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1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Applicability.

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

(b) Definition.

"Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy National Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who is not entitled to receive severance pay if he or she is discharged or laid off, and (3) who had a written offer of employment with the contractor and is qualified by the contractor for the particular position.

Refusal to disclose information about employees hired or rejected by a contractor is prohibited by law.

2. COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," mean any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.

(b) Applicability.

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

(c) Requirements.

The Contractor shall furnish to the contracting agency all information required by the Executive Order, including, but not limited to, the number of veterans, other protected veterans, and recently separated veterans hired by the Contractor.

(d) Litigation.

Any person who brings suit under this clause must file suit within 3 years from the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

(e) Definitions.

- "Armed Forces service medal veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Other protected veteran": A veteran who is hired or rehired by the Contractor during the period covered by the report under the terms of this clause.
- "Recenty separated veteran": A veteran who, after termination of active duty of the U.S. armed forces, dies of injury suffered in the line of duty of active duty.

3. EQUAL OPPORTUNITY (MAR 2007)

(a) Definitions. "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) Applicability.

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

(c) Requirements.

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

(d) Litigation.

Any person who brings suit under this clause must file suit within 3 years from the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

(e) Definitions.

- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Employment at will": Means employment without a fixed term, without regard to the employee's race, color, national origin, sex, or religion.
- "Management": Means any individual who is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Recent" means all positions for which the employee was hired or rehired within 12 months preceding the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

4. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

(a) Definitions.

- "Armed Forces service medal veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Disabled veteran": A veteran who is hired or rehired by the Contractor during the period covered by the report under the terms of this clause.
- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Other protected veteran": A veteran who is hired or rehired by the Contractor during the period covered by the report under the terms of this clause.
- "Recenty separated veteran": A veteran who, after termination of active duty of the U.S. armed forces, dies of injury suffered in the line of duty of active duty.

(b) Applicability.

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

(c) Requirements.

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

(d) Litigation.

Any person who brings suit under this clause must file suit within 3 years from the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

(e) Definitions.

- "Disabled veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Employment at will": Means employment without a fixed term, without regard to the employee's race, color, national origin, sex, or religion.

5. EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)

(a) Definitions.

- "Armed Forces service medal veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Disabled veteran": A veteran who is hired or rehired by the Contractor during the period covered by the report under the terms of this clause.
- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Employment at will": Means employment without a fixed term, without regard to the employee's race, color, national origin, sex, or religion.

(b) Applicability.

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

(c) Requirements.

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

(d) Litigation.

Any person who brings suit under this clause must file suit within 3 years from the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

(e) Definitions.

- "Disabled veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Employment at will": Means employment without a fixed term, without regard to the employee's race, color, national origin, sex, or religion.

(f) Applicability.

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

(g) Requirements.

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

(h) Litigation.

Any person who brings suit under this clause must file suit within 3 years from the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

(i) Definitions.

- "Armed Forces service medal veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Disabled veteran": A veteran who is hired or rehired by the Contractor during the period covered by the report under the terms of this clause.
- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Employment at will": Means employment without a fixed term, without regard to the employee's race, color, national origin, sex, or religion.

(j) Applicability.

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

(k) Requirements.

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

(l) Litigation.

Any person who brings suit under this clause must file suit within 3 years from the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

(m) Definitions.

- "Armed Forces service medal veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Disabled veteran": A veteran who is hired or rehired by the Contractor during the period covered by the report under the terms of this clause.
- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Employment at will": Means employment without a fixed term, without regard to the employee's race, color, national origin, sex, or religion.

(n) Applicability.

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

(o) Requirements.

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

(p) Litigation.

Any person who brings suit under this clause must file suit within 3 years from the date of the order of the Secretary of Labor issued under Executive Order 11246, as amended, or otherwise provided by law.

(q) Definitions.

- "Armed Forces service medal veteran": Any veteran who, while serving on active duty in the U.S. armed forces, died as a result of an injury incurred in line of duty in the line of duty following active duty, or has a service-connected disability as defined in 38 U.S.C. 101.
- "Disabled veteran": A veteran who is hired or rehired by the Contractor during the period covered by the report under the terms of this clause.
- "Executive and senior management": Means any individual who, by virtue of position, is able to exercise a controlling influence with respect to the hiring or firing of employees or other personnel actions.
- "Employment at will": Means employment without a fixed term, without regard to the employee's race, color, national origin, sex, or religion.
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

(Appplies to Contracts Equal to or Greater Than $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), which requires informing employees of Federal contracts or subcontract awards of $10,000 or more. The NLRA applies to employers in the private sector. See 29 CFR Part 417. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contracts and subcontract awards of $10,000 or more, where employees are to be covered by the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity. The notice also provides procedures for illegal conduct by employers and employees, and provides contact information to the National Labor Relations Board (NLRB).

6. NOTICE OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR 2010)

(Appplies to Contracts Equal to or Greater Than $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), which requires informing employees of Federal contracts or subcontract awards of $10,000 or more. The NLRA applies to employers in the private sector. See 29 CFR Part 417. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contracts and subcontract awards of $10,000 or more, where employees are to be covered by the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity. The notice also provides procedures for illegal conduct by employers and employees, and provides contact information to the National Labor Relations Board (NLRB), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the notice conspicuously in plants and offices where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically.

Obtaining Copies of the Notice of Employee Rights

Executive Order 13496, Notice of Employee Rights, in Adobe Reader (.pdf) format, can be downloaded from the link:


If you are not able to download the notice, or if you seek a hard copy of the notice, you can send a request to olms-public@dol.gov or call (202) 693-0123. Contractors may also reproduce and use exact duplicate copies of the official notice.

7. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

Applies to Contracts That Exceed $10,000 in Value

To the extent of this contract, the form of this Contract shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act perform work related 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 471.7(b) and (f).

(a) Physical posting of the employee notice shall be in conspicuous places in and about the contractor’s facilities and in a form prescribed by the Secretary of Labor that is readily seen by employees who are covered by the National Labor Relations Act and engage in the employment practices described in paragraph (b) of this section.

(b) The contractor shall incorporate the notice into its employment practices, including the following:

(i) Recruitment, advertising, and job application procedures.

(ii) Hiring, training, promotion, pay, recall, layoff, discharge, and transfer.

(iii) Rate of pay or any other form of compensation.

(iv) Leave and related benefits.

(v) Notice of health and safety information.

(vi) Notice of formal complaints and investigations.

(vii) Notice of any other rights or protections.

8. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Appplies to:

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

(b) Construction

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

(2) Includes work performed in the United States.

Definitions. As used in this clause—

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

(i) Any item of supply that is—

(1) Normally purchased by Federal agencies;

(2) With its substantially各项 capabilities, and

(3) Ordered by the Secretary of Department of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

For purposes of this clause, if the Contractor is in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the Department of Labor, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

9. EMPLOYMENT ELIGIBILITY VERIFICATION (APR 2010)

Appplies to:

(i) Employment services to or for a prime Contractor or another subcontractor.

(ii) Employment services to or for a prime Contractor or another subcontractor.

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(xlix) Employment services to or for a prime Contractor or another subcontractor.
(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section).

(i) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall verify employment within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(ii) Employees not assigned to the contract. The Contractor shall verify employment within 90 calendar days after hire of any employee not assigned to the contract.

(3) The Contractor shall comply, for the period of performance of this contract, with the requirements of the program in effect.

(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 subject to the terms and conditions of the MOU.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether or not to suspend or debar the Contractor, the Contractor may not access the E-Verify program.

(b) Postings. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated in the contract.

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

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

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

(a) General.

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

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of training, demotion, transfer, layoff, termination, right of return to former positions, and severance lists;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, work schedules, vacations, leave, and other working conditions; organizational positions, structure, position descriptions, line of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available to other employees or which would be available to the Contractor's employees, if it would not be discriminatory to do so;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leave of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

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

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(c) The Contractor agrees to post employment notices stating -- (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. Each notice will include a statement that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it is visible to a person in a wheelchair). The notices shall be in a form prescribed by the Secretary.

(iii) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken, including those provided for in applicable laws, regulations, and Executive Orders, which are incorporated by reference. The Contractor shall take affirmative action to employ and advance in employment, qualified individuals with physical or mental disabilities.

10. SECURITY (MAR 2011)

(a) Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and the applicable classified information and all classified material (including documents, materials, and special nuclear material) which are in the Contractor's possession in connection with the performance of work under the contract, take necessary measures to ensure that only those persons authorized to receive such information or materials will receive such information or materials. The Contractor shall take all appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretaries issued pursuant to this contract.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
11. CLASSIFICATION/DECLARATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy’s regulations and mandatory DOE directives which apply to classification and declassification of national security information, documents, or data. The term "information," "data," or "document" as used in this section, means any information, data, or knowledge, regardless of its physical form or characteristics. Classified information includes "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The term "contract" shall mean subcontract and the term "Contractor" means DOE Contractor. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

12. RIGHTS TO PROPOSAL DATA (MAY 2001)

It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the contractor or subcontractor has the right to file a protest with the General Services Administration or have others do so for any purpose whatsoever, the technical data contained in the proposal is based on the proposal.

13. ENVIRONMENTAL PROTECTION (MAY 2001)

In performing this contract, the contractor shall comply with the requirements set forth in all applicable Federal and Non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

14. CLEAN AIR AND WATER (APR 1984)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
(b) "Clean air standards," as used in this clause, means -
   (1) Any enforceable requirements, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.
   (2) An applicable implementation or procedure plan under section 111(d) of the Air Act (42 U.S.C. 7411(d));
   (3) An approved implementation or procedure plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
   (4) An approved implementation procedure under section 112(h) of the Air Act (42 U.S.C. 7412(h)).
(c) "Clean water standards," as used in this clause, means any enforceable limitation, control, covenant, prohibition, standard, or other requirement contained under the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

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

(a) Definition. As used in this clause—
   (1) "Energy-efficient product"—
      (ii) Has the mark or symbol specified by DOE to verify that DOE-certified energy products or equipment or energy services meet the Energy Products Standard; or
      (iii) Has the mark or symbol specified by DOE to verify that products or equipment or services meet the Energy Products Standard, as determined by the DOE pursuant to section 62518 of the Energy Policy Act of 2005, 42 U.S.C. 82518 (the "Energy Products Marking");
   (b) The Contractor shall ensure that energy-product products are energy-efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are—
      (1) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
      (2) Furnished by the Contractor for use by the Government;
      (3) Acquired by, or specified in the design of, a building or work, or incorporated into its construction, engineering, or procurement, as directed by the Government;
      (4) Acquired by, or specified in the design of, a building or work, or incorporated into its construction, engineering, or procurement, as directed by the Government; or
      (5) The contractor is not existing documents, which involves the collection, classification and distribution of information and its related classification systems, and the legal considerations involved in the classification of the information. The act of classifying and declassifying information, and the procedures used to do so, are governed by federal law and policy. The con...
17. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, at least 90 days prior to the delivery of, or prior to completion of any servicing required by this contract of any items, parts, or subassemblies that contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or the specific activity per item exceeds 0.01 microcuries.

(b) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(d) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from delivery under this contract or any prior contracts, the Contractor may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall:

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the date on which it was submitted.

(e) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries.

(f) The Contractor shall include in all subcontracted work, a statement on vouchers involving such transportation, to disallow expenditures from funds, appropriated or otherwise established for transportation, to disallow expenditures from funds, appropriated or otherwise established for transportation.

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

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

"Government vessels" means vessels for or on behalf of the United States or a U.S. government agency.

"U.S.-flag air carrier" means an air carrier having a certificate under 49 U.S.C. Chapter 42.

"Terminal" means any airport, port or other point of entry to the United States.

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

"U.S.-flag air carrier" means an air carrier having a certificate under 49 U.S.C. Chapter 42.

(b) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 1241ff) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States to determine whether service by those carriers is available and, if it is, to submit an annual written report to Congress setting forth the extent that service by those carriers is available.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to:

(1) Ocean transportation foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(2) Ocean transportation of supplies purchased under the Arms Export Control Act of 1976 (22 U.S.C. 2771 et seq.)


(4) Subcontracts or purchase orders for the acquisition of commercial items unless:

(i) This clause is included;

(A) A contract or agreement for ocean transportation services;

(B) A construction contract;

(ii) The requirement is being transported are:

(A) Items the Contractor is reselling or distributing to the Government without any added value. Generally, the Contractor does not add value to the items when it subcontracts items for t.o. destination shipment;

(B) Shipped in direct support of U.S. military;

(C) Packed or shipped in direct support of U.S. military;

(D) Shipped in direct support of U.S. military;

(E) Shipped in direct support of U.S. military;

(F) Shipped in direct support of U.S. military;

(G) Shipped in direct support of U.S. military;

(H) Shipped in direct support of U.S. military;

(I) Shipped in direct support of U.S. military;

(j) Guidance for fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Marine Administration, 400 Seventh Street, SW, Washington, DC 20590 Phone: 202-268-2324

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

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 1241ff) requires that all Federal agencies and Government contractors and subcontractors use privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage involved under this contract or any prior contracts.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage involved in the transportation of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, general cargo ships, and tankers) accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel --

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

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

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

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

(1) The Office of Cargo Preference, Maritime Administration (MARPA-590)

400 Seventh Street, SW

Washington, DC 20590

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract or this facility.

(d) The Laboratory Procurement Representative may terminate this contract or take other action as the principal authorized by this clause if the Contractor fails to comply with the intent and spirit of the EPCRA and PPA toxic chemical filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall --

(1) Use competitive subcontracts expected to exceed $100,000 (including all options), and include a solicitation provision substantially the same as the provision at FAR 52.222-5, Notice of Certification of Toxic Chemical Releases; and

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

20. APPLICABLE LAW (OCT 1999)

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

21. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This clause does not apply to small business concerns.

a. Definitions. As used in this clause

"Small Business Concern" 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. 1601, et seq.) which is considered an economically disadvantaged or socially disadvantaged veteran-owned small business;

"Commercial item" means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items.

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

"Small disadvantaged business" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services from a small business concern as a subcontractor.

"Subcontractor" means any business concern, sole proprietorship, partnership, joint venture, or other organization which is a subcontractor to a prime contractor, as defined in this clause.

"Veteran-owned small business" means a business concern in which at least 51 percent of the stock or equity ownership is owned by one or more persons who served in the United States Armed Forces and who were discharged or released under conditions other than dishonorable.

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 business concerns, service-disabled veteran-owned small businesses, HUBZone small business concerns, disadvantaged disadvantage, and with women-owned small business concerns and where the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, disadvantaged disadvantage, and women-owned small business concerns with a separate part for the contract and separate parts for each option if any. The plan shall be based on the most recent Small Business subcontracting plan that shall be negotiated within the time specified by the Laboratory Procurement Official. Failure to submit and negotiate the subcontracting plan shall cause the offeror ineligible for award of a contract.

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

1. Goals, expressed in terms of: (a) total planned subcontracting dollars, for the use of small business concerns; (b) total planned subcontracting dollars for small disadvantaged veteran-owned small businesses, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors.

2. The offeror shall include all subcontracts that are an award of performance, and subcontracting plans that are included and may include any subcontracting plan that is not otherwise included, and includes all subcontracting plans that are included in the offeror’s offer.

3. The offeror shall submit the subcontracting plan to the Government, which the Government shall consider and include in its small business plan and in the overall procurement plan of the Government agency concerned.

4. The offeror shall submit the subcontracting plan to the Government, which the Government shall consider and include in its small business plan and in the overall procurement plan of the Government agency concerned.

5. Where one or more subcontractors are in the subcontracting plan, the offeror shall designate the appropriate contractor(s) to count the subcontract towards its small business goals.

6. The offeror shall designate the appropriate contractor(s) to count the subcontract towards its small business goals.

7. The offeror shall designate the appropriate contractor(s) to count the subcontract towards its small business goals.
A. In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
B. If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
C. The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within three days of the date of the subcontract award.
D. If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

2. A statement of—

i. The name of the individual employed by the offeror who will administer the offeror’s total projected sales, expressed in dollars, and the total value of subcontracting opportunities in this clause.

A. Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
B. Business development organizations;
C. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small businesses; and
D. Veterans service organizations.

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

2. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a wide notice of the method used to determine the proportionate share of indirect costs to be incurred—

A. Whether small business concerns were solicited and if not, why not;
B. Veteran-owned small business concerns;
C. Service-disabled veteran-owned small business concerns;
D. HUBZone small business concerns;
E. Small disadvantaged business concerns, and Women-owned small business concerns.

3. The report shall be submitted semi-annually during contract performance for the purpose of obtaining a subcontract that is to be included as part of all or a goal contained in the Contractor’s subcontracting plan.

a. The original of each subcontracting report may be submitted in eSRS.

ii. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

3. 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;

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

5. The report shall be submitted concurrently with the offeror’s semi-annual report of its subcontracting program, and a description of the duties of the individual.

6. Depending on the efforts of the offeror to assure that business small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

8. Provide the prime subcontractor with the subcontracting plan.

A. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of offers, and other support needed to encourage the participation of such concerns.

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;
G. If applicable, the reason award was not made to a small business concern;
H. Records of internal guidance and encouragement provided to buyers through—
   i. Workshops, seminars, training, etc.,
   ii. Electronic Subcontracting Reporting System (eSRS),
   iii. Outreach, assistance, counseling, or publicizing subcontracting opportunities in this clause.

a. The Revised report shall be submitted concurrently with the offeror’s semi-annual report of its subcontracting program, and a description of the duties of the individual.

b. The report shall be submitted semi-annually during contract performance for the purpose of obtaining a subcontract that is to be included as part of all or a goal contained in the Contractor’s subcontracting plan.

c. The report shall be submitted semi-annually during contract performance for the purpose of obtaining a subcontract that is to be included as part of all or a goal contained in the Contractor’s subcontracting plan.

2. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a wide notice of the method used to determine the proportionate share of indirect costs to be incurred—

A. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of offers, and other support needed to encourage the participation of such concerns.

a. The report shall be submitted concurrently with the offeror’s semi-annual report of its subcontracting program, and a description of the duties of the individual.

b. The report shall be submitted semi-annually during contract performance for the purpose of obtaining a subcontract that is to be included as part of all or a goal contained in the Contractor’s subcontracting plan.

3. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

5. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

6. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

7. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

8. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

9. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

10. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

11. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

12. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

13. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

14. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

15. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

16. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

17. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

18. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

19. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

20. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

When a subcontracting plan contains separate goals for the basic contract and each subcontract, as prescribed by FAR 52.215-1, the goal target goal insisted on this report shall be the sum of the base period through the ‘current’ option, for example, for a report submitted after the second period, the goal target shall be the sum of the goals for the basic contract, the first option, and the second option.

The authority to receive, acknowledge, or reject the SSR resides—

A. In the case of the prime with the Contracting Officer; and

B. In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

2. SSR

A. Reports submitted under individual contract plans—

(1) This report encompasses all subcontract awards under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontract.

(2) The report may be submitted on a corporate, company, or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the awarding agency.

B. If a prime Contractor and/or subcontractor is performing work for more than one executive agency, the report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $650,000 (over $1.5 million for construction of a public facility).

C. If a prime Contractor and/or subcontractor is performing work for more than one executive agency, the report shall be submitted for all contracts awarded by military departments and agencies and/or DoD Directed Competitive Solicitations. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

D. For NASA and the report shall be semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, the report shall be submitted semi-annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

E. Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

F. The authority to acknowledge or reject SSRs in eSRs, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contract unless stated otherwise in the contract.

B. The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

C. The report shall be submitted annually, within thirty days after the end of the Government’s fiscal year.

D. If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall maintain, in such form and number as may be required by the Laboratory, summarizing activities of the Contractor with the Government agency awarding the prime contract with the Government agency's contracts is over $650,000 (over $1.5 million for construction of a public facility).

E. The report shall be submitted for all contracts awarded by military departments and agencies and/or DoD Directed Competitive Solicitations. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

F. The report shall include subcontract awards in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the Contractor shall submit the required report on a Year-end Supplementary Report for Small Disadvantaged Businesses within 90 days of the date of submission of the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors with subcontracting plans, resides with the awarding agency of the United States who may be necessary to determine the extent of the subcontract awarding the small disadvantaged business concerns.

C. The report shall be submitted to each executive agency, a separate report shall be submitted to each executive agency, the Contractor shall specify the percentage of dollars responsible for work performed by small disadvantaged business concerns with NAICS Industry Subsector. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the Contractor shall submit the required report on a Year-end Supplementary Report for Small Disadvantaged Businesses within 90 days of the date of submission of the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors with subcontracting plans, resides with the awarding agency of the United States who may be necessary to determine the extent of the subcontract awarding the small disadvantaged business concerns with NAICS Industry Subsector.

22. UTILIZATION OF SMALL BUSINESSES CONCERNS (JAN 2011)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, service-disabled veteran-owned small business concerns, and women-owned small business concerns, shall be provided maximum practicable opportunity to perform contracts let by any Federal agency, including contracts and subcontracts for subcontracts, agreements, and other contracts for major systems.

(b) The management and daily business operations of which are controlled by one or more women, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and

(c) The management and daily business operations of which are controlled by one or more veterans; and

(d) Any reduction in the contract price under paragraph (a) of this clause due to defect or data (actually or by specific identification in writing), in accordance with FAR 15.408, whichever is later; or before pricing any subcontract modification involving a pricing data (including favorable and unfavorable changes), other than those resulting from the reduction.

(e) If the Contractor determines, under paragraph (a) of this clause, that a price or payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns, shall be provided maximum practicable opportunity to perform contracts let by any Federal agency, including contracts and subcontracts for subcontracts, agreements, and other contracts for major systems.

(f) Not less than 51 percent of which is owned by one or more service-disabled veteran-owned small businesses; and

(g) Servicen of or recognized by the Service-Disabled Veteran-Owned Small Business Program, as defined in 38 U.S.C. 4103(2) and the case may be, of all relevant information concerning the dispute.

2. REPORTS (OCT 1999)

The contractor shall furnish immediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the Laboratory at the end of the contract term. All reports delivered under this clause shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

25. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to certify to the Government that the subcontractor will submit certified cost or pricing data if required at the time of award.

(b) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(c) The person or persons preparing the report and the persons approving the report.

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this subpart requires submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall enter either—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and

(2) That is at least 51 percent owned by one or more women. WEB SEARCH

(1) The Contractor or subcontractor shall be made available to all contractors, subcontractors, or suppliers in the Government contracts, whether or not the small disadvantaged business concern is certified by the Administrator of the Small Business Administration. Pursuant to FAR 52.215-13, the Contractor shall notify the subcontractor immediately if there is a request to confirm that the subcontractor is a Small Disadvantaged Business (SDB) or a HubZone Small Business Concern.

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

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification to this contract involving a pricing data (including favorable and unfavorable changes), other than those resulting from the reduction.

(2) Be limited to subcontractor, in accordance with FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later.

(b) The Contractor shall require the subcontractor to certify to the Government that the subcontractor will submit certified cost or pricing data if required at the time of award.

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this subpart requires submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall enter either—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and

(2) That is at least 51 percent owned by one or more women. WEB SEARCH

(c) The Contractor shall require the subcontractor to certify to the Government that the subcontractor will submit certified cost or pricing data if required at the time of award.

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this subpart requires submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall enter either—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and

(2) That is at least 51 percent owned by one or more women. WEB SEARCH

(d) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and

(e) The management and daily business operations of which are controlled by one or more women.

(f) The authority to acknowledge or reject SSRs in eSRs, including SSRs submitted by subcontractors with subcontracting plans, resides with the awarding agency of the United States who may be necessary to determine the extent of the subcontract awarding the small disadvantaged business concerns with NAICS Industry Subsector.
28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a price reduction expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause was determined to be incorrect because of an error in the data or pricing information that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data at FAR 42.102-3(a)(9), and (2) (i) Except as prohibited by subpart (c)(2) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The subcontractor was not entitled to the amount of reduction under this subclause because the subcontractor was not entitled to the estimated price reduction; and

(B) The Contractor agrees not to raise the following matters as a defense:

(1) The subcontractor was not entitled to the amount of the price reduction if—

(a) The subcontractor, or its subcontractor, was not entitled to the amount of the subcontractor's price reduction;

(b) The subcontractor was not entitled to the amount of the subcontractor's price reduction if—

(i) The subcontractor's subcontractor was not entitled to the amount of the subcontractor's subcontractor's price reduction;

(ii) The subcontractor was not entitled to the amount of the subcontractor's price reduction if—

(A) The understated data were known by the subcontractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The subcontractor furnished the Contractor with certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give rise to a rejection of the contract. The price of the contract shall not be reduced even if the available supplies caused by the negligence of officers, agents, or employees of the Laboratory acting within the course of their employment.

32. 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 and maintain an inspection system acceptable to the Laboratory covering supplies under this contract and shall lend to the Laboratory for acceptance only those supplies that have been inspected in accordance with the inspection system and have been found to meet contract performance requirements. The contractor shall perform all duties of the system, and the Laboratory shall prepare and keep records evidencing an inspection made under the system and the results of the inspection. These inspections 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 reviews 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 release the contractor from responsibility for any reduction in the value of inspection or test samples.

(c) The Laboratory has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event, shall perform such test in a manner that will not unduly delay the work. The Laboratory assumes no contractual obligation to perform such inspection or test, and the contractor shall bear the expense of Laboratory inspections or tests made as other than the contractor's or subcontractor's premises; provided, that in case of rejection, the Laboratory shall not be liable for any reduction in the value of inspection or test samples.

(d) The Laboratory may also change the contractor for any additional cost of inspection or testing not otherwise provided in the contract Laboratory failure to inspect and accept or reject the supplies. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract.

(e) When supplies are not ready at the time specified by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test. The Laboratory may also change the contractor for any additional cost of inspection or testing not otherwise provided in the contract. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract.

(f) The Laboratory may exercise any right of review, whether exercised or not, whether provided for in the contract Laboratory failure to inspect and accept or reject the supplies. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract.

(g) The Laboratory may charge to the contractor the additional cost of inspection or test for any supplies not otherwise provided in the contract Laboratory failure to inspect and accept or reject the supplies. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract. The contractor shall be liable for the cost of any additional inspection or testing not otherwise provided in the contract.
Subcontracts for Commercial Items (Dec 2010)

(a) Definitions. As used in this clause—

(1) "Commercial item" means the meaning contained Federal Acquisition Regulation 2.101, Commercial Item.

(2) "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(3) "At any tier" means a transfer of items to the Laboratory when the subcontractor is at any tier in the Laboratory’s subcontracting chain, including the Laboratory.

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


(a) Definitions. As used in this clause—

(1) "Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price paid for the asset and all costs necessary to prepare the asset for use. Cancellation of the contract to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

(2) "Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

(b) The Contractor shall include the items of this clause, including this paragraph (d), in subcontracts awarded under this contract.

34. Permits or Licenses (Oct 1989)

Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses necessary to utilize facilities, acquire or sell products, or to perform services from Government property for use or for installation on other Government property.

35. Warranty of Services (May 2001)

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

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government for covering the services under this contract. Completes records of all inspections work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by this contract, to the extent feasible, at all times and during any of the term of this contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections, or tests of the premises of the Contractor or a subcontractor, the Contractor and any subcontractors shall furnish materials and services, at no cost to the Government, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these inspections.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to the contract requirements.

(2) Reduce the contract price to reflect the reduced value of the services performed.

(3) Cancellation of the contract to perform the services again or to take the necessary action to ensure future performance is in conformity with contract requirements, the Government may—

(1) Contract or order another contractor to perform the services at no cost to the Government that is directly related to the performance of such services; or

(2) Terminate the contract for default.

36. Warranty of Supplies (Dec 2011)

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

Energy-Saving Products

When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program's (FEMP) Energy Efficiency Requirements at all locations, whether or not new, if the product under consideration is subject to the Energy Efficiency Requirements. EnergyStar® qualified products or products conforming to the FEMP Energy Efficiency Requirements meet or exceed applicable ENERGY STAR performance standards. Information about these products is available for EnergyStar® at http://www.energystar.gov/products and FEMP at http://www.eere.energy.gov/femp/.

In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, (http://www.epa.gov/greening/energy/eo13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content, bio-based products, energy efficient products, water efficient products, and other environmentally preferable products and services. This guide is available on the Internet at http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf.

37. Assignment and Subcontracting (Oct 1999)

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

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

The Government shall deliver to the Contractor the Government-furnished property unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

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

Use of Government property.

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

Records of Government property.

The Contractor shall create and maintain records of all Government property accountable to the contract, including Government property and Contractor-acquired property.

Property management.

The Contractor shall be responsible for the Government-furnished and Contractor-acquired property.

Survivorship of property.

The Contractor shall hold the property as custodian for the Government and shall take the necessary action to ensure that the Government property is transferred to the Government at the conclusion of the contract except as stated otherwise in this clause.

Reimbursable contract line items under Fixed-Price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, fixture or lose its identity as personal property by being attached to any real property.

(ii) Required for normal maintenance; or

(iii) Authorized by the Laboratory Procurement Official.

(f) Contractor plans and systems.

I. Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to facilitate the following:

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

(ii) Receipt of Government Property. The Contractor shall receive Government property (including the delivery, construction, inspection to meet the property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

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Reimbursable contract line items under Fixed-Price contracts.

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(ii) Required for normal maintenance; or

(iii) Authorized by the Laboratory Procurement Official.

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I. Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to facilitate the following:

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

(ii) Receipt of Government Property. The Contractor shall receive Government property (including the delivery, construction, inspection to meet the property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

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

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Property management.

The Contractor shall be responsible for the Government-furnished and Contractor-acquired property.

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The Contractor shall hold the property as custodian for the Government and shall take the necessary action to ensure that the Government property is transferred to the Government at the conclusion of the contract except as stated otherwise in this clause.

Reimbursable contract line items under Fixed-Price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, fixture or lose its identity as personal property by being attached to any real property.

(ii) Required for normal maintenance; or

(iii) Authorized by the Laboratory Procurement Official.

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I. Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to facilitate the following:

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

(ii) Receipt of Government Property. The Contractor shall receive Government property (including the delivery, construction, inspection to meet the property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

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

Use of Government property.

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

Records of Government property.

The Contractor shall create and maintain records of all Government property accountable to the contract, including Government property and Contractor-acquired property.
Contractor inventory disposal

Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer. The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval.

Property closeout

The Contractor shall provide the Plant Clearance Officer with a list of government property that is no longer used for contract purposes and is to be returned to the supplier. This list shall include all government property, including government-furnished equipment, that is no longer used for contract purposes and shall be submitted to the Plant Clearance Officer within 45 days following acceptance of a scrap list.

Inventory disposal schedules

The Contractor shall submit an inventory disposal schedule to the Contractor for the purchase of government property as directed by the Plant Clearance Officer.

Contractor's inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Plant Clearance Official, the Contractor shall remove and destroy any markings identifying the property as Government-owned property prior to its destruction.

Contractor's maintenance program shall enable the identification, documentation, and protection of all government material furnished or acquired under any circumstances; however, if Government-furnished property is withdrawn or deauthorized, the Contractor shall not be entitled to an equitable adjustment under paragraph (i) of this clause. The Contractor shall store the property identified on an inventory disposal schedule as directed by the Property Administrator.

Contractor shall identify—

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

(b) The type of hazardous material.

(c) The type of metal and estimated weight.

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

(e) The loss, theft, damage or destruction is the result of an act of God.

(f) The loss, theft, damage or destruction is the result of an accident.

(g) The loss, theft, damage or destruction is the result of the failure of adequate property management practices or the loss, theft, damage or destruction of Government property did not result from the Contractor's failure to comply with the requirements of paragraph (j)(4) of this clause.

(h) The loss, theft, damage or destruction is the result of the failure to comply with the requirements of paragraph (j)(4) of this clause.

(i) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(j) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(k) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(l) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(m) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(n) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(o) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(p) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(q) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(r) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(s) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(t) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(u) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(v) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(w) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(x) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(y) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.

(z) The loss, theft, damage or destruction is the result of an act of God that is consistent with the supplier's customary practices.
40. KEY PERSONNEL (DEC 2000)

a. The personnel listed in Clause 39, 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;
2. Substantiate (including proposed substitutions) sufficient detail to permit evaluation of the impact on this contract;
3. Obtain the Laboratory Procurement Official's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any portion of its management or work force to be necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Laboratory Procurement Official prior to or concurrently with such action.

b. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

41. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall be required or permitted to work over 40 hours in any workweek unless they are paid at 1 and 1/2 times the basic rate of pay for all hours worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages and liquidated damages. The Contractor and subcontractor are liable for unpaid wages and liquidated damages if they violate the terms in paragraph (a) of this clause and, in addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government or the Laboratory. The Laboratory Procurement Representative will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Laboratory Procurement Representative will withhold from payments due under the contract sufficient funds to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Laboratory Procurement Representative will withhold payments from other Federal or Federally assisted contracts held by the Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Audit of basic records.

(1) The Contractor and its subcontractors shall maintain payroll and basic records to support the payment of wages and benefits. The Contractor and its subcontractors shall make the payroll and basic records available to the Government or the Laboratory at any reasonable time. The Government or the Laboratory may require as a condition of the work performed under this contract that the Contractor or subcontractor maintain basic records, which the Contractor is required to maintain at the reasonable cost and expense of the Contractor. The basic records shall include:

(a) The dates of work performed under the contract, along with the hours worked and the daily and daily wages earned; labor classifications, hourly rates of wages paid, daily and weekly hours of work, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 23 CFR 5.5(a)(3) implementing the Davis-Bacon Act;

(b) The Contractor or its subcontractors shall allow authorized representatives of the Laboratory Procurement Representative or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor shall require each subcontractor to allow authorized representatives of the Laboratory Procurement Representative or Department of Labor to interview employees in the labor force during employees’ working hours;

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may involve the employment of laborers or mechanics. The Contractor shall require that the respective provisions be included in any subsequent subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

42. WALSH-HEALEY PUBLIC CONTRACTS ACT (JUL 2010)

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount (or a combination of amounts) or a stated value of $15,000.00 or otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor. The such representations and stipulations shall be subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

43. INTEGRITY OF UNIT PRICES (JULY 2005)

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 costs within contracts on a basis that ensures that unit prices are in proportion to the items’ base cost and manufacturing or significant production of the period of distributing costs to items that distort unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except where there is little or no variation in base cost. Nothing in this paragraph prohibits the issuance of certified cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not commercial items; and petroleum products.

44. BUY AMERICAN ACT – SUPPLIES (FEB 2009)

(a) Definitions. As used in this clause—

(1) "Commercially available off-the-shelf (COTS) item"—(i) Includes any item of supply (including construction material) that is—

(1) A commercial item (as defined in paragraph (3) of the definition at FAR 2.101) sold in substantial quantities in the commercial marketplace; and

(ii) Offered for sale to, or purchased by, the Government less than 50 percent of the cost of the item in the commercial marketplace.

(3) "Title to property (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than $5,000 shall vest in the Contractor on completion of work unless the contrary is found to be advisable; provided that the Contractor obtained the Laboratory Procurement Official's approval before each acquisition, and the funds available for research and having an acquisition cost of $5,000 or more shall vest as set forth in this contract. If title to property vests in the Contractor under this paragraph, the Contractor hereby agrees that:

(i) No person in the United States or its outlying areas shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to property)."

(b) Domestic end product means—

(1) A product that will not manufacture or to which it will not contribute significant value;

(2) An end product manufactured in the United States; or

(3) An end product manufactured in the United States, but which the Contractor or subcontractor is not required to make available for sale, if the Contractor or subcontractor is not required to make a product available for sale in the United States that is comparable to the product.

(c) COTS item means—

(1) A commercial item (as defined in paragraph (3) of the definition at FAR 2.101) sold in substantial quantities in the commercial marketplace; and

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

(d) "Component" means any part of a product that is a product within the same product category as the end product.

(e) "Cost of components" means—

(i) For components acquired by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry code is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component described in paragraph (1) of this definition, plus allocatable overhead costs, but excluding profit.

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

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

(a) As used in this clause—

(1) "Domestic excise tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security or other taxes such as property or income taxes.

(2) "Domestic end product" means—

(i) Any product that will not manufacture or to which it will not contribute significant value;

(ii) An end product manufactured in the United States; or

(iii) An end product manufactured in the United States, but which the Contractor or subcontractor is not required to make available for sale.

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

"Domestic end product" means—

(i) A product that will not manufacture or to which it will not contribute significant value;

(ii) An end product manufactured in the United States; or

(iii) An end product manufactured in the United States, but which the Contractor or subcontractor is not required to make available for sale.

(4) "After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security or other taxes such as property or income taxes.

(5) "Cost of components" means—

(i) For components acquired by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry code is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component described in paragraph (1) of this definition, plus allocatable overhead costs, but excluding profit.

"Cost of components" means—

(i) For components acquired by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry code is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component described in paragraph (1) of this definition, plus allocatable overhead costs, but excluding profit.

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 termination is in the Government’s interest. The Government will notify the Contractor a Notice of Termination specifying the extent of termination and the effective date.

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

(c) The Contractor shall, without, liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.
In arriving at the amount due the Contractor under this clause, there shall be deducted—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, parts, and other materials furnished, stored, or otherwise made available by or under the Contract, except as provided in paragraph (b)(5) of this clause and if the contractor fails to submit the proposal within the time allowed, the Laboratory shall pay the contractor the amounts determined by the Laboratory Procurement Official as follows, but excluding items authorized for disposition by the Laboratory Procurement Official. The Contractor may request the Government to remove those items or enter into an agreement for the disposition of those items. The proceeds of any transfer or disposal will be applied to reduce any payments to be made by the Government—

(ii) Make reasonable provision for the preservation and protection of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest. The Contractor shall submit complete termination settlement proposals no later than 120 days from the effective date of termination, unless extended in writing by the Laboratory Procurement Official upon written request of the Contractor within this 120-day period.

After expiration of the plant clearance period as defined in Subpart 49.202 of the Federal Acquisition Regulation, the Contractor may submit to the Laboratory Procurement Official a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Laboratory Procurement Official. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 12 days of the effective date of termination, the Contractor shall remove or enter into a storage agreement. The Laboratory Procurement Official may verify the list by physical removal of the items, within 30 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Laboratory Procurement Official for the certification pursuant to paragraph (c) of this clause. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination. If the proposal is not received by the Laboratory Procurement Official upon written request of the Contractor within this 1-year period, the Laboratory Procurement Official may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Laboratory Procurement Official shall agree upon the amount to be paid or remaining, if any, to be paid because of the termination. The amount may include a reasonable allowance for profit on the work performed. However, the cost of the work performed under this paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by the amount of payments previously made by the Government for the work performed after the Contract was initiated. The contract shall be made effective by reducing the amount the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or otherwise amount that may be agreed upon and accepted by the Contractor and the Laboratory Procurement Official but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies and materials accepted by the Government for sold or acquired under paragraph (b)(9) of this clause, provided those supplies and materials were made during the time specified in this contract.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract that is included in subclause (g)(2)(ii) of this clause;

(3) A sum, as profit on subclause (g)(2)(ii) of this clause, determined by the Laboratory Procurement Official under 49.202 of the Federal Acquisition Regulation in effect on the date of the final settlement proposal, to be fair and reasonable, and if, in the judgment of the Laboratory, the Contractor would have sustained a loss on the retention of the property because of the circumstances, the Laboratory shall also pay the loss.

The rights and remedies of the Laboratory in this clause are in addition to any other rights and remedies provided by law or under this contract.

48. ANTI-KICKBACK PROCEDURES (OCT 2010)

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

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime subcontractor, or other employee, or agent of a prime Contractor, or subcontractor to a prime Contractor, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contractor," in this clause means a contractor that entered into a contract or subcontract entered into by the United States for the purpose of obtaining supplies, materials, equipment, services, or any kind of under a prime contract.

"Prime Subcontractor," in this clause means a contractor or subcontractor that enters into a contract or subcontract entered into by a prime Contractor to perform work under a prime contract.

"Subcontractor," in this clause means a contractor or subcontractor that enters into a contract or subcontract for the purpose of obtaining supplies, materials, equipment, services, or any kind of under a prime contract.

(1) "Commission," in this clause means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime subcontractor, or other employee, or agent of a prime Contractor, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) "Soliciting," in this clause means any direct or indirect solicitation, negotiation, or attempt to enter into a contract or subcontract for the purpose of obtaining supplies, materials, equipment, services, or any kind of under a prime contract.

(3) "Contractor," in this clause means a contractor or subcontractor that enters into a contract or subcontract for the purpose of obtaining supplies, materials, equipment, services, or any kind of under a prime contract.

(4) "Seller," in this clause means any person who has charge of the sale of supplies, materials, equipment, or services of any kind of under a prime contract.

(5) "Vendor," in this clause means a person who has charge of the sale of supplies, materials, equipment, or services of any kind of under a prime contract.

(6) "Employee," in this clause means any person who has charge of the sale of supplies, materials, equipment, or services of any kind of under a prime contract.

(b) Illegal act.

For the purposes of this clause, an act is illegal if it is criminal or if it is not in accordance with the rules and regulations of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Laboratory Procurement Official under paragraph (e), (g), or (i) of this clause, except that if the Contractor believes that the Laboratory Procurement Official has failed to settle or to reflect the indicated rate of loss.

If the determination is disputed, the Contractor may file a proposal with the Laboratory Procurement Official for an equitable adjustment of the price(s) of the terminated portion of the contract. The Laboratory Procurement Official shall make any equitable adjustment agreed upon in the proposal by the Laboratory Procurement Official under the conditions set forth in paragraph (g) of this clause, and if approved by the Laboratory Procurement Official, the contractor may request the Government to remove those items or enter into an agreement for the disposition of those items. The proceeds of any transfer or disposal will be applied to reduce any payments to be made by the Government.

If the termination is partial, the Contractor may file a proposal with the Laboratory Procurement Official for an equitable adjustment of the price(s) of the continued portion of the contract. The Laboratory Procurement Official shall make any equitable adjustment agreed upon in the proposal by the Laboratory Procurement Official under the conditions set forth in paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, and if approved by the Laboratory Procurement Official, the contractor may request the Government to remove those items or enter into an agreement for the disposition of those items. The proceeds of any transfer or disposal will be applied to reduce any payments to be made by the Government.

If the contractor fails to submit the proposal within the time allowed, the Laboratory shall pay the contractor the amounts determined by the Laboratory Procurement Official because of the circumstances.

Unless otherwise provided in this clause, the contractor shall maintain all records and documents related to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and other material produced or acquired for the work terminated; and for the protection and preservation of the property. The Laboratory may withhold from those amounts any sum the Laboratory determines to be necessary to protect the Contractor against loss because of outstanding liens or claims on or before the effective date of termination, unless extended in writing by the Laboratory Procurement Official specifying the failure.

The Laboratory shall make any equitable adjustment agreed upon in the proposal by the Laboratory Procurement Official under the conditions set forth in paragraph (g) of this clause, and if approved by the Laboratory Procurement Official, the contractor may request the Government to remove those items or enter into an agreement for the disposition of those items. The proceeds of any transfer or disposal will be applied to reduce any payments to be made by the Government.
(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and (ii) direct that the prime Contractor withhold from sums owed a Subcontractor under the prime contract an amount of the kickback. The Contracting Officer may order that monies withheld under subsection (c)(4)(i) of this clause be paid over to the Government unless the Government has already offset those monies under subsection (c)(4)(i) of this Clause. In either case, the prime Contractor shall notify the Contracting Officer when the monies withheld are paid over.

(5) The Contractor agrees to incorporate the substance of this clause, including subsection (c)(4)(i) and (ii), in all subcontracts under this contract which exceed $150,000.

49. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a contractor.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Sudan and the Democratic People’s Republic of Korea have prohibitions that are most frequently enforced by the United States and its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR chapter V and on OFAC’s website at http://www.treas.gov/ofac.

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

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

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an agency’s prospective subcontractor, nor an agent of such person, that would give any such person the right to make or have the right to prevent any person or entity frommaking or having the right to make, any offer or sale, or agreement to offer or sell, goods or services to the Government. The prohibition in paragraph (a) of this clause does not preclude the Contractor from entering into any agreement with the Government. The Contractor shall not enter into an agreement with an agency’s prospective subcontractor that would give such an agency’s prospective subcontractor the right to make or have the right to prevent any person or entity from making or having the right to make, any offer or sale, or agreement to offer or sell, goods to the Government. The Contractor shall not enter into an agreement with an agency’s prospective subcontractor that would give such an agency’s prospective subcontractor the right to make or have the right to prevent any person or entity from making or having the right to make, any offer or sale, or agreement to offer or sell, services to the Government. The Contractor shall not enter into an agreement with an agency’s prospective subcontractor that would give such an agency’s prospective subcontractor the right to make or have the right to prevent any person or entity from making or having the right to make, any offer or sale, or agreement to offer or sell, commercial items to the Government. The Contractor shall not enter into an agreement with an agency’s prospective subcontractor that would give such an agency’s prospective subcontractor the right to make or have the right to prevent any person or entity from making or having the right to make, any offer or sale, or agreement to offer or sell, noncommercial items to the Government. The Contractor shall not enter into an agreement with an agency’s prospective subcontractor that would give such an agency’s prospective subcontractor the right to make or have the right to prevent any person or entity from making or having the right to make, any offer or sale, or agreement to offer or sell, property released from Government control or property of the Government to the extent that any such property is subject to jurisdiction under United States export control laws.

(b) The Contractor shall submit to the address identified below, for prepayment audit, 661 IS INCLUDED WITH ALL INVOICES ( REGARDLESS IF PROPERTY IS BEING COMMERCIAL ITEMS OR NONCOMMERCIAL ITEMS) the Contractor’s invoice to — Argonne National Laboratory, 9700 South Cass Avenue, Lemont, Illinois 60439.

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

51. PAYMENTS (FEB 2004)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the Laboratory in accordance with this contract (other than Government property). Payment shall be made on the basis of invoices, accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property — Contractor Requirements, shall be accompanied by the cost for such property in the fixed price charged to the Laboratory.

(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 performance of the contract for which the contractor is entitled to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost in a unit price.

(ii) Any reasonable payment to a person, other than an officer or employee of a covered Federal action, for advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

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

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

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

(a) Definitions.

(1) "Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 4.201.

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

(i) A solicitation for a covered Federal action.

(ii) Making any Federal loan.

(iii) Entering into any cooperative agreement.

(iv) Requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(5) The Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 15 days an updated OMB Form LLL.

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

(1) Agency and legislative liaison by Contractor employees.

(i) Payment to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information in connection with an agency’s legislative activities is an agency’s legislative activity.

(ii) Participating in an agency’s discussion with lobbying registrants or individuals performing services, the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 15 days an updated OMB Form LLL.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(iii) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (c)(2) of this clause are permitted.
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 furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

54. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms, wash rooms, cafeterias and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by ethnicity or race, color, religion or national origin because of written or oral policies or employee custom. The term does not include single-user restrooms or offices, or single-user restrooms or offices provided for employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

55. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

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

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

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

1. Does not include any item of supply (including construction material, software, or services) that is –

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without limitation in terms of delivery, payment or price, by means of negotiation, sealed bid, or other competitive means; or

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

(c) The Government suspends or debars Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(d) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the contractor, in writing, whether of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

58. RESEARCH MISCONDUCT (JUL 2006)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to the contract. Any action taken under this clause is consistent with the Federal policy of research misconduct set forth in 42 U.S.C. 210(a).

(b) Unless otherwise instructed by the Laboratory Director in the Area of Research, the contractor will:

1. Identify and, where appropriate, report to the DOE, any research misconduct that is identified.

(c) If a finding is made that there is sufficient evidence to proceed to an investigation, the contractor will:

1. Conduct an investigation of the research misconduct.

2. Submit a final investigative report to the DOE for review and action.

3. Public disclosure.

4. In the event of a finding of research misconduct and an identification of appropriate remedies by the DOE, the contractor will:

1. Take appropriate action, up to and including termination of the contract.

2. Ensure that all remedies are implemented.

3. Ensure that all records are retained.

4. Ensure that all corrective actions are taken.

(d) The contractor shall keep the DOE informed of any new allegations of research misconduct.

(e) The contractor shall:

1. Report all new allegations of research misconduct to the DOE within 30 days.

2. Ensure that all records are retained.

3. Ensure that all corrective actions are taken.

57. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

1. Threats of serious harm or to physical restraint against any person;

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

3. Any other conduct that the person would reasonably believe to be a threat of physical harm to the person, or another person with whom the person has a relationship as defined in subsection (e) of this section.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for a debt, if the value of those services as reasonably assessed is not applied toward the discharge of that debt, and the debtor is not and will not be allowed to retain anything of value to which he or she has a right or claim other than the discharge of that debt.

(e) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a specific basis for believing or having reason to believe that the violation of clause (c) of this clause would not recur.

(f) Penalties.

1. Exceed $30,000 in value; and

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a specific basis for believing or having reason to believe that the violation of clause (c) of this clause would not recur.

(h) Penalties.

1. Exceed $30,000 in value; and

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

(i) The actions that will be taken against employees for violations of this policy.

(j) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(k) The actions that will be taken against employees for violations of this policy.

(l) Any information it receives from any source (including host country law enforcement) that alleges a violation of this policy.

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

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

(o) The contractor shall comply with the requirement of “DOE Contractor Employee Protection Program” 10 CFR part 708 for work performed on behalf of DOE directly related to facilities at DOE-owned or -leased sites.

(p) The contractor shall—

1. Establish the claimant’s right to an informal hearing or appropriate remedy that may be applicable.

2. Any other conduct that the person would reasonably believe to be a threat of physical harm to the person, or another person with whom the person has a relationship as defined in subsection (e) of this section.

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

4. The abuse or threatened abuse of legal process.

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60. The abuse or threatened abuse of legal process.
The requirement is to be flowed-down to all subcontractors at any tier. Country “may be denied access and/or participation in activities with Argonne National Laboratory. May take up to one year after the internal approvals have been processed. For visits or assignments involving a foreign national from a “Terrorist Supporting Country”, (which once obtained, an indices check is valid for two years). Days after completion of all required pre-clearance documents, but can take considerably longer notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews access to a security area of the Laboratory or access to a sensitive subject, at least 30 days advance notice regarding substantive allegations against them, a description of the allegation and the basis for the request to conduct the inquiry should be completed within 120 days of initiation, and adjudication should be completed within 60 days of receipt of the record of investigation. Confidentially, to the extent possible, consist with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know. Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel laws, policies, and the contractor’s policies. The contractor will take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct. The Laboratory reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. The contractor’s ability to conduct the inquiry and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If the contractor pursues any such action, it will inform the subject of the action and any applicable appeal procedures. Delinquent. “Adjudication” means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken. “Fabrication” means making up data or results and recording or reporting them. “False Data or Results” means manipulating research materials, equipment, or processes, or changing or creating data or results such that the research is not accurately represented in the research record. “Finding of Research Misconduct” means a determination, based on a preponderance of the evidence, that there have been research misconduct by an individual(s). Such a finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community, and has resulted from more than trivial error. “Inquiry” means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation. “Institutional Review Board” means the appropriate institutional board or administrative body responsible for oversight and regulation of the relevant facts. “Plagiarism” means the appropriation of another person’s ideas, processes, results, or words without appropriate credit. “Research” means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals. “Research Misconduct” means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion. “Research Record” means the record of all data or results that embody the facts resulting from scientists’ inquiries, including, but not limited to, research proposals, laboratory records, both electronic and paper records, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles. (g) By executing this contract, the contractor provides its assurance that it has established an appropriate process for investigating, making a finding of, and investigating, if necessary, allegations of research misconduct, and that it will comply with its own administrative process and the requirements of 10 CFR part 732 for performing an inquiry, possible mediation, investigation and reporting of research misconduct. (h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in all subcontracts that involve research.

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

Site Access
Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. New requests must be submitted on Form ANL-933. Non-U.S. citizens must not be assigned to a site with a Non-Sensitive Access Area, or an Sensitive Area or site on more than 30 days in a 12-month period. A certified host must be assigned for each visit or assignment. Form ANL-993 should be submitted as far in advance as possible (a minimum of 30 days in advance for a site with a non-sensitive access area, site visit or visitor area).

For assistance (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or access to a security 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 are conducted. Any DOE-issued pass approved prior to this effective date that was not specifically approved by a specific security plan is required to be submitted to the Foreign Visits and Assignments Office with the new request. The contractor is responsible for requesting the visit or assignment. In addition, once an export license is granted, such licenses may take up to one year after the internal approvals have been processed. The time frames indicated above shall not constitute the basis for any equitable adjustment or claim to the contractor for performance 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 the People’s Republic of China, or citizens of any “Terrorist Supporting Country” may be denied access and/or participation in activities with Argonne National Laboratory. The requirements to be flowed-down address the seriousness of any tier.

60. 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 or re-export. This includes, but is not limited to, any information transmitted through visits or workshops, or through computer networking is an export. If a foreign national observes equipment or a process, it may constitute an export of technical data, if significant details are revealed. It is solely the contractor’s obligation to obtain all appropriate export licenses, record required records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate Government, if the contractor agrees to not export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

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

The United States is committed to technology exchanges that are consistent with Department of energy U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is excepted from U.S. export control laws and regulations, Argonne has certain responsibilities in the event of the export control laws and regulations to ensure its compliance with export controls. An export can occur through a variety of means, including oral communications, written documents, exchange of visits, or transfer of technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered an export. You and the Laboratory can be held liable for improperly transferring controlled technologies.

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

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications
- If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep them neatly organized by mail box, telephone, facsimile, or by secure electronic transfer; keep your trip, presentations and discussions limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to Laboratory research or programs. Further elaboration, additional details, may be considered an export of technologies and need an export license prior to release.

62. CONFLICTS OF DOCUMENTATION (MAY 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE 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 brought to the attention of the Laboratory Procurement Official. Such 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 work under the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

63. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 2002)

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

64. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT Messaging WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause—

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

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the system prior to your trip, presentations and discussions must be limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to Laboratory research or programs.

(b) The Contractor is encouraged to—

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

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

(ii) Privately-owned vehicles when on official Government business or when operating on the public roadways.

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

(a) Establish procedures and requirements for the evaluation of existing programs to prohibit text messaging while driving; and

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

(c) The Contractor shall ensure that all subcontractors provide adequate notice and/or signage to its employees.

65. INTEGRATION CLAUSE (MAY 2001)

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

66. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must...
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

3. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.

4. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.

5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [Use Form DOE F-1300.2 (05/2010)].

6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

68. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
# HEADMARK LIST

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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)