the employees which contains a copy of the NLRA Notice to Employees (www.nlrb.gov), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA are employed, including all places where notices to employees are customarily posted both physically and electronically.
7. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

Applies To Contracts That Exceed $10,000 In Value

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(b) and (c).

(b) The text of this employee notice shall be conveniently available to employees and shall be furnished to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

(c) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, 200 Constitution Avenue, N.W., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(d) Provided by the Federal contracting agency if requested;

(e) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EL13496.htm; or

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

The required text of the employee notice referred to in this clause is located at Appendix A, 29 CFR Part 471.

The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

Subcontracts.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in any subcontract, as defined in paragraph (2) of this clause, that it enters into with any subcontractor, whether that subcontractor will be performed wholly or in part in the United States, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 20, 2009, so that this paragraph shall be a condition subsequent on each subcontract.

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

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

6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

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

(Meaning any item of supply that is-

(1) A commercial item (as defined in paragraph (1) of the definition at 29.101);

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

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

(4) Does not include bulk cargo, as defined in 46 U.S.C. 40121(k), such as agricultural products and petroleum products. Per 46 CFR 525.1(c), “bulk cargo” means that is loaded and carried in bulk on board ship without mark or count, in a loose, unwrapped, or unsheltered form, having hazardous material characteristics. Bulk cargo includes cargoes loaded into intermodal equipment, except LASH or Seabee barge, is subject to mark and count and, therefore, ceases to be bulk cargo.

(5) Employed as assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is working in the United States, under a contract that is required to include the clause prescribed at 29.1003. An employee is not considered to be directly performing work under a contract if the employee—

(1) Is enrolled as a Federal Contractor in the E-Verify program within 30 calendar days of the employee’s assignment to the contract, or

(2) Is employed as a Federal Contractor in the E-Verify program within 30 calendar days of the date of hire or

within 30 calendar days of the employee’s assignment to the contract, whichever date is later.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all employees assigned to the contract, within 3 business days after the date of hire; and

(iii) Review all employees assigned to the contract.

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility

(i) Of new hires;

(ii) Of employees assigned to a subcontract or other contract; and

(iii) Of employees assigned to the contract.

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001a); a State, local or geographical area government; or a Federal government agency, the Contractor shall verify all employees assigned to the contract, whether new hires or not. The Contractor shall follow the applicable verification requirements at (b)(1)(i) or (b)(2), respectively, that apply based on the date of hire. The Contractor shall verify all new hires of employees assigned only to the contract.

(4) Option to verify eligibility of all employees. The Contractor may elect to verify all employees assigned to the contract. The Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see subparagraph (b)(3)(ii) of this section).

(5) The Contractor is required to maintain for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be notified of the suspension or debarment of the E-Verify program.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment of the E-Verify program, the Contractor is excused from its obligations under paragraph (b)(ii) of this clause, if the suspension or debarment determined official determines not to suspend or debar the Contractor from the E-Verify program.

(iii) The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), neither those employees assigned to the contract. The Contractor shall initiate verification within 90 calendar days of the date of hire or, if the contract is assigned to the contract, 30 days after the date of hire.

(iv) The Contractor shall initiate verification for employees assigned to the contract. The Contractor may elect to verify all employees assigned to the contract. The Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see subparagraph (b)(3)(ii) of this section).

(v) The Contractor may elect to verify all employees assigned to the contract. The Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later.
(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

c. Definition of Classified Information. The term "Classified Information" means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to contain Restricted Data or Formerly Restricted Data, and any other material or information which, pursuant to 42 U.S.C. 1952 [Section 1952, as amended, of the Atomic Energy Act of 1954], has been determined to be classified as requiring control in connection with work under this contract, or which is classified as Restricted Data or Formerly Restricted Data, or National Security Information, or which is protected as National Security Information. However, such information is subject to the same restrictions on transmission to other departments or agencies of the Government as are contained in the written Restricted Data.

d. Definition of Restricted Data. The term "Restricted Data" means information concerning the origins, production, 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 pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

e. Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agency and the Atomic Energy Commission that the information relates primarily to the military utility 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 departments or agencies of the Government as are contained in the written Restricted Data.

f. Definition of National Security Information. The term "National Security Information" means information 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. National Security Information that is protected as National Security Information but that is marked to be declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954] is removed from the Restricted Data category and is protected as National Security Information. However, such information is subject to the same restrictions on transmission to other departments or agencies of the Government as are contained in the written Restricted Data.

g. Definition of Special Nuclear Material. The term "special nuclear material" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material or information which, pursuant to 42 U.S.C. 2017 [Section 51 as amended, of the Atomic Energy Act of 1954], has been determined to be special nuclear material, but which does not include source material; or (2) any material artificially enriched of any of the foregoing, but does not include source material.

h. Access authorizations of personnel.

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except with the prior written authorization of DOE, as defined in 10 CFR Part 707.4. DOE must determine whether the changes will pose an undue risk to the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410 (d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411 (c) or 7411 (d));

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

a. "Clean air standards," as used in this clause, means any enforceable limitations on the emissions or discharges of any air pollutant into the environment. "Clean air standards" may be in the form of a regulation, ordinance, or other requirement promulgated under the Federal Water Pollution Control Act, or in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the
19. PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
(a) Definitions. As used in this clause -- International air transportation means transportation by air between a place in the United States and a place outside the United States or between places outside the United States.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive materials, and all containers in which such items, parts or subassemblies are delivered to the Government or the Laboratory shall be clearly marked and labeled as required by the latest revision of MIL-STD-129 in effect on the date of this contract.

18. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *days prior to the delivery of, or prior to completion of any service required by this contract, of any contract, items containing such material.
(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 may request that the Laboratory Procurement Representative waive the notice requirement of paragraph (a) of this clause, and after award of the contract circumstances change so that any such request shall —
(i) Be submitted in writing;
(ii) State that the change of activity, characteristics, and composition of the radioactive material have not changed;
(iii) Be submitted to the Laboratory Procurement Representative;
(iv) Be approved by the Laboratory Procurement Representative.

(c) Each item, part, or subassembly which contains radioactive materials shall be labeled in accordance with 10 CFR 71.10 and 71.12. Any such labeling shall be included in each subcontract for radioactive materials.

17. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(A) Applies to contracts exceeding $100,000 (including all options)

16. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
(a) Definition. As used in this clause— Energy-efficient product—

(b) The contractor agrees—

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria (Applies to contracts exceeding $100,000 (including all options))

(d) Information about these products is available for—

(i) For competitive subcontracts expected to exceed $100,000 (including all options),
(ii) The Contractor, as owner or operator of a facility used in the performance of this contract (‘Energy-efficient product”—in paragraph (b) of this clause), and after award of the contract circumstances change so that any such product is—
(iii) The Contractor shall notify the Laboratory Procurement Representative; and

15. COMPLIANCE WITH WATER ACT (NOV 2000)

14. COMPLIANCE WITH CONTINGENCY REQUIREMENTS (JUN 2006)
(a) The Contractor shall notify the Office of Cargo Preference, Maritime Administration (MAR-590), Washington, D.C. 20590

13. Certification of Toxic Chemical Release Reporting; and


11. COMPLIANCE WITH AIR PORTION OF U.S.-FLAG AIR CARRIERS (APR 1997)

10. COMPLIANCE WITH NAVAL AIRCRAFT REQUIREMENTS (SEP 1999)

9. COMPLIANCE WITH AIRPORT EMISSIONS REQUIREMENTS (AUG 2006)

8. COMPLIANCE WITH SHIPBOARD AND NAVAL USE REQUIREMENTS (AUG 2003)

7. COMPLIANCE WITH PREFERRED CARRIER REQUIREMENTS (OCT 2004)

6. COMPLIANCE WITH NAVAL AIR TRANSPORTATION REQUIREMENTS (NOV 2000)

5. COMPLIANCE WITH NAVY-OWNED VESSEL REQUIREMENTS (JAN 1997)

4. COMPLIANCE WITH NAVAL AIRCRAFT REQUIREMENTS (MAR 1993)

3. COMPLIANCE WITH NAVY-OWNED VESSEL REQUIREMENTS (JUL 1997)

2. COMPLIANCE WITH NAVAL AIRCRAFT REQUIREMENTS (MAY 1997)

1. COMPLIANCE WITH NAVAL AIRCRAFT REQUIREMENTS (JUN 1993)
21. APPLICABLE LAW (OCT 1999)
The law of Illinois shall apply. To the extent that Federal law does not exist and State law could become applicable to this contract,
d.(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all
subcontracts or purchase orders for the acquisition of commercial items unless—
(i) This contract is—
(A) A contract or agreement for ocean transportation services; or
(B) A construction contract; or
(ii) The supplies to be purchased are—
(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
(B) Shipped in direct support of U.S.-military—
(1) Contingency operations;
(2) Exercises; or
(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:
Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590
Phone: 202-366-3234
22. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)
This clause does not apply to small business concerns.
a. Definitions. As used in this clause—
(1) “Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 151 et seq.), which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).
(2) “Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.
(3) “Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).
(4) “Master plan” means a subcontracting plan (including goals) 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 indirect costs incurred for commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). (e.g., division, plant, or product line).
(5) “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as a tribe, or as having status as a tribe (under section 2 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 452 et seq.)) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(c).
(6) “Individual contract plan” 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 indirect costs incurred for commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). (e.g., division, plant, or product line).
(7) “Master plan” means a subcontracting plan (including goals) 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 indirect costs incurred for commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).
(8) “Plan” means a subcontracting plan (including goals) that covers the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).
(9) “Plan” means a subcontracting plan (including goals) that covers the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).
(10) “Proprietary” means a subcontractor that is a corporation, partnership or association, or a joint venture that is not a commercial item.
(11) “Proprietary” means a subcontractor that is a corporation, partnership or association, or a joint venture that is not a commercial item.
(12) “Proprietary” means a subcontractor that is a corporation, partnership or association, or a joint venture that is not a commercial item.
(13) “Proprietary” means a subcontractor that is a corporation, partnership or association, or a joint venture that is not a commercial item.
b. The offeror, upon request by the Laboratory Procurement Official, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. The reports shall provide information on subcontracting goals, and a description of the method used to determine the extent of compliance by the offeror with the subcontracting plan.
c. The offeror shall submit a subcontracting plan to the Contracting Officer, the prime Contractor, and the subcontractors in accordance with this clause, or as provided in agency regulations;
(i) Service-disabled veteran-owned small business concerns;
(ii) Veteran-owned small business concerns;
(iii) HUBZone small business concerns;
(iv) Small disadvantaged business concerns; and
(v) Women-owned small business concerns.
d. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
(i) Small business concerns,
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns,
(vi) Women-owned small business concerns.
2. 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 projects subcontracted to support the sales for a commercial plan;
(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns;
(v) Total dollars planned to be subcontracted to HUBZone small business concerns;
(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
(vii) Total dollars planned to be subcontracted to small service-disabled veteran-owned small business concerns.
3. A description of the method used to identify potential sources for solicitations purposes (e.g., existing company source lists, the System for Award Management (SAM), veteran service organizations, the National Minority Purchasing Council Vendor Information Service, the Reserve Officers’ and Public Law Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and, women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern’s size and ownership characteristics for the purposes of subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business concerns. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
4. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
(i) Small business concerns (including ANCs and Indian tribes);
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns (including ANCs and Indian tribes); and
(vi) Women-owned small business concerns.
5. 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.
6. A description of the offeror’s efforts to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, small service-disabled veteran-owned small business, small women-owned small business concerns have an equitable opportunity to compete for subcontracts.
7. Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontract awards to small business concerns, and a description of the method used to determine the extent of compliance by the offeror with the subcontracting plan.
8. The Individual Subcontracting Report (ISR) and/or the Summary Subcontracting Report (SSR) in accordance with the paragraph (f) of this clause using the Electronic Subcontracting Reporting System (eSRS) at https://esss.sba.gov.
9. A list of subcontractors with subcontracting plans, and the dollars planned to be subcontracted to small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
10. Records on each subcontract solicitation resulting in an award of more than $150,000, indicating—
(i) Source lists (e.g., SAM, guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, women-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, or women-owned small business concerns.
11. A description of the types of records that will be maintained concerning procedures that have been established to record solicitations and awards in the plan, including establishing source lists, and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, women-owned small business, and HUBZone 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, women-owned small business, HUBZone small business, small disadvantaged business, or 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, or women-owned small business concerns.
12. 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;
...
28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

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

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

(ii) A subcontractor or prospective subcontractor furnished the Contractor 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

(iii) Any of these parties furnished any data that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) If any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract cost or (2) the actual cost to the Contractor, if there was no subcontract, would not have increased in the amount to be offset even if the available certified cost or pricing data had been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

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

(d) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost would not have increased in the amount to be offset if the available certified cost or pricing data had not been modified even if accurate, complete, and current certified cost or pricing data had been submitted, and

(e) Any reduction in the contract price under paragraph (a) of this clause reduces the price of items for which the contractor shall be liable to and shall pay the United States at the time such overpayment is discovered.

29. 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 price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, or on the date of agreement on price or the date of award, whichever is later; or before purchasing any subcontract modification involving a price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-5, or on the date of agreement on price or the date of award, whichever is later; or before purchasing any subcontract modification involving a price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-5, or on the date of agreement on price or the date of award, whichever is later; or before purchasing any subcontract modification involving a price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-5, or on the date of agreement on price or the date of award, whichever is later; or before purchasing any subcontract modification involving a price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-5, or on the date of agreement on price or the date of award, whichever is later.

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

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

(ii) A subcontractor or prospective subcontractor furnished the Contractor 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

(iii) Any of these parties furnished any data that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(c) If any reduction in the contract price under paragraph (a) of this clause reduces the price of items for which the contractor shall be liable to and shall pay the United States at the time such overpayment is discovered.

26. CHANGES—FIXED PRICE (OCT 1999)

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

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

(ii) Method of shipment or packing.

(iii) Place of delivery.

(iv) Description of services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the authorized Laboratory Procurement Official shall make an equitable adjustment in the contract price, the delivery schedule, and any other element of contract performance. However, if the authorized Laboratory Procurement Official decides that the facts justify it, the authorized Laboratory Procurement Official may receive and act upon a proposal submitted before final approval of the change.

(c) Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the changes therefor have been authorized by the Laboratory Procurement Official.

30. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

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

(b) Unless the contract specifically provides for earlier passage of title, title to supplies shall remain with the contractor until, and shall pass to the Laboratory upon—

(i) Delivery of the supplies to a federal installation of the Laboratory; or

(ii) Acceptance by the Laboratory or delivery of the supplies to the Laboratory at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b)(ii) above shall not apply to supplies that fail to conform to contract requirements as to go and work and are nonconforming as to damage to such nonconforming supplies remains with the contractor until cure or acceptance. After cure or acceptance, paragraph (b)(ii) above shall apply.

(d) Under paragraph (b)(ii) above, the contractor shall not be liable for loss or damage to supplies caused by the negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

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

(a) Definition. “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The contractor shall provide any inspection system acceptable to the Laboratory covering supplies under this contract and shall tender to the Laboratory for acceptance only supplies that have been thoroughly inspected. Records and other data have been found by the contractor to be in conformity with contract requirements. As part of the system, the contractor shall prepare records evidencing all inspections made under the system and these records shall be complete and made available to the Laboratory during contract performance and for as long afterwards as the contract requires. The Laboratory may perform its own checks and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, shall not relieve the contractor of any contractual rights and obligations.

(c) The Laboratory has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all times and places, including the period of manufacture, and in any event before acceptance. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work. The Laboratory assumes no contractual obligation to perform...
(d) If the Laboratory performs inspection or test on the premises of the contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Laboratory shall pay the cost of laboratory inspections or tests made at other than the contractor’s or subcontractor’s premises, provided, that in case of rejection, the Laboratory shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) If the supplies are not ready at the time specified for inspection or test by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test.

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

(g) The Laboratory has the right to reject or require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are not in conformance with contract requirements. The Laboratory may reject nonconforming supplies without or with disposition instructions.

(h) The contractor shall remove supplies rejected or repaired if new or corrected by the Laboratory within a reasonable time after notice to do so, unless the supplies are nonconforming because of the contractor’s failure to properly perform under the contract. If the contractor fails to promptly remove, replace, or correct rejected supplies that are not removed, the contractor may be required to reimburse the Laboratory for the costs of removing or correcting the nonconforming supplies. In such event, the contractor shall bear the costs of removing or replacing nonconforming supplies until such time when the Laboratory either removes, replaces, or corrects such supplies.

(i) The Laboratory shall accept or reject supplies as promptly as practicable after delivery, unless other provisions are provided in the contract. The Laboratory’s failure to inspect and accept or reject the supplies shall not relieve the contractor from responsibility, nor impose liability on the Laboratory for nonconforming supplies.

(j) Inspections and tests by the Laboratory do not relieve the contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to failure within a period of 10 days (or such longer period as the Laboratory may authorize in writing).

(k) When supplies are returned to the contractor, the contractor shall bear the transportation cost to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Laboratory may authorize in writing) after receipt by the Laboratory of written notice of such failure. The contractor shall bear the cost of inspecting or testing the supplies before reinspection or retest when required, shall disclose the corrective action taken.

(l) If the contractor fails to promptly remove, replace or correct rejected supplies that are nonconforming, the contractor may be required to reimburse the Laboratory for the costs of removing or correcting the nonconforming supplies. In such event, the contractor shall bear the costs of removing or replacing nonconforming supplies until such time when the Laboratory either removes, replaces, or corrects such supplies.

(m) When the contract requires the specification or delivery of televisions, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jul 2014) shall apply.

(n) If the contractor fails to promptly perform or act as required in the contract, the contractor shall bear the cost of inspecting or testing the supplies before reinspection or retest when required, shall disclose the corrective action taken.

(o) If the contractor fails to promptly perform or act as required in the contract, the contractor shall bear the cost of inspecting or testing the supplies before reinspection or retest when required, shall disclose the corrective action taken.

37. WARRANTY OF SUPPLIES (JUNE 2014)

(a) The Contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory. The Laboratory shall perform inspection, test, or accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. The Laboratory’s failure to inspect and accept or reject the supplies shall not relieve the contractor from responsibility, nor impose liability on the Laboratory for nonconforming supplies.

(c) The laboratory shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. The Laboratory’s failure to inspect and accept or reject the supplies shall not relieve the contractor from responsibility, nor impose liability on the Laboratory for nonconforming supplies.

(d) If the contractor fails to promptly remove, replace or correct rejected supplies that are nonconforming, the contractor may be required to reimburse the Laboratory for the costs of removing or correcting the nonconforming supplies. In such event, the contractor shall bear the costs of removing or replacing nonconforming supplies until such time when the Laboratory either removes, replaces, or corrects such supplies.

(e) When the contract requires the specification or delivery of televisions, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jul 2014) shall apply.

(f) If the contractor fails to promptly perform or act as required in the contract, the contractor shall bear the cost of inspecting or testing the supplies before reinspection or retest when required, shall disclose the corrective action taken.

(g) If the contractor fails to promptly perform or act as required in the contract, the contractor shall bear the cost of inspecting or testing the supplies before reinspection or retest when required, shall disclose the corrective action taken.

(h) If the contractor fails to promptly perform or act as required in the contract, the contractor shall bear the cost of inspecting or testing the supplies before reinspection or retest when required, shall disclose the corrective action taken.

(i) If the contractor fails to promptly perform or act as required in the contract, the contractor shall bear the cost of inspecting or testing the supplies before reinspection or retest when required, shall disclose the corrective action taken.
40. PROPERTY (JAN 2013)

(a) Furnishing of Government property. The Laboratory reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) Title to property. Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed, shall vest in the Government and shall pass directly from the Contractor to the Government. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall have no right to resell or otherwise dispose of requisitions and Government property to any person, firm, or corporation and shall not sell or otherwise dispose of requisitions and Government property in its possession under the contract. The Laboratory Procurement Official shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property, and (2) commencement of processing of or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof, whichever first occurs. Property furnished by the Laboratory and property purchased or furnished by the Contractor, title to which vests in the Government, under this paragraph is hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property pass to the Contractor’s estate in bankruptcy. The Contractor may not be or become a lessee or licensor as personality by reason of affiliation to any entity.

(c) Identification. To the extent directed by the Laboratory Procurement Official, the Contractor shall identify the Government property coming under the Contractor’s possession or custody, by marking and segregating in such a way, satisfactory to the Laboratory, as shall indicate its ownership by the Government.

(d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official shall direct. Upon completion of the work or upon termination of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agreement to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract. The term “contractor’s managerial personnel” as used in this clause means the Contractor’s directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of—

(i) All or substantially all of the Contractor’s business; or

(ii) For destroyed or lost property, the compensation shall be the fair market value of the damaged property. If a fair market value of the property does not exist, the Laboratory Procurement Officialshall determine the value of such property, consistent with all relevant facts and circumstances.

(i) For destroyed or damaged property, the Contractor shall provide all reasonable steps to comply with any appropriate written direction of the Contracting Officer for safeguarding such property under paragraph (e) of this clause; or

(k) The Contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The Contractor’s property management system shall be submitted to the Laboratory Procurement Official for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.

(l) In order for a property management system to be approved, it must provide for—

(A) Comprehensive coverage of property from the requirement identification, through intake cycle, to final disposition;

(B) Full integration with the Contractor’s other administrative and financial systems of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of property in its possession under the contract. The Contractor’s property management system shall be submitted to the Laboratory Procurement Officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.

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 must—

1. Notify the Laboratory Procurement Official reasonably in advance; and

2. Submit justifications (including proposed substitutions) in sufficient detail to permit the Laboratory to determine that such changes will have no adverse effect on the work and/or the quality of the work.

(b) The Contractor shall maintain written records of the identity, duties, and qualifications of the key personnel referred to in paragraph (a) of this clause.

(c) The Contractor shall comply with any written direction of the Contracting Officer, the Laboratory Procurement Official, or any other appropriate official.

(d) The Contractor shall reasonably assist the Laboratory in the conduct of investigations related to the work performed under this contract.

(e) The Contractor shall maintain a complete record of the performance of its key personnel.

42. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (hereinafter referred to as “covered contractors” or “covered subcontractors”) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages, liquidated damages. The responsible Contractor and each of its lower-tier subcontractors shall be liable for unpaid wages and liquidated damages in the amount of at least 1 and 1/2 times the basic hourly rate of pay for such workweek.

(c) Recordkeeping required. Covered contractors shall provide periodic reports to the Contracting Officer that detail the number of hours worked and the amounts paid to each employee, for each pay period.

(d) Payroll records required. The contractor shall maintain a complete record of the performance of its key personnel.

43. INTEGRITY OF UNIT PRICES (OCT 2010)

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

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute contracts within a basis guarantees that unit prices are in proportion to the items’ base
45. The Contractor shall promptly notify the Contracting Officer of all matters relating to any after-imposed Federal tax, duty that reasonably may be expected to result in either an increase or adjustment exceeds $250.

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

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

(b) After receipt of a Notice of Termination, and except as directed by the Laboratory Procurement Official, the Contractor shall immediately proceed with the following obligations:

1. Stop work as specified in the notice.
2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, supplies, facilities, except as necessary to complete the contracted portion of the contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Assign to the Government, as directed by the Laboratory Procurement Official, all right, title, and interest of the Contractor under the contracts terminated, in which the Contractor would have the right to settle or pay any termination settlement proposal arising out of those terminations.
5. With approval of the basis for termination, and if the Laboratory Procurement Official, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
6. As directed by the Laboratory Procurement Official, transfer title and deliver to the Government:
   (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and all other property that, if the contract had been completed, would be required to be furnished to the Government.
   (ii) The equipment, real property, or other personal property.
   (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Laboratory Procurement Official upon written request of the Contractor within this 120-day period.
   (iv) Subject to paragraph (e) of this clause, the Contractor and the Laboratory Procurement Official may agree upon the whole or any part of the amount to be paid or remaining to be paid, and the Laboratory Procurement Official shall by notice to the Contractor within such time as the Government may direct, in the manner directed by the Laboratory Procurement Official, any property of the types referred to in paragraph (b)(6) of this clause; and
   (v) The costs described in this paragraph may not exceed the contract price.

(f) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Laboratory Procurement Official concerning this clause, except that if the Contractor failed to submit the proposal within the time allowed, the Laboratory Procurement Official may determine, on basis of information available, the amount, if any, due the Contractor.

(g) The Contractor and the Laboratory Procurement Official agree upon the whole or any part of the amount to be paid or remaining to be paid under this clause; and the Laboratory Procurement Official shall by notice to the Contractor within such time as the Government may direct, in the manner directed by the Laboratory Procurement Official, any property of the types referred to in paragraph (b)(6) of this clause; and

(h) The costs described in this paragraph may not exceed the contract price.

(i) The costs incurred in the performance of the work terminated, including initial and subsequent payroll paid in accordance with a lump-sum contract, were paid or incurred after the effective date of this contract, and do not include costs associated with the termination settlement proposal.

(j) The costs incurred in the performance of the work terminated, including initial and subsequent payroll paid in accordance with a lump-sum contract, were paid or incurred after the effective date of this contract, and do not include costs associated with the termination settlement proposal.

(k) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(l) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(m) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(n) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(o) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(p) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(q) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(r) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(s) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(t) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(u) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(v) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(w) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(x) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(y) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

(z) The contractor shall be entitled, in the event of termination, to be paid, in accordance with the provisions of this clause, the cost of components that are manufactured or acquired for the work terminated, excluding any costs that were paid to a domestic firm, and any paid to an entity that is not a domestic firm.

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or request for equitable adjustment within the time provided in paragraph (e) or (f), respectively, and failed to request a time extension, there is no right of appeal. Any proposal by the Contractor for an equitable adjustment under this clause shall be submitted within 90 days from the date of the final settlement proposal of the termination of the portion of this contract, if the Laboratory procured Federal Official believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

If the termination is partial, the Contractor may file a proposal with the Laboratory Procurement Office for an equitable adjustment of the portion(s) of the continued portion of the contract. The Laboratory Procurement Office shall make any equitable adjustment agreed upon. Any proposal for the contractor for a termination of the portion of the contract, if the Laboratory Procurement Office believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

The Contractor shall pay the contract price for completed supplies delivered and accepted. The Contractor shall pay the contract price for completed supplies delivered and accepted for the protection and preservation of the property. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge, if the Laboratory Procurement Office, photographs, manuscripts, or other authentic reproductions may be maintained instead of original records and documents.

47. DEFAULT (OCT 1999)

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

(1) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(2) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2)(i) below);

(3) Perform any of the other provisions of this contract (but see subparagraph (a)(2)(i) below);

(b) The Laboratory's right to terminate this contract under subdivisions (1) and (2) above, may be exercised if the contractor does not cure such failure within 10 days (or 30 days if authorized in writing by the Laboratory in any contract or extension) after the date the contractor is notified of the failure to perform.

(c) If the termination is partial, the Contractor may file a proposal with the Laboratory Procurement Office for an equitable adjustment of the portion(s) of the continued portion of the contract. The Laboratory Procurement Office shall make any equitable adjustment agreed upon. Any proposal for the contractor for a termination of the portion of the contract, if the Laboratory Procurement Office believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the failure to perform is not caused by the default to the contractor, terminate this contract in whole or in part if the contractor fails to--

(1) Learn of the default within a reasonable time of its occurrence;

(2) Provide the Laboratory with adequate assurance, in writing, that the contractor will cure such failure;

(3) Continue to perform under this contract or any extension;

(4) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the failure to perform is not caused by the default to the contractor, terminate this contract in whole or in part if the contractor fails to--

(1) Learn of the default within a reasonable time of its occurrence;

(2) Provide the Laboratory with adequate assurance, in writing, that the contractor will cure such failure;

(3) Continue to perform under this contract or any extension;

(4) If the termination is partial, the Contractor may file a proposal with the Laboratory Procurement Office for an equitable adjustment of the portion(s) of the continued portion of the contract. The Laboratory Procurement Office shall make any equitable adjustment agreed upon. Any proposal for the contractor for a termination of the portion of the contract, if the Laboratory Procurement Office believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(e) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

48. 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 active 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) made 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 entering agreements that are otherwise authorized by law or regulation. For agreements concerning items, the Contractor may enter into an agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

The Contractor agrees to incorporate the substance of this clause, including paragraph (a) above, in all subcontracts under this contract which exceed $100,000.

51. PAYMENTS (FEB 2004)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory will pay the contractor for the prices stipulated in this contract by check, electronic funds, or as the parties may otherwise agree. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer or similar transaction occurs.

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

(c) All INVOICES submited under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the contractor's completed form NO SUBSTANTIAL DEDUCTION FROM CONTRACTED Property Management Government Property Acquisition Record, ANL-881. This form must be completed and filed with the Laboratory Property Acquisition Division, together with the contract invoice. Under NO CIRCUMSTANCES shall the Laboratory pay an INVOICE unless the form NO SUBSTANTIAL DEDUCTION FROM CONTRACTED Property Management Government Property Acquisition Record, ANL-881 is included with all INVOICES REGARDLESS OF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.

(d) The contractor shall submit the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(B) By the contractor and added to the invoice for contractor supplied goods and/or services.
52. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

(a) Definitions. As used in this clause—

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

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.
(2) Making any Federal grant.
(3) Making any Federal loan.
(4) Entering into any cooperative agreement.

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. 46b) and include Alaskan Native villages.

Influencing or attempting to influence means, with the intent to influence, any communication to or approached by a contractor by any employee of any agency of the United States, Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, a council of governments, a council of government representatives, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appoi nted to a position in the Government under Title 5, United States Code, including a position under a subs tantial employment contract.
(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
(3) A special Government employee, as defined in section 202, Title 18, United States Code.
(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive, any Federal grant, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation for professional or technical services rendered, in the normal course of such person's work for that Government contract.

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

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

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, Federal grant, or Federal loan, means an individual who is employed by such person for the entire 130 calendar days of the year immediately preceding the date that the person is employed by such person for work that is not to be funded, not to be funded in cooperation with another Federal agency, or is to be funded that is not to be funded in cooperation with another Federal agency.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, Federal grant, or Federal loan, means an individual who is employed by such person for 130 or more days within 1 year immediately preceding the date that the person is employed by such person for work that is to be funded, to be funded in cooperation with another Federal agency.

"State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or political subdivision of a State, and regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 33 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, 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.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.
(2) To the extent the Contractor can demonstrate that the Contractor has sufficient 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.

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

(1) Agency and legislative liaison by Contractor employees.
(2) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to the receipt of a contract, grant, or loan.

(3) 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.

(i) 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.

(6) The contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts at all tiers, for subcontracts involving work performed competitively by DOE or non-DOE prime contractors.

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

(e) Penalties.

(1) If the Contractor did not submit OMB Standard Form LL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made any filing or request for a formal admission by a subcontractor to receive any covered Federal action, the Contractor shall complete and submit OMB Standard Form LL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did not submit OMB Standard Form LL, disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a contract exceeding $150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the disclosure.

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

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a contract exceeding $150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the disclosure.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, or loan.

(6) Making any Federal grant.

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

(h) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a contract exceeding $150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the disclosure.

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

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

53. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be made as soon as practicable (5 days) after the date the notice of bankruptcy is filed. The notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all affected contracts. Failure to give such notification within 30 days of an updated disclosure using OMB Standard Form LL.

54. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, or any other facilities.

(b) The contractor shall use its best efforts to provide comparable facilities for Federal employees, and also shall provide comparable facilities that are not segregated on the basis of race, color, religion, sex, or national origin.

(c) The contractor shall, at the end of the calendar quarter in which the disclosure is submitted by the subcontractor, report the number of days beyond 30 days an updated disclosure using OMB Standard Form LL.

55. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

(b) The contractor shall 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.

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in 41 U.S.C. 2101 et seq. The provisions of 41 U.S.C. 2101 et seq. establish whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.803.

(b) The contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts at all tiers, 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 (DEC 2010) – Applies To Contracts That Exceed $300,000 in Value

(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 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.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1946 (46 U.S.C. App. 1712), such as agricultural products, seafood, raw materials, or manufactured goods.

(b) The Contractor shall ensure that the subcontractor is fully aware of the requirements of this clause.

(c) The Contractor shall inform the Contracting Officer of any deviations from the requirements of this clause.

(d) The Contractor shall ensure that all subcontractors are informed of the requirements of this clause.

59. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract. The contractor is responsible for ensuring that research misconduct is not committed by its employees, subcontractors, or their principals. The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(b) Unless otherwise instructed by the Laboratory, the contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(c) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(d) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(e) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(f) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(g) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(h) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(i) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(j) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(k) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(l) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(m) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(n) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(o) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(p) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(q) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(r) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(s) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(t) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(u) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(v) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(w) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(x) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(y) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.

(z) The contractor is responsible for ensuring that its employees, subcontractors, or their principals do not engage in research misconduct.
(h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

60. LABORATORY SITE ACCESS AND/OR 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 must be reviewed on site for more than 30 days in a 12-month period. A certified host must be assigned for each visit or assignment. Form ANL-593 should be submitted as far in advance as possible (a minimum of 7 days) for a sensitive assignment; 7 days for a non-sensitive country assignment or visit or sensitive visit.

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or access to the site, area of the Laboratory or access to a sensitive subject, at least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be performed. The contractor must insert or have inserted the substance of this clause, including paragraph (h), in all subcontracts at all tiers that involve research.

For assignments involving a foreign national from a “Terrorist Supporting Country”, which currently include: Cuba, Iran, Libya, North Korea, Sudan, Syria, specific approval of the visit/assignment by the Secretary of Energy or his designee is required. This approval, if granted, may take one year after the initial approval has been processed.

The time frames indicated above shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery period.

For assistance in preparing a request, contact the Argonne Technical Investigator associated with your activity.

Activity Participation

Due to Department of Energy directives and Department of Commerce regulations, persons who are born in (and who are not naturalized U.S. Citizens) or are citizens of any “Terrorist Supporting Country” may be denied access and/or participation in activities with Argonne National Laboratory. The requirement is to be flowed-down to all subcontractors at any tier.

61. 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 control and the approved end use.

This includes the transfer of technology, software or materials provided by the Laboratory. The contractor must insert or have inserted the substance of this clause, including paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

62. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempted 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 control requirements.

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

Prior to travel, 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
- Trade secrets
- Trademarks
- Copyrighted works

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

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to travel:

- Do not leave documentation in clear view
- Avoid presentations and discussions limited to topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they are in the public domain.
- Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

63. CONFLICTS OF DOCUMENTATION (MAY 2001)

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

64. 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 initiated and written to the Laboratory Procurement Official. Written 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 the work under the contract or after the action of which it arises, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

65. 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 at all times levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

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

(a) Definitions. As used in this clause—

“Driving” –

(1) Means operating a 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 form of electronic 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 applies in Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

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

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

(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 other outreach to employees about the safety risks associated with texting while driving.

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

67. INTEGRATION CLAUSE (MAY 2001)

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

68. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of DOE Technical Standards, conducting technical standards reviews, activities, and selecting technical standards for use to support assigned DOE missions and functions, must

2. Use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed and 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 Office.

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’s Contracting Officer’s Representative or technical manager in The Office of Contract Administration (COA).

6. Flow down this requirement to subcontractor(s) at any tier for the purpose of ensuring the contractor’s compliance with these requirements.

69. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and new, 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, hoses, rings, and lifting equipment; cranes; tools; valves; pipes; and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated or 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.

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### SUSPECT/COUNTERFEIT PART

#### HEADMARK LIST

**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>
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</thead>
</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>
<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>
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</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 Sieybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
</tbody>
</table>

**GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:**

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
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</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>Type 1</th>
<th>Type 2</th>
<th>Type 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS</td>
<td>A325 KS</td>
<td>A325 KS</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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

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

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