APPENDIX A

ARGONNE TERMS AND & CONDITIONS
(For Fixed Price Contracts)

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1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

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

(b) Definition. "Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Energy Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for employment with the Department or any of its contractors with respect to work under its contract with the Department at the time the particular position is available.

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

(d) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 603 expected to exceed $500,000).

2. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

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

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

"Bona fide employee," as used in this clause, means a person, employed by a contractor and soliciting for the contractor business without making any request or promise to exert improper influence to solicit or obtain Government contracts or holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Improper influence," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

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

3. EQUAL OPPORTUNITY (MAR 2007)

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

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor is found to be a noncompliant Federal contract manufacturer or subcontractor that has an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirement for affirmative action shall not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause if the Contractor extends a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60.57(c).

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

(i) Employment;

(ii) Upgrading;

(iii) Promotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

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

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(5) The Contractor shall, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer to be posted by the labor union or workers representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, and reports, and if requested by the contracting agency, the contractor's affirmative action plans, and the corrective action plan, if any, not later than 90 days after the date of contract award. The contractor shall submit the plans and reports to the Director of the Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

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

2. EMPLOYMENT REPORTS VETERANS (JULY 2014)

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

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

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

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

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

(c) The Contractor shall report the above items by completing the Form VETS-101A entitled "Federal Contractor Veterans' Employment Report (VETS-101A Report)."

(d) The Contractor shall submit VETS-101A Reports no later than September 30 of each year.

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

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

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

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-101A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

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

5. EQUAL OPPORTUNITY FOR VETERANS (JULY 2014)

(a) Definitions. As used in this clause—

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

(ii) "Active duty" means wartime or campaign badge service in the Armed Forces.

(b) The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

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

The Contractor shall as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

6. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496 (APR2010)

(APPLIES TO CONTRACTS EQUAL TO OR GREATER THAN $100,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), 29 U.S.C. 157, et seq., and the Fair Labor Standards Act (FLSA), 29 U.S.C. 201, et seq., and any rules, regulations, and orders of the Secretary of Labor. Federal contractors and subcontractors are required to post prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA are employed, including all places where notices to employees are customarily posted both physically and electronically.
7. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

(Aug 2010)

Applies To Contracts That Exceed $10,000 In Value

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and unobstructed form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, in languages in which the employees are customarily instructed both verbally and in writing, in the languages employees speak, in accordance with 29 CFR 412.1(2) and 412.3.

(i) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(ii) The Contractor shall post the notice electronically, on any Web site that is maintained by the Contractor and is customarily used for posting notices to employees about terms and conditions of employment, a link to the Department’s Web site that contains the full text of the poster. The link to the Department’s Web site, as referenced in (b)(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

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


(2) Provided by the Federal contracting agency if requested; or


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

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

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

(e) In the event that the Contractor’s contract with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part by the Department of Labor. The Contractor may be required to provide the required notice in a language other than English in accordance with 29 CFR 471.2(d) and subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR 412 or as otherwise provided by law.

8. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

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

(i) A commercial item as defined in paragraph (i) of the definition of COTS at 22.101.

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

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

(iv) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4)

(b) Employment verification requirements.

(i) The Contractor shall implement employee eligibility verification procedures and systems in accordance with the applicable laws and regulations of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 27, 2009, in the Commonwealth of the Northern Mariana Islands, rather than just those employees assigned to the contract.

(ii) The Contractor shall ensure that each employee assigned to the contract is verified within 90 calendar days after date of hire.

(iii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar the Contractor, the Contractor is excused from its obligations under paragraph (b)(2) of this clause. If the suspension or debarment official determines to suspend or debar the Contractor, then the Contractor shall remain enrolled less than 90 calendar days.

(iv) A subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (iv), in each subcontract.

(a) The Contractor shall determine the need for access to individually verified Social Security numbers, and any other information necessary to verify an individual’s identity, by using the Internet at the Department of Homeland Security Web site:

(i) http://www.dhs.gov/E-Verify

(b) The Contractor shall determine the need for access to an individual’s Social Security number, Social Security card number, or other information necessary to verify an individual’s identity, by using the Internet at the Department of Homeland Security Web site:

(i) http://www.dhs.gov/E-Verify

(c) The Contractor shall determine the need for access to an individual’s Social Security number, Social Security card number, or other information necessary to verify an individual’s identity, by using the Internet at the Department of Homeland Security Web site:

(i) http://www.dhs.gov/E-Verify

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar the Contractor, the Contractor is excused from its obligations under paragraph (b)(2) of this clause. If the suspension or debarment official determines to suspend or debar the Contractor, then the Contractor shall remain enrolled less than 90 calendar days.

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase or sale 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 contractor's use.

(ii) Commercial or noncommercial services (except for commercial services that are part of the purchase or sale 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 contractor's use.

(iii) Commercial or noncommercial services (except for commercial services that are part of the purchase or sale 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 contractor's use.

(iii) Includes work performed in the United States.

9. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(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, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall notify the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including actions for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and the work.

10. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, as set forth in the common security configurations available from the National Institute of Standards and Technology, at the following website:


11. SECURITY (OCT 2013) (DEVIATION)

Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and DOE information. The Contractor shall, in accordance with DOE security requirements and regulations, be responsible for protecting all classified information and all classified material (including data, code, software, electronic media, and equipment) and DOE information. The Contractor’s possession in connection with the performance of work under this contract against sabotage, theft, espionage, and technology diversion is a direct and primary security responsibility of the Contractor. The Contractor shall, upon completion or termination of this contract, transmit to DOE all classified material or special nuclear material in the possession of the Contractor or any person under the Contractor’s control engaged in performance of work under this contract. If retention of the Contractor’s classified information is required after the completion or termination of this contract, the Contractor shall identify the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified material

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

(c) Definition of Classified Information. The term "Classified Information" means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to be classified by any other unclassified national security information, or a foreign ownership, control or influence problem.

(d) Definition of Restricted Data. The term "Restricted Data" includes all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data classified or removed from the Restricted Data category pursuant to 42 U.S.C. 2112 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE and its predecessor agencies that the information does not relate primarily to the military utilization of atomic weapons; and (2) can be adequately protected as unclassified National Security Information. Any such information is subject to the same restrictions on transmission to other contracts, orders or subcontracts as was in effect in the written Restricted Data.

(f) Definition of National Security Information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure that is likely to cause injury to the national security.

(g) Definition of Special Nuclear Material. The term "special nuclear material" means: (1) plutonium, enriched in the isotope 239 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954, has been or can be reasonably expected to be utilized for a special nuclear material.

(h) Access Authorizations of personnel.

1. The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except as authorized by DOE, as defined in 42 U.S.C. 2112, as a national security information, or for reasons other than avoidance of national security information, or for reasons other than avoidance of classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

2. The Contractor shall not permit any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

3. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

4. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

5. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

6. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

7. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

8. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

9. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

10. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

11. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

12. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

13. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

14. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

15. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

16. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

17. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

18. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

19. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

20. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

21. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

22. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

23. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

24. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.

25. The Contractor shall not allow any individual to access classified information or matter or special nuclear material (in categories requiring access authorizations). In this clause, "information" means facts, data, or knowledge itself; "document" means the physical or electronic record; and "material" means a product or substance which contains any classified information.
16. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DECEMBER 2007)

(a) Definition. As used in this clause—

(1) "Energy-efficient product" means a product that—
   (i) Meets Department of Energy and Environmental Protection Agency criteria for the use of the ENERGY STAR® trademark label;
   (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.
   (2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (DOD SECNAV 5500.02).

(b) The contractor agrees—

1. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Air Act (42 U.S.C. 7418) relating to inspection, monitoring, entry, refusal, and notice as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and standards issued to implement any provision or the award of this contract.

2. That no portion of the work required by this contract will be performed in a facility listed under section 313(f) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA).

3. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed, and to insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

17. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) Unless otherwise exempt, the Contractor shall, or the operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11233(a) and (g)), and section 5807 of the Pollution Prevention Act of 1990 (PPLA) (42 U.S.C. 6927(b)) for all chemicals identified as "toxic chemical release reporting requirements", the annual Form R throughout the life of the contract.

(b) Notwithstanding the provisions of paragraph (a) relate and required for the performance of this contract, the Contractor is exempt from the requirement to file an annual Form R—

1. The facility does not manufacture, process, or otherwise use any toxic chemicals listed in section 313(b)(4)(A) of EPCRA, 42 U.S.C. 11223(b)(4)(A).

2. The contractor does not have 10 or more full-time employees as specified in section 313(b)(5)(A) of EPCRA, 42 U.S.C. 11223(b)(5)(A).

3. The facility does not meet the reporting threshold of toxic chemicals established under section 313(b) of EPCRA, 42 U.S.C. 11223(b)(10) (including the alternative thresholds under 40 CFR 372.57, provided an appropriate certification form has been filed with EPA).

(c) The facility does not fall within Standards Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

   (i) Major group code 10 (except 1011, 1081, and 1094).
   (ii) Major group code 12 (except 1241).
   (iii) Major group code 20 through 39.
   (iv) Major group code 10 (except 1011, 1081, and 1094).
   (v) Industry code 4911, 4913, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
   (vi) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6902, et seq.), or 5169, 5171, 5174, 5188, 5189, 5196, 5197, 5198, and 5199 (recovery services on a contract or fee basis)); or
   (vii) The facility is not located in the United States or its outlying areas.

(d) If the Contractor has certified to exempt in accordance with one or more of the criteria in paragraph (c) of this clause, and after award of the contract circumstances change so that any of its owned or operated facility falls within the exempt category, this contract is no longer exempt.

   (1) The Contractor shall notify the Laboratory Procurement Representative; and
   (2) The Contractor shall, or the operator of a facility used in the performance of this contract that is no longer exempt, shall—
      (a) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 of the prior calendar year during which the facility becomes eligible;
      (b) Continue to file the annual Form R for the life of the contract for such facility.

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

1. Include in any subsequent subcontract exceeding $100,000 (including all options), a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

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

i. Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of proposed subcontractors to support the sales for a commercial plan;

ii. Total dollar value of proposed subcontractors for small disadvantaged business (including ANC and Indian tribes); and

iii. Total dollars planned to be subcontracted to veteran-owned small business concerns.

2. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

a. Small business concerns;

b. Veteran-owned small business concerns;

c. Service-disabled veteran-owned small business concerns;

d. HUBZone small business concerns;

e. Small disadvantaged business concerns;

f. Women-owned small business concerns.

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

4. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veteran services organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

a. Small business concerns (including ANC and Indian tribes);

b. Veteran-owned small business concerns;

c. Service-disabled veteran-owned small business concerns;

d. HUBZone small business concerns;

e. Small disadvantaged business concerns;

f. Women-owned small business concerns.

6. 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.

7. A description of the subcontracting plan (other than one involving an employee-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for subcontracting goals for small business and small disadvantaged business concerns, or women's business concerns.

Cooperate in any studies or surveys as may be required;

Submit prime contractor to the contracting officer to help determine the extent of compliance by the offeror with the subcontracting plan;

Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontracting Report (SSR) using eSRS,

Provide its prime contractor number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISR, to its subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;

Provide each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISR, to its subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;

Insure that its subcontractors with subcontracting plans agree to submit the Individual Subcontracting Reports (ISRs), to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;

Solicit small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.

Insure that its subcontractors with subcontracting plans agree to submit the Individual Subcontracting Reports (ISRs), to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;

Provide each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISR, to its subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;

Insure that its subcontractors with subcontracting plans agree to submit the Individual Subcontracting Reports (ISRs), to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;

Provide each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISR, to its subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;
1. The master plan has been approved;  
2. The offeror ensures that the master plan is updated as necessary and provides copies of the plan to any subcontractor at the time of its award to the subcontractor; or  
3. The clause of this contract entitled “Utilization Of Small Business Concerns;” or

A. Trade associations;  
B. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged business, and women-owned small business concerns;  
C. Trademark associations;  
D. Universities and/or institutions of higher learning;  
E. Professional organizations;  
F. Local, State, and Federal government agencies;  
G. If applicable, the reason award was not made to a small business concern;  
H. Any report required by the Contract Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

A. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
B. The report shall be submitted annually, within thirty days after the end of the Government’s fiscal year.  
C. If a Contractor has not submitted a report under a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.  
D. The authority to authorize or reject SSRSs in eSSRS, including SSRSs submitted by subcontractors with subcontracting plans, resides with the Executive.  
E. The report submitted under a commercial plan—

i. The report shall be submitted semi-annually for the six months ending December 31 and the twelve months ending September 30. For civil agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each report period.

iii. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses, if applicable, to include a detailed list of subcontractors below the 5% threshold included in these reports with the exception of subcontracts under a contract awarded by the DoD. The report shall be submitted within 30 days after the close of each report period.

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

B. In the case of the prime Contractor, with the Contracting Officer; and

C. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged business, and women-owned small business concerns;  
D. Business development organizations;  
E. Reports issued under individual contract plans—

i. The report shall encompass all subcontracting under the commercial plan in effect during the Government’s fiscal year.  
ii. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
iii. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
iv. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.

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

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B. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
C. The offeror to the Government, including the name, address, and business size of each subcontractor. Subcontractors shall certify, in writing, that they comply with the reporting requirements stated in paragraph (d)(10) of this clause by providing evidence of their compliance.

A. Prior compliance of the offeror with other such subcontracting plans under previous contracts  
B. Subcontracting plans are not required from subcontractors when the prime contract contains data reported by prime Contractors and subcontractors shall be limited to awards made to lower tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

A. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
B. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
C. If a Contractor has not submitted a report under a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

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

A. Reports submitted under a commercial plan—

i. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
ii. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.  
iii. The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.
28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because: (1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or (2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data; or (3) Any of these parties furnished any data that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract cost was less than the prospective subcontract cost estimated by the Contractor provided that the actual subcontract price was not itself affected by defective certified cost or pricing data. (b) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the data were not submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data. (c) The Contractor shall be liable to and shall pay the United States at the time such overpayment is discovered: (i) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to the Contracting Officer at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2). (d) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

29. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011) (a) This clause shall become operative only for any modification to this contract involving a price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-3, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a price reduction expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-3, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a price reduction expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-3, on the date of agreement on price or the date of award, whichever is later. (b) If any price, including profit or fee, negotiated in connection with any modification under this clause, was increased by any significant amount, because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data; or (3) any of these parties furnished any data that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract cost was less than the prospective subcontract cost estimated by the Contractor provided that the actual subcontract price was not itself affected by defective certified cost or pricing data. (c) The Contractor shall be liable to and shall pay the United States at the time such overpayment is discovered: (i) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to the Contracting Officer at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2). (d) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

30. CHANGES—FIXED PRICE (OCT 1999) (a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the supplier, if any, make changes within the general scope of this contract in any or all of the following: (1) Drawings, designs, or specifications when the supplies to be furnished are to be fabricated, manufactured, or fabricated and manufactured for the Laboratory in accordance with the drawings, designs, or specifications. (2) Method of shipment or packing. (3) Place of delivery. (4) Description of services to be performed. (5) Any such change causing an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the authorized Laboratory Procurement Official shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall furnish the contractor with a statement of the change and the amount of the equitable adjustment. However, if the authorized Laboratory Procurement Official decides that the facts justify it, the authorized Laboratory Procurement Official may receive and act upon a proposal submitted before final acceptance by the Laboratory. (6) If the contractor’s proposal includes the cost of property made obsolete or excess by the change, the authorized Laboratory Procurement Official shall have the right to prescribe the manner of the disposition of the property. (c) The contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

31. EXTRA (OCT 1999) Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and their costs have been authorized in writing by the authorized Laboratory Procurement Officer.

32. RESPONSIBILITY FOR SUPPLIES (OCT 1999) (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance by the Laboratory, regardless of when or where the Laboratory takes physical possession, unless the contract specifically provides for earlier transfer of title. (b)Unless the contract specifically provides for earlier transfer of title, supplies shall remain with the contractor until, and shall pass to the Laboratory upon: (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or (2) Acceptance by the Laboratory or delivery of the supplies to the Laboratory at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

33. 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 laboratory may perform and have performed, at its discretion, qualitative and quantitative inspections and tests of the supplies to determine that the supplies conform to contract requirements. These tests shall be complete and made available to the Laboratory during performance of the contract and for as long as the contract is in effect. The Laboratory may perform inspections and evaluations as reasonably necessary to ascertain compliance with this paragraph. These evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, shall not relieve the contractor of the duty to keep the records required to perform the contract work. (c) The Laboratory reserves 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 before acceptance. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work. The Laboratory assumes no contractual obligation to perform
any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in this contract.  

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

(f) 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.

(g) The Laboratory may also charge the contractor for any additional cost of inspection or test when test results fail to provide satisfactory information.

(h) The Laboratory requires the contractor to reject or require correction or reperformance of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship of and performance and are not in conformance with contract requirements. The Laboratory may reject nonconforming supplies without or with discretion.

(i) The contractor shall provide the Laboratory with all permits or licenses required for the performance of Laboratory work by the contractor, the contractor’s agents, and the contractor’s subcontractors.

(j) The Laboratory shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. If the Laboratory fails or refuses to inspect and accept or reject the supplies, the contractor shall be reimbursed for the cost occasioned thereby.

(k) Inspections and tests by the Laboratory do not relieve the contractor of responsibility for defects or failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except as to latent defects, fraud, gross mistakes amounting to a breach of warranty.

(l) The Laboratory shall have an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection and test results shall be furnished by the contractor to the Government. Records made available to the Government shall be maintained in accordance with the requirements of the contract and any applicable laws, regulations, and standards of the United States Government.

(m) The contractor shall also make available to the Government a minimal number of additional clauses necessary to satisfy its contractual obligations.

37. WARRANTY OF SUPPLIES (DEC 2011)

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

Energy Star Products

When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify and deliver Energy Star qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficient Equipment Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available at: http://www.energystar.gov/products and FEMP at http://www.epa.gov/greenergypa/practices/fedenergyefficiency_requirements.html.

When the contract requires the specification or delivery of imaging equipment (i.e. copiers, duplicators, fax machines, facsimile machines, multifunction devices, printers, scanners), the contractor shall comply with FAR clause 52.223-31, Acquisition of EPEAT® Registered Personal Computer Products (JUN 2014) and FAR clause 52.223-14, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) shall apply.

In 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/ea/practices/13423.htm) and Executive Order 13314, Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content products, bio-based products, energy efficient products, water efficient fixtures and fittings, lead-free solder, ozone-depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: http://measmanage.energy.gov/documents/AcqGuides/0309Prev.pdf

38. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

(a) Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. The contractor shall not assign any part of the work to any other person or entity.

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

39. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)

(a) Definitions. As used in this clause—

(1) “Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondiscretionary items as covered by subparagraph (a) of this paragraph, under the terms of subcontracts.

(i) The Contractor shall insert the following clauses in subcontracts for commercial items:

(1) FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds $5,000,000 and has a performance period of one year or less. In addition, if the subcontract contains or proposes to contain more than $1,000,000 in small business subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor shall incorporate FAR clause 52.203-40, Subcontracting Opportunities Under the American Recovery and Reinvestment Act of 2009 (Jan 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(ii) FAR clause 52.219-9, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637). If the subcontract contains or proposes to contain more than $1,500,000 in small business subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor shall incorporate FAR clause 52.219-9 in lower tier subcontracts that offer subcontracting opportunities.

(iii) FAR clause 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) FAR clause 52.222-25, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212a)(i).

(v) FAR clause 52.222-6, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 304).

(vi) FAR clause 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) FAR clause 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2013) (E.O. 13498), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) FAR clause 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).


(x) FAR clause 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xi) FAR clause 52.247-4, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(ii) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
40. GOVERNMENT PROPERTY (AUG 2010)

(a) Definitions. As used in this clause—

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price and all asset and costs necessary to place the asset to a condition necessary for normal or expected use.

"Amounts due" means to remove parts from Government property for use or for installation on other Government property.

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

"Contractor inventory" means—

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

(2) Any property that the Government is obligated to provide at any time in order to perform the contract for which the Contractor has title.

"Contractor's managerial personnel" means the Contractor's directors, officers, managers, partners, or equivalent supervision or direction of the Contractor.

"Cover" means substantially all of the Contractor's assets at any one plant or a separate location.

"Demilitarization" means removing a product unduly military and, not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment does not include tangible items for which it was designed or is customarily used.

"Government-furnished property" means property possessed in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of the contract. Government-furnished property includes, but is not limited to, spares and property furnished for life, overhaul, or modification. Property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a contract when the Government acquired the property for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, test equipment, and real property. Government property does not include intellectual property or software.

"Government property administration" means the administration of government property to be provided during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an item. Material does not include equipment, special tooling, or test real property.

"Nonserviceable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

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

"Property Administrator" means an authorized representative of the Laboratory Procurement Official appointed in accordance with agency procedures, responsible for administering the government property requirements and obligations relating to Government property in the possession of the Contractor.

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

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-provided property.


"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, substance, radioactive materials, hazardous materials or wastes, or precious metals.

"Surplus property" means excess personal property not required by any Federal agency as determined by the Administrator of the National Stockpile System. "Property management.

(b) Property management.

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

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by an authorized representative of the Laboratory Procurement Official. This includes delivery, consumption, expenditure, sale, surplus property, or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This responsibility extends to all property governed by this clause, including the Contractor's own property, such as contractor's property, contractor's possession or control, including its vendors or subcontractors (see paragraph (l)(1)(v) of this clause).

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

(c) Use of Government property.

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

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

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

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Laboratory Procurement Official.

(3) The Contractor shall not cannibalize Government property unless otherwise provided by the Laboratory Procurement Official.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and fitness for delivery of Government-furnished property do not apply to any property acquired by or fabricated for the Contractor as contractor-acquired property and subsequently furnished to another contract with this Government.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Laboratory Procurement Official shall consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government- furnished property, after receipt and installation in a manner intended by the Government, the Contractor may not use the property in a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the Government's repair or replacement, if any, the Laboratory Procurement Official shall consider an equitable adjustment to the contract (see also paragraph (l)(1)(v) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being accepted. In such cases, the Government will warrant with respect to the serviceability and/or suitability of the property for contract performance. Repairs, reinstallation, and/or refurbishment shall be at the Contractor's expense.

(iv) Upon completion of any action(s) under paragraph (d)(3)(ii) of this clause, and the Contractor's timely written request, the Laboratory Procurement Official shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Contractor shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government. When property becomes a future or its identity as personal property by being attached to any real property.

(f) Fixed-price contracts.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government-furnished property") shall be delivered to the Contractor for use in connection with the provisions of this clause.

(i) Title vests in the Government for property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, the Contractor retains title to Government property until the Government makes payment for the property. The Contractor retains title to property acquired for use in the contract, the Contractor retains title to property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made available to the Government through a contract modification listing the item as Government-furnished property.

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

(A) The property shall be purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such property;

(B) The Contractor shall pass to and vest with the Government upon:

(1) Issuance of the property for use in contract performance;

(2) Commencement of processing of the property or its use in contract performance;

(3) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(ii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f.1) Contractor plans and systems.

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

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

(ii) Receipt of Government Property. The Contractor shall receive Government property in a deliverable condition, notify the information contained in the record requirements of paragraph (f.1)(6)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(iii) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action. If overages, shortages, or damages are not discovered by the Contractor, a written report and supporting documentation shall be submitted to the Laboratory Procurement Official.

(iv) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor due to the vendor's errors and/or any discrepancies incident to shipment.

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

(1) Property records shall include a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(i) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking).

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

(iii) Unit acquisition cost.

(iv) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(v) Unit of measure.
(vi) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final inventory shall be performed, and upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor’s system or the property is to be transferred to a follow-on contract).

(vii) Subcontractor control
(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of Government property.
(B) The Contractor shall ensure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor’s property management system.
(C) Reports. The Contractor shall do nothing to prejudice the Government’s rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(i) Such reports shall, at a minimum, contain the following information:
(1) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
(2) An increase, decrease, or substitution of Government-furnished property.
(3) Cause and corrective action taken or to be taken to prevent recurrence.
(4) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed.

(ii) Copies of all supporting documentation.

(iii) Last known location.

(iv) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(viii) Relief of stewardship responsibility: Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—
(A) Consumed or expended, reasonably and properly, or otherwise accounted for in the performance of this contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator’s directed responsibility for loss, theft, damage or destruction of Government property;
(B) Delivered or shipped from the Contractor’s plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor or
(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(ix) Utilizing Government property
(A) Government property shall be utilized, consumed, move, and stored Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material owned by the Government.

(x) Maintenance. The Contractor shall properly maintain Government property. The Contractor’s maintenance program shall ensure, to the extent practicable, and if possible, to the extent of such insurance or reimbursement. The allowability of insurance or reimbursement shall be determined in accordance with FAR 49.109.

(1) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and disposals of material and equipment.

(2) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significantly deficient results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis

(i) System analysis. The Government shall have access to the Contractor’s premises and all Government property, at reasonable times, for the purpose of reviewing, inspecting and evaluating the Contractor’s property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes Government property, sites locations and, with the Contractor’s consent, all subcontractor premises.

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

(iii) Should it be determined by the Government that the Contractor’s (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

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

(h) Contractor Liability for Government Property.
42. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see General Acquisition Regulation 22.303) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for each hour worked over 40 hours.

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

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from the appropriate Government funds any amounts incurred for liquidated damages under this clause. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the Contractor or its subcontractors that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payroll and basic records. (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Contract Work Hours Requirement.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor and subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in all subcontracts with laborers and mechanics and require subcontractors to include these provisions in any such lower tier 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.

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

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act (41 U.S.C. 33), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rules and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

44. INTEGRITY OF UNIT PRICES (OCT 2010)

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

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items’ base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that is an adjustment of the base cost of items is acceptable, but items created as a result of this adjustment shall be priced in a manner that ensures proportionality.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall identify those items that it will manufacture or purchase at prices which have not been validated by the Government. The Offeror/Contractor shall validate the prices for each of these items at a commercial marketplace.

(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 required; commercial items; and any other subcontract.

45. BUY AMERICAN ACT – SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

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

(i) Means any item of supply (including construction material) that is commercially available (as defined in paragraph (1)(ii) of this definition at FAR 2.101);

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

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

(iv) Does not include bulk cargo, as defined in 48 U.S.C. 40102(d), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost components* means the cost of all items of supplies.

(b) For components purchased 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 is declared) shall be considered to be within the scope of this clause.

(c) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (2) of this definition, plus allocable overhead costs, but excluding profit. Costs of components does not include any costs associated with the manufacture of the end product.
Domestic end product means—

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all its components. The components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in the United States shall be determined in sufficient and reasonable detail to show that commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles that are to be supplied and used to be acquired under the contract for public use.

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

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in the United States shall be determined in sufficient and reasonable detail to show that commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

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

(a) The Government may terminate performance of work under this contract in whole or in part; from time to time; or from performance of the work under which the Contractor is obligated to perform on the date

(b) After receipt of a Notice of Termination, and except as directed by the Laboratory Procurement Official

(c) The Contractor shall submit complete and accurate termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Laboratory Procurement Official up to a maximum of 120 days from the effective date of termination.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Laboratory Procurement Official shall submit the proposed settlement, but no later than 1 year from the effective date of termination, unless extended in writing by the Laboratory Procurement Official upon written request of the Contractor within this 1-year period.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Laboratory Procurement Official in the form and with the certification prescribed by the Laboratory Procurement Official. The Contractor shall correct the list, as necessary, before final settlement.

(f) The Contractor shall correct the list, as necessary, before final settlement.

Under this contract, credite to the price or cost of the work, or paid in any other manner, the Contractor directs to the Laboratory Procurement Official

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial and preparatory expenses attributable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraphs (g)(1) of this clause;

(ii) The cost of paying and setting up termination settlement proposals under termination settlement deliberations that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause;

(iii) A sum, as profit on subvl. of this clause, determined by the Laboratory Procurement Official, based on the terms and conditions of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, the amount of any profit determined by the Laboratory Procurement Official under this clause may be reduced to reflect a loss on the entire contract if it has been completed, the Laboratory Procurement Official may allow a profit under this subdivision (g)(3)(ii) and shall reduce the settlement to reflect a loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting and legal expenses reasonably necessary for the preparation of settlement proposals and supporting data;

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

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation of property covered by this contract;

(iv) Extent for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Laboratory Procurement Official shall not be charged on any excess payment due to a reduction in the Contractor's right, title, and interest of the Contractor under the subcontracts terminated, in which case the Contractor shall repay the excess to the Government upon demand, together with interest computed from the date of the retention or disposition, or a later date determined by the Laboratory Procurement Official because of the circumstances.

(k) If the termination is partial, the Contractor may file a proposal with the Laboratory Procurement Official for an equitable adjustment of the (proportion) of the terminated portion of the contract, the Contractor at any time within 3 years after the date of this notice of termination or any extension thereof, and any request for equitable adjustment, whether in accordance with the Federal Acquisition Regulation or section 106 of the Federal Property and Administrative Services Act of 1949, 41 U.S.C. 650, or any other law, shall be governed by the Federal Acquisition Regulation in effect on the date of this contract.

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

(n) The Government may, under the terms and conditions it prescribes, make partial payments and payments in kind out of the funds available for the terminated portion of the contract, if the Laboratory Procurement Official believes the total of all payments and payments in kind to be made during the term of the contract to be less than the amounts to be paid in accordance with the above:

(o) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed from the date of the excess payment from the date of the excess payment.

(p) Interest shall not be charged on any excess payment due to a reduction in the Contractor's right, title, and interest of the Contractor under the contracts terminated, in which case the Contractor shall repay the excess to the Government upon demand, together with interest computed from the date of the excess payment.
50. RESTRICTION 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 supply or service if a well-documented, reasonable suspicion exists that the supply or service was acquired pursuant to OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of OFAC’s restrictions and sanctions are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/ofices/enforcement/ofac/sdrio. More information about these restrictions, as well as updates, is available on OFAC’s website at 31 CFR chapter V and/or on OFAC’s website at http://www.treas.gov/ofices/enforcement/ofac.

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

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

APPLICABLE TO CONTRACTS WHICH EXCEED $100,000

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

(b) The prohibition in paragraph (a) above shall not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the Contractor shall in good faith determine whether any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

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

52. PAYMENTS (FEB 2004)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by electronic funds transfer to the Laboratory’s bank or by check, electronic funds transfer, or as the parties may agree otherwise. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received by Laboratory Accounting. The amount of the discount may be included in the invoice or payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(b) Property.

(1) The Laboratory shall retain title and the right to dispose of Government property, including the disposal of property that is personal property acquired with a Federal government contract, grant, cooperative agreement, loan, or other Federal funds, that is treated differently from any other prospective purchaser for the sale of the commercial item(s).

(2) The Laboratory’s right to terminate this contract under subdivisions (1)(ii) and (1)(iii) of paragraph (a) below, and any remedies provided by law or under this contract.

(c) The Laboratory may withhold from these amounts any sum the Laboratory determines to be excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight or transportation delays of an unusual severity, or (9) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight or transportation delays of an unusual severity, or (9) unusual severe weather.

(d) The Laboratory may withhold from these amounts any sum the Laboratory determines to be excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight or transportation delays of an unusual severity, or (9) unusual severe weather.

(e) The Laboratory may withhold from these amounts any sum the Laboratory determines to be excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight or transportation delays of an unusual severity, or (9) unusual severe weather.

(f) The Laboratory may withhold from these amounts any sum the Laboratory determines to be excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight or transportation delays of an unusual severity, or (9) unusual severe weather.

(g) The Laboratory may withhold from these amounts any sum the Laboratory determines to be excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight or transportation delays of an unusual severity, or (9) unusual severe weather.

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

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

(a) Agency means “executive agency” as defined in Federal Acquisition Regulation (FAR) 2.101.

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

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

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

(c) Person means “employee of an agency” and “officer of an agency” as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and also Alaskan Natives.

(d) Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an employee or officer of any agency, a Member of Congress, an lobbyists, or any other individual who is a Member of Congress, an employee of an agency, or a member of a municipal board or commission. A person who is an employee of a Member of Congress in connection with any covered Federal action.

(e) Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intergovernmental special district, a council of governments, a sponsor government or representative authorized by the office of an agency, an employee of an agency, or an employee of an agency.

(1) The Contractor shall submit the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that are paid –

(A) By the Contractor and added to the invoice for contractor supplied goods and/or services.

(B) By a first-tier subcontractor and added to the invoice for contractor supplied goods and/or services.

(C) Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained off-site by the Contractor and made available for on-site audits.

(D) Contractors shall submit the above referenced transportation documents with Contractor's invoice to - Argonne National Laboratory, 970 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439.

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

This clause applies to all subcontracts that exceed $150,000.
(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract, the extension, renewal, amendment, or modification of this contract.

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

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause
(2) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying
(3) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to

54. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, or the contractor appoints a receiver, trustee, or other representative of the bankrupt estate, the contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each such notification shall be retained in the subcontract file of the awarding Contractor.

55. PROHIBITION OF SEGREGATED FAMILIES (FEB 1999)

(a) "Segregated families," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants or other eating places, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by specific race, color, or national origin, and that do not permit employees of different nationalities, races, or national origins to work together on an equal basis. This prohibition includes facilities that are operated by Federal agencies or contractors that serve employees of the Federal Government.

56. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

This clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An payment of Federal appropriated funds to Federal awards subject to the civil penalties for violation of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An

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

This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4722 by section 826 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.808

58. 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) Means any item of supplies (including 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) Not products (for examples, see FAR 3.803(a)(2)(iii)).

(b) 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 make a payment to any subcontractor providing a commercially available off-the-shelf item if the subcontractor is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling Government interest. The Contractor shall require each subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Government the name of the subcontractor, or its principals, if it is debarred, suspended, or proposed for debarment by the Federal Government.

(c) The Contractor shall require each subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Government if the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling Government interest. The Contractor shall require each subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Government if the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling Government interest. 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59. 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;
(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct, and is required to:

(1) Notify its employees of—

(a) The contractor's policy on research misconduct, and the possible penalties for engaging in conduct that violates this policy; and

(b) The rights an employee will have in connection with the investigation, such as the right to make a complaint in confidence, to have an advocate, and to appeals; and

(c) The responsibilities of employees to report research misconduct.

(2) Take appropriate action, up to and including, termination of a subcontract; or

(b) Requiring the Contractor to terminate a subcontract; or

(c) By executing this contract, the contractor provides its assurance that it has established an adequate system for the prevention, detection, and correction of research misconduct, and is required to:

(1) Any information it receives from any source (including host country law enforcement) that alleges a violation of this clause, or

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to commit such conduct is necessary to achieve the success of the program or project.

(c) The contractor will forward to the contracting officer a copy of the evidentiary record, the investigation and any subsequent adjudication. When an investigation is complete, the contractor will thereafter, keep the LPO informed of the results of the investigation and any subsequent adjudication. If the investigation results in a finding of research misconduct, the contractor shall:

(1) Stop the conduct of the research

(2) Commerical sex acts: any sex act on account of which anything of value is given to or received by any person.

(3) Upon any other assignment of a person for a period of more than one year, the Contractor shall:

(a) Provide adequate safeguards to ensure that individuals may bring allegations of research misconduct developed in response to an allegation and notice of any findings of research misconduct.

(b) Of this clause; and

(c) By means of the alert or threatened abuse of law or the legal process.

(d) Any oxinvoluntary servitude, peonage, debt bondage, or slavery.

(e) Any information it receives from any source (including host country law enforcement) that alleges a violation of this clause, or

(f) Involuntary servitude includes a condition of servitude induced by means of—

(1) Any activity involving or directed toward human trafficking; and

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to commit such conduct is necessary to achieve the success of the program or project.

(g) By executing this contract, the contractor provides its assurance that it has established an adequate system for the prevention, detection, and correction of research misconduct, and is required to:

(1) Any information it receives from any source (including host country law enforcement) that alleges a violation of this clause, or

(2) By means of the alert or threatened abuse of law or the legal process.

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(b) Of this clause; and

(c) By means of the alert or threatened abuse of law or the legal process.

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(1) Any information it receives from any source (including host country law enforcement) that alleges a violation of this clause, or

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(a) Provide adequate safeguards to ensure that individuals may bring allegations of research misconduct developed in response to an allegation and notice of any findings of research misconduct.

(b) Of this clause; and

(c) By means of the alert or threatened abuse of law or the legal process.
63. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)

The United States is committed to encouraging technology exchanges that are consistent with U.S. national security and nuclear non-proliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is excepted from U.S. export control regulations, the Laboratory must abide by control the export control laws and regulations to ensure its compliance with export controls. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies. Prior to 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, the following guidelines in (1) below have been added to an export license 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 controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

64. CONFLICTS OF DOCUMENTATION (MAY 2001)

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

65. LIMITATIONS PERIOD (MAY 2001)

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

66. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 2001)

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

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

(a) Definitions. As used in this clause—

"Driving"—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of or, off, an active roadway and has halted in a location where one can safely remain stationary.

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

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

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

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

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

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

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

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

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

68. INTEGRATION CLAUSE (MAY 2001)

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

69. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of 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.

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 (CODA).

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

70. SUSPECT COUNTERFEIT PARTS (DEC 2007)

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

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hosts; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated 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 the items.

Do not use counterfeit or suspect parts.

Special high risk materials:

- Tungsten carbide for cutting tools
- Aluminum or magnesium ingots
- High-strength aerospace alloys
- Precious alloys
-基调和敏感材料

Employees undertake to further its research and technology development mission is excepted from U.S. export control regulations, the Laboratory must abide by control the export control laws and regulations to ensure its compliance with export controls. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies. Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

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(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

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

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

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

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

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

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

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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:
**HEADMARK LIST**

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS

![Grade 5 Fasteners](http://www.saftek.com/worksafe/bull82.txt)

![Grade 8 Fasteners](http://www.saftek.com/worksafe/bull82.txt)

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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

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<td>Type 3</td>
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Headmarkings are usually raised – sometimes indented.

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

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

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