APPENDIX A

ARGONNE TERMS AND CONDITIONS
(For Labor-Hour and Time and Materials 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 by the Department of Energy, or the Public Facility (1) whose position has been eliminated or whose employment has been or will be, involuntary terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors without regard to its having to work under its contract with the Department at the time the particular position is available.

(c) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will give preference in hiring to an eligible employee to the extent practicable for work performed under a Government contract on any basis other than the merits of the matter.

(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 (APR 1984)

(a) The contractor warrants that no person or government agency or employer, and obtains this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or service agency. For breach or violation of this warranty, the Contractor shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price of consideration, or otherwise recover, the full amount of the contingent fee.

(b) “Bona fide employee,” 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 or offers improper influence or favors or favors to solicit business, but merely as a selling agency, as a bona fide employee, or for the purpose of selling.

(c) “Improper influence,” as used in this clause, means any influence that induces or tends to induce a 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) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonfederal contracts and/or subcontracts that have an aggregate value in excess of $100,000, 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 clause.

(c) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(d) 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 for the Contractor to extend a publicly announced preference to employees in Indian lands lying near an Indian reservation, in connection with employment opportunities that would tend to keep in the area the persons who have a real and substantial interest in the Indian lands (41 CFR 60-3.1).

(e) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

(f) Employment; (ii) Upgrading; (iii) Demotion; (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 apprenticeships.

(g) 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.

(h) 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.

(i) The Contractor shall send, 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 advising the labor union or workers’ representative of the Contractor that this clause has been included in the contract, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(k) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and any successor law, including reports, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EOO-1), or any successor form, as prescribed in 41 CFR part 65-1, unless the Contractor has filed within the 12 months preceding the date of the contract award, the Form 100, within 30 days after contract award, and, if the Regional Office of the Department of Labor, the Contractor’s regional office, has a complaint pending against the Contractor, as provided in Executive Order 11246, as amended, and any successor act, and such complaint does not include a request for the Contractor to take action to correct the violation of the Act.

(l) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or any of its representatives, or any personal, including representatives, or any personal representative, in any person, or any department of or any branch of the government, for the purpose of conducting on-site inspections, investigations, or sampling and to examine any records, books, accounts, records, and other material that may be relevant to the matter under investigation and pertinent to the determination of the Contracting Officer or the Secretary of Labor.

(m) The Contractor shall permit access to any premises of its customers or any premises of its subcontractors, customers, or suppliers, whether or not owned by or under the control of the Contractor, if the access is necessary to perform the requirements of the contract.

(n) The Contractor shall provide the Contracting Officer with copies of the Federal Contractor Veterans’ Employment Reports, to be submitted in accordance with the applicable Federal Contractor Veterans’ Employment Report (50 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor.

(o) 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 (SEPT 2010)

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

(a) Definitions. As used in this clause, “Armed Forces service medal veteran” means any veteran who served on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 21309). “Disabled veteran” means—

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

(b) Executive and senior management means—

(i) Any employee—

(ii) Any person who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight by the individual.

(c) Any employee who owns or has a compensating interest in one or more businesses, the net worth of which is more than $50,000, except businesses, the net worth of which is more than $50,000, which have a contract with the Federal government; or who has an interest in any kind of organization, and who is actively engaged in its management.

(d) Any person who, during any 12-month period, was employed by the Federal government, or a branch thereof; or any person who, during any 12-month period, was employed by another organization, and who is actively engaged in its management, including qualified disabled veterans, without discrimination based upon their status as a qualified disabled veteran.

(e) The Contracting Officer may request the United States to enter into the litigation to

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an investigation of 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.

(1) Any employee—

(i) Compensated on a salary basis at a rate of not less than $75 per week, if employed in the United States; or

(ii) Any person who is actively engaged in the management of a business, or any branch thereof, if the business is a corporate or other type of organization, and who is actively engaged in its management.

(2) Any person who owns or has a compensating interest in one or more businesses, the net worth of which is more than $50,000, except businesses, the net worth of which is more than $50,000, which have a contract with the Federal government; or who has an interest in any kind of organization, and who is actively engaged in its management, including qualified disabled veterans, without discrimination based upon their status as a qualified disabled veteran.

(3) Any person who is actively engaged in the management of a business, or any branch thereof, if the business is a corporate or other type of organization, and who is actively engaged in its management.

(4) Any person who has an interest in any kind of organization, and who is actively engaged in its management, including qualified disabled veterans, without discrimination based upon their status as a qualified disabled veteran.

(5) Any person who, during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval or air service.

(g) General. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or any other characteristic protected by law. The Contractor shall make reasonable accommodations for qualified disabled veterans, or Armed Forces service medal veterans, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall make reasonable accommodations for qualified disabled veterans, or Armed Forces service medal veterans, in the application or hiring process if requested by the applicant for employment or qualified disabled veteran. The Contractor shall provide reasonable accommodations for qualified disabled veterans or Armed Forces service medal veterans who request them, to the extent required by law.
disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veterans in all employment practices including the following:

(i) Recruitment, advertising, and application processes.
(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
(iii) Rate of pay or any other form of pay, or other terms of compensation.
(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of promotion, and seniority lists.
(v) Leaves of absence, sick leave, or any other leave.
(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(ii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 693 or 38 U.S.C. 612, and any other related activities, and selection for leaves of absence for pursuit of training.


(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including all places where notices to employees are customarily posted and lists of employees engaged in such activities, identified by both name and job title, are readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(b) The Contractor shall post the notice to employees electronically, if the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is used by the Contractor for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department of Labor’s Web site is provided by the Department of Labor on its Web site. The Contractor shall also keep all records of such posting in a manner that is readily available for inspection by the Department of Labor.

This important notice is provided for the benefit of Employees Rights to Organize and Bargain Collectively with Their Employers.


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

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

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

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

(c) The Contractor shall post the notice to employees electronically by displaying prominently, on any Web site that is used by the Contractor for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department of Labor’s Web site is provided by the Department of Labor on its Web site. The Contractor shall also keep all records of such posting in a manner that is readily available for inspection by the Department of Labor.

8. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions: As used in this clause—

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

(ii) Subcontract—

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

(iii) Subcontractor—

(iv) Unlicensed professional service provider—

(v) National Service
described in paragraph (1) of the definition at 2.101

(vi) Federal contracting agency if requested;

(v) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Contractor is bound contractually to the listing terms of this clause, and the Contractor may be suspended or debarred in accordance with 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(v) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

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

(b) Postings.

(i) The Contractor shall immediately list all employment openings that exist at the time of this contract and those which occur during the performance of this contract, including those not generated by this contract, and those occurring during an establishment of the Contractor other than the one where this contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(b) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job opening in such an order, including accepting referrals.

(b) The listing of employment openings does not require hiring any particular job applicant or hiring from any particular group, but it is intended to relieve the Contractor of any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(b) Where the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the new location and address of the new location.

(b) As such provisions are incorporated into the Contractor’s contract, the Contractor shall be contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency of subsequent contracts only when it is no longer contractually bound by this requirement.

(b) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside 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) Posting.

(i) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(b) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified applicants and employees who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Office.

(b) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may leave the posted notice so that it can be read by a person in a wheelchair).

(b) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment qualified applicants and employees who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans.

(b) In the event that the Contractor does not comply 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, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and 471.15, which implement Executive Order 13496 if (29 CFR part 471).

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

(b) The Contractor shall not engage in any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the suspension or debarment of the subcontractor.

(b) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

(Applies to contracts equal to or greater than $10,000,  to be made with Federal agencies and their subcontractors, with the exception of those exempted by rules, regulations, or orders of the Secretary of Labor for violations of this clause (52.222-35, Equal Opportunity for Disabled Persons). These sanctions (see 41 CFR 60-300.66) may include—

(a) Withholding progress payments;

(b) Termination or suspension of the contract;

(c) Suspension and debarment of the contractor;

(d) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

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

Applies To Contracts That Exceed $10,000 In Value
contract award or within 30 days after assignment to the contract, whichever date is later (but is paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)), a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a preexisting contract, the surety may choose to verify only those employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the affirmative action verification requirements at 41 CFR 60-1.4(g)(1) or (2)(ii), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) To verify the employment eligibility of all employees, the Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), and those employees hired after completion or termination of the contract, to transmit to DOE any classified material or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. In such cases, the Contractor may require, as a condition of employment or assignment to the contract, that DOE reenroll the Contractor in E-Verify. If the Contractor is an institution of higher education, the record shall be retained for the time period that an individual is assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program for the appropriate contracting office (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program as follows:

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

(ii) During the period between termination of the MOU and a new contract, or a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b)(4) of this clause. If the suspension or debarment official determines to suspend or debar the Contractor, the Contractor must reenroll in E-Verify.

(c) Definition of Classified Information. The term Classified Information means information that is classified under Executive Order 13526 or other applicable order or regulation of the President under the Atomic Energy Act of 1954, as amended, or under any other applicable order or regulation prescribing the treatment of classified information. The term includes computerized and noncomputerized information. The term includes any information that has been determined to be classified at any level secret, top secret, or any other level of classification, and any information that has been determined to be Restricted Data (as defined at 10 CFR Part 707.4). The term also includes any other term, condition, or privilege of employment.

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

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

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against qualified individuals with disabilities basis, including physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and use the reasonable accommodation for qualified individuals with disabilities in all employment practices such as:

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

(ii) The Contractor agrees to comply with the regulations governs all contractor and subcontractor positions, including, but not limited to, the hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, recall, and other conditions and terms of employment, or in the selection, training, and other terms of compensation, benefits, or other conditions.

(iii) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(iv) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(v) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(vi) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(vii) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(viii) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(ix) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

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(xii) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(xiii) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(xiv) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(xv) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

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(xvii) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(xviii) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(xix) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(xx) The Contractor agrees to ensure that qualified individuals are not excluded, segregated, or disadvantaged in the recruitment, examination, or selection processes.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—(i) the Contractor's obligations under the law to affirmative action and nondiscrimination; and (ii) the availability and advance employment application for the Category.

(2) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(3) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(c) Recruitment and Employment Activities.

(1) The Contractor agrees to ensure that qualified individuals with disabilities is employed or employed, including those who have physical or mental disabilities.

(2) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(3) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(4) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(5) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(6) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(7) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(8) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(9) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

(10) The Contractor agrees to comply with all applicable rules, regulations, and orders of the Secretary.

10. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information security policies and common security configurations available from the National Institute of Standards and Technology website at http://csrc.nist.gov.

11. SECURITY (OCT 2013) (DEVIATION)

Responsibility. The Contractor is responsible to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified material (including documents, material, and software) which the Contractor possesses in connection with the performance of work under this contract against sabotage, espionage, loss or theft, espionage, use, theft, espionage, espionage, or removal, pursuant to the applicable provisions of this clause, to transmit to DOE any classified material or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. In such cases, the Contractor must comply with all applicable rules, regulations, and orders of the Secretary. If the Contractor or any person under the Contractor's control is determined to be noncompliant with any requirement of this clause, the Contractor shall identify the items and classification levels and categories of material for which protection is required, the reasons for noncompliance, and the proposed period of correction. If the Contractor continues to be noncompliant with any requirement of this clause, the Contractor shall continue to be noncompliant with any requirement of this clause, the Contractor shall continue to be noncompliant with any requirement of this clause, the Contractor shall continue to be noncompliant with any requirement of this clause, the Contractor shall continue to be noncompliant with any requirement of this clause.
Clean water standards,” as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmenal Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Clean Water Act (33 U.S.C 1317).

“Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel, pipeline, or other facility or portion thereof existing on the date this contract was awarded and/or supervised by a contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, structure, or vessel, the term “facility” shall include, for the purposes of this clause, any facility or site that the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

“Water Act,” as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.)

(b) The contractor agrees—
(1) To comply with all the requirements of section 114 of the Clean Water Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1118) relating to inspection, monitoring, entry, reports, and samples specified in paragraphs (1) and (2) of section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)

15. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing,
*days prior to the delivery of, or prior to completion of any servicing required by this contract of,
items containing either

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, and section 10 of the Code of Federal Regulations, in effect on the date of this contract; or

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.5 microcurie per gram or the activity per unit equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which may be pertinent to the users of those materials.

(b) * The Laboratory Procurement Representative shall insert the number of days required in accordance of the Service of Notice of Transport of U.S. Government owned or controlled material to ensure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.603(d).

(c) If there has been no report of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request the Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—
(1) Be submitted in writing;

(2) State that the characteristics of activity, characteristics, and composition of the radioactive material have not changed; and
18. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) As used in this clause—

Energy-efficient product—such a product that—

(1) Meets Department of Energy voluntary labeling criteria for energy efficiency;

(2) Substantially improves the energy efficiency of the class of products to which it belongs as compared to the energy efficiency of the average product currently sold on the market;

(3) Is at least 10% more energy efficient than the most energy-efficient product currently sold on the market;

(4) Is of equivalent quality and cost to other products with similar features;

(b) The Contractor shall include the Substance of this clause, including this paragraph (b), in all subcontractor agreements involving energy-consuming products, except—

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

(2) A contract or agreement for transportation services for use in connection with emergency situations.

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

(a) Definitions. As used in this clause—

Unarmed commercial nuclear cargo—cargo that is—

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

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

(3) Shipped internationally in bulk, in containers, or in surroundings containing radioactive materials;

(4) Shipped in small quantities individually, in containers, or in surroundings containing radioactive materials;

(b) The Contractor shall include the Substance of this clause, including this paragraph (b), in all subcontractor agreements involving transportation of cargo internationally, except—

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

(2) A contract or agreement for transportation services for use in connection with emergency situations.

20. APPLICABLE LAW (OCT 1999)

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

21. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This Clause Does Not Apply To Small Business Concerns.

a. Definitions. As used in this clause—

"Indian Tribe" means any Indian tribe, band, group, pueblo, or community, including native flags and native groups (including those organized by Native American, Indian, or Alaska Native groups, and those organized under the Alaska Native Claims Settlement Act as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a pro-rata basis to the contract.

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

"Subcontract" means any agreement (other than one involving an employer-employee relationship) which is entered into by the Contractor or subcontractor in connection with performance of the subcontract.

b. Executions or amendments to the Plan. Executions or amendments to the Plan shall be negotiated between the Laboratory and the Contractor or subcontractor in the manner specified by the Laboratory Procurement Official, and shall be incorporated into the subcontracting plan.

22. BUSINESS SUBCONTRACTING PLAN (JAN 2011)

The Office of Procurement in accordance with 25 U.S.C. 1452(c).

For example, the Office of Procurement may provide for the inclusion of an Indian tribe in the subcontracting plan by including the tribe on the list of subcontractors in the contracting plan.

For example, the Office of Procurement may provide for the inclusion of an Indian tribe in the subcontracting plan by including the tribe on the list of subcontractors in the contracting plan.
i. Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size of the prime or Small Business Administration certification status of the ANC or Indian tribe.

ii. Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate at least one subcontractor as the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals. For the purposes of this clause, an ANC or Indian tribe is defined as an ANC, Indian tribe, or their prime contractor or subcontractor.

A. In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

B. If the ANC or Indian tribe determines that more than one Contractor to count the subcontract towards its goals, the ANC or Indian tribe shall designate only one of its subcontractors to receive the subcontract value.

C. Where one or more ANC or Indian tribe subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

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

2. A statement of—

- Total dollars planned to be subcontracted for an individual contract or the offeror's total projected sales, stated in dollars, and the total value of project subcontracts to support the sales for a commercial plan;
- Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- Total dollars planned to be subcontracted to veteran-owned small business concerns;
- Total dollars planned to be subcontracted to HUBZone small business concerns;
- Total dollars planned to be subcontracted to small disadvantaged business concerns;
- Total dollars planned to be subcontracted to women-owned small business concerns.

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

i. Source lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

ii. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

iii. Records on each subcontract solicitation resulting in an award of more than $150,000, indicating—

- Whether subcontract solicitations were solicited and, if not why;
- Whether veteran-owned small business concerns were solicited and, if not why;
- Whether service-disabled veteran-owned small business concerns were solicited and, if not why;
- Whether HUBZone small business concerns were solicited and, if not, why not;
- Whether small disadvantaged business concerns were solicited and, if not why;
- Whether women-owned small business concerns were solicited and, if not why;
- Whether subcontract solicitations were solicited and, if not why.

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

5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Business Development Council (NMBC), the Department of Energy, the Department of Education, the Department of Defense, the Department of Veteran Affairs, the Department of Commerce, the Department of Housing and Urban Development, the Department of Agriculture, the National Indian Colleges and Universities, the National Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the subcontracting plan).

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

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

8. A description of the offeror's efforts to ensure that small business, veteran-owned small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

9. Assurances that the offeror will include the clause entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small concerns that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility with further subcontracting opportunities) to adopt a plan similar to the plan that complies with the requirements of this clause.

10. Assurances that the offeror will—

a. Cooperate in any studies as may be required;

b. Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

c. Submit the "Individual Subcontracting Report" and/or the Summary Subcontract Report (SSR) in accordance with the paragraph (l) of this clause using the Electronic Subcontract Reporting System (ESRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HubZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).

d. Ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR for esSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in esSRS by the Contractor as well as the Contracting Office.

e. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

f. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

G. Counsel any subcontractor representing itself as a HUBZone small business concern identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

h. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
1. **SR** is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

   The report shall be submitted semi-annually during contract performance for the periods ending March 31, and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

   i. When a subcontracting plan contains separate goals for the basic contract and each option, as provided by FAR 52.215-14, the data shall be submitted for each option separately. A report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

   ii. The authority to acknowledge receipt or reject the SSR resides—

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

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

2. **SSR**

   Reports submitted under individual contract plans—

   A. This report encompasses all subcontracting plans under prime contracts and the awards resulting, regardless of the dollar value of the contracts.

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

   C. If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted for each executive agency covering only that agency’s contracts, provided at least one of that agency’s contracts is over $500,000 ($2.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontractors awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

   D. For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian 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 reporting period. The report shall include the prime contracts unless stated otherwise in the contract.

   i. Reports submitted under a commercial plan—

      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 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 all subcontract and commercial items were received.

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

   ii. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall be a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and small disadvantaged business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agencies, including DoD, for subcontracting, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the extent of the Contractor’s compliance with this clause.

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

      F. The authority to acknowledge or reject SSRs for small disadvantaged business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and small disadvantaged business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agencies, including DoD, for subcontracting, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the extent of the Contractor’s compliance with this clause.

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

      H. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall be a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and small disadvantaged business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agencies, including DoD, for subcontracting, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the extent of the Contractor’s compliance with this clause.

   iii. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall be a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and small disadvantaged business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agencies, including DoD, for subcontracting, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the extent of the Contractor’s compliance with this clause.

   iv. The authority to acknowledge or reject SSRs for small disadvantaged business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and small disadvantaged business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agencies, including DoD, for subcontracting, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the extent of the Contractor’s compliance with this clause.

22. **UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**

   The report shall be submitted semi-annually during contract performance for the periods ending March 31, and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

   i. When a subcontracting plan contains separate goals for the basic contract and each option, as provided by FAR 52.215-14, the data shall be submitted for each option separately. A report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

   ii. The authority to acknowledge receipt or reject the SSR resides—

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

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

23. **PROVIDING ACCELERATION OF PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

   (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and permissible and when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

24. **NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)**

   (a) If the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give written notice, including all relevant information, to the Laboratory.

   (b) The contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

25. **REPORTS (OCT 1999)**

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

26. **RIGHTS TO PROPOSAL DATA (AUG 2001)**

   It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice to the contrary, no part of the proposal data or information contained in that proposal data shall have others do so for any purpose whatsoever, the technical data contained in the proposal data upon which this contract is based.

27. **SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)**

   (a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before issuing any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification) unless the subcontractor certifies in writing, signed by an authorized representative of the subcontractor, that—

      (1) That each subcontract shall provide that in the event its timely performance is threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately give written notice, including all relevant information, to the prime contractor.

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

   (b) The contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

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

   (a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification) unless the subcontractor certifies in writing, signed by an authorized representative of the subcontractor, that—

      (1) That each subcontract shall provide that in the event its timely performance is threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately give written notice, including all relevant information, to the prime contractor.

      (2) That the acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing) in accordance with FAR 15.406. Tenders, offers, or information reasonably required to explain the estimator's estimation process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require value, determined in accordance with FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause are accurate, complete, and current as of the date of agreement on the price of the subcontract or prospective subcontract.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

29. 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 of the Contractor's Certificate of Current Cost or Pricing Data; and

2. Any subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as of the Contractor's Certificate of Current Cost or Pricing Data; or

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

(b) 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 subcontractor was higher than the prospective subcontractor cost estimate submitted by the Contractor; provided, that the actual subcontractor price was not itself affected by defective certified cost or pricing data.

(c) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following as a defense:

1. The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

2. The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the subcontractor had taken affirmative action to bring the character of the data to the attention of the Contracting Officer.

3. The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

4. The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(d) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined by the Contracting Officer shall be allowed against the amount of a contract price reduction if—

1. The Contractor or subcontractor furnished the Contractor certified cost or pricing data that were noncurrent.

2. The subcontractor proposed, billed, or claimed excessive pass-through charges.

3. The subcontractor did not provide a Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

4. An offset shall not be allowed if—

1. The understated data were known by the Contractor to be understated before the ‘as of’ date specified on its Certificate of Current Cost or Pricing Data; or

2. The Government proves that the contract price would not have increased in the amount to be offset even if the available data had been submitted timely on its Certificate of Current Cost or Pricing Data.

(e) Any reduction in the contract price under paragraph (a) of this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is—

1. Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622.

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

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

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 of the Contractor's Certificate of Current Cost or Pricing Data; and

2. A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as of the Contractor's Certificate of Current Cost or Pricing Data; or

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

(c) Except as prohibited by subdivision (b)(2)(ii) of this clause, an offset in an amount determined by the Contracting Officer shall be allowed against the amount of a contract price reduction if—

1. An offset shall not be allowed if—

1. The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the data submitted were complete, accurate, and current and that the data were not submitted before such date.

2. The Government proves that the contract price would not have increased in the amount to be offset even if the available data had been submitted timely on its Certificate of Current Cost or Pricing Data.

(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.

31. LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

This clause applies to contracts in excess of $100,000. Definitions. As used in this clause—

1. "Actual cost" means the actual cost of materials, supplies, services, labor, facilities, and other items of any nature, including those used in projecting from known data, and the nature and amount of any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

2. "Contractor" means the principal contractor or subcontractor to which the pass-through charges are to be allocated.

3. "Government" means the United States or any agency, department, or instrumentality thereof.

4. "Government contract" means any contract or subcontract under which the contractor or subcontractor furnishes or provides supplies, services, or facilities to the Government.

5. "Government change order" means a change order under a Government contract, as defined at FAR 52.215-1, that involves the award of a subcontract to a prospective subcontractor that was not subsequently awarded the subcontract.

6. "Excessive pass-through charge" means with respect to a contractor or subcontractor that adds or supplies supplies, services, or facilities to a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as of the Contractor's Certificate of Current Cost or Pricing Data.

7. "Subcontractor" means a contractor or subcontractor to which the pass-through charges are allocated. A subcontractor is or may be an entity such as a contractor, subcontractor, or prospective subcontractor that was not subsequently awarded the subcontract, as defined at FAR 52.215-1, that supplies supplies, services, or materials to the United States or another contractor or subcontractor under a Government contract.

8. "Government contract" means any contract or subcontract under which the contractor or subcontractor furnishes or provides supplies, services, or facilities to the Government.

9. "Government change order" means a change order under a Government contract, as defined at FAR 52.215-1, that involves the award of a subcontract to a prospective subcontractor that was not subsequently awarded the subcontract.

a) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622.

b) 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.

b) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622.

b) 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.

32. CHANGES (JUNE 2007)

a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written or other notice to be given to the Government or to any contractor or subcontractor involved in the work within the general scope of the contract, including changes in:

1. The specifications (including drawings and designs);

2. The manner or method of performance of the work;

3. In the Government-furnished property or services; or

4. Directing the contractor to perform services not required to be performed by the contractor or subcontractor under the contract.

b) Any written or oral order (which, as used in this paragraph (f), includes direction, instruction, interpretation, change, or modification to the contractor or subcontractor by the Contracting Officer) that causes a change shall be treated as a change order under this clause; Provided, that the Contracting Officer gives the Contracting Officer written notice stating:

1. The date, circumstances, and source of the order; and

2. That the Contractor regards the order as a change order.

c) No other written order is to be issued by the Contracting Officer, unless the government has given the contractor or subcontractor a written notice stating:

1. That the contractor or subcontractor has no right to receive allowance for any change order described in paragraph (f) of this clause

2. That the Contractor regards the order as a change order;

3. The amount, if any, on which the Government proposes to make an adjustment for any change order described in paragraph (f) of this clause;

4. That the contractor or subcontractor shall be treated as a change under this clause or enter the Contractor to an equitable adjustment; and

5. A penalty equal to the amount of the increase or decrease in the Contractor's cost, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and
modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any work performed more than 20 days before the contractor gives written notice as required in paragraph (a) of this clause. Excluding the work resulting from any correction or replacement as provided in this clause, the contractor shall have no right of action for any work performed more than 20 days before the contractor gives written notice as required in paragraph (a) of this clause.

In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to meet the requirements for which the Government is responsible.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days after the later of either (1) the date on which notice was given under paragraph (b) of this clause, or (2) the date on which it learned of the defect or failure.

(d) The adjustment shall be made as a reduction in the Sanitation Fee under paragraph (a) of this clause or as a separate equitable adjustment.

(e) The scope of the adjustment is to include any work performed to correct defects or failures caused by the Contractor's incorrect or defective workmanship, materials, or methods and to include any work performed to correct defects or failures caused by the Contractor's incorrect or defective workmanship, materials, or methods and to include any work performed to correct defects or failures caused by the Contractor's incorrect or defective workmanship, materials, or methods and to include any work performed to correct defects or failures caused by the Contractor's incorrect or defective workmanship, materials, or methods and to include any work performed to correct defects or failures caused by the Contractor's incorrect or defective workmanship, materials, or methods.

(f) Any subcontractor of the Contractor for an equitable adjustment shall be allowed to assert any claim that arises out of the performance of this contract.

33. EXCUSABLE DELAYS (OCT 1999)

(a) Except for defaults of subcontractors at any tier, the contractor shall not be in default because of any delay in the performance of this contract under the management of the Contractor if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) strikes, (5) quarantine restrictions, (6) bad or Killed, (7) freight embargoes, and (8) unusually severe weather. In each instance, the failure to perform beyond the control and without the fault or negligence of the Contractor, "default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the contractor and subcontractor, and without the fault or negligence of the contractor, then the contractor shall not be deemed to be in default.

(1) The subcontracted supplies or services were obtained from other sources;
(2) The Labor of the contractor in writing to purchase these supplies or services from another source;
(3) The contractor failed to comply with the requirements of this clause.

(c) Upon request of the contractor, the Labor of the contractor shall determine the facts and extent of the failure. If the Labor determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Labor under the termination clause of this contract.

34. INSPECTION (OCT 1999)

(a) Definitions.
"Contractor's managerial personnel," as used in this clause, means any of the contractor's directors, officers, managers, supervisors, or equivalent representatives who have supervision or direction of --

(1) All or substantially all of the contractor's business;
(2) All or substantially all of the contractor's operations at any one plant or separate location at which the contract is being performed, unless expressly excepted;
(3) A separate and complete major industrial operation connected with the performance of this contract.

"Material action" used in this clause, includes data when the contract does not include the warranty of Data clause.

(b) Responsibilities.
The contractor shall provide and maintain an inspection system acceptable to the Labor for covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Labor during contract performance and for 3 years after the termination of the contract.

(c) The Labor has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, in any event before acceptance. The Labor may also inspect the plant or subcontractor at any time during performance, unless expressly excepted.

(d) The Labor has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, in any event before acceptance. The Labor may also inspect the plant or subcontractor at any time during performance, unless expressly excepted.

35. PERMITS OR LICENSES (OCT 1999)

Except as otherwise directed by the Labor, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

36. SUBCONTRACTS (OCT 2010)

(APPLIES TO CONTRACTS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD)

(a) Definitions. As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 48 of the Federal Acquisition Regulation (FAR).

"Contractor" means the "officer" of the contractor for the contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 12.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchases, orders, and contracts and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), unless otherwise specified in the contract, and, at the Government's option, in paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required only on subcontract actions that—

(1) Require the subcontractor to furnish supplies or services necessary for the performance of the prime contract or subcontract; or
(2) Are fixed-price and exceed—

(i) $100,000, and have a fixed-price value of $100,000 or less, or
(ii) $5,000,000, and have a fixed-price value of $5,000,000 or less.

(d) Consent to subcontract includes the following:

(1) The Contractor shall notify the Laboratory Procurement Official reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(a) A description of the subcontracted item;
(b) Identification of the type of subcontract to be used;
(c) The proposed subcontract price.

(2) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(e) A negotiation memorandum reflecting—

(1) The principal elements of the subcontract price negotiations;
(2) The significant considerations controlling establishment of initial or revised prices.

37. ASSIGNMENT (OCT 1999)

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor, and the assignment or transfer as expressed, except as expressly authorized by the Government, may assign any or all of the contract to the Government or its designee. The Government may assign this contract to a successor operator of the Laboratory.

38. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

(a) Definitions. As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or parent and division subsidiaries or any combination, parent and division subsidiaries or any combination.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors to incorporate, commercial items or nondevelopmental items as required for any subcontract that—

(1) Is fixed-price and exceeds $100,000; or
(2) Is fixed-price and exceeds 5 percent of the total estimated cost of the contract.

(c) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Laboratory Procurement Official reasonably in advance of entering into any: (i) cost-plus-fixed-fee subcontract; or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract.

(d) The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(v) of this clause.

(e) Unless the consent or approval specifically provides otherwise, neither, consent by the Laboratory Procurement Official to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowability of any cost under this contract;
(3) To release the Government from any responsibility for performing this contract;
(4) That the Government will not be liable for errors in the contractor's or subcontractor's certified cost or pricing data;
(5) To modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any work performed more than 20 days before the contractor gives written notice as required in paragraph (a) of this clause. Excluding the work resulting from any correction or replacement as provided in this clause, the contractor shall have no right of action for any work performed more than 20 days before the contractor gives written notice as required in paragraph (a) of this clause.

(f) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Laboratory Procurement Official reasonably in advance of entering into any: (i) cost-plus-fixed-fee subcontract; or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract.

(g) The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(v) of this clause.

(h) Under this contract; or

(i) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors to incorporate, commercial items or nondevelopmental items as required for any subcontract that—

(1) Is fixed-price and exceeds $100,000; or
(2) Is fixed-price and exceeds 5 percent of the total estimated cost of the contract.

(i) The Contractor shall give the Laboratory Procurement Official immediate written notice of any action or suit filed against the contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Labor reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.13.
(a) "Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price, installation costs, and any other costs necessary to bring the asset into a usable condition. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or other individuals who have supervision or direction of—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Contractor or Government in which the Government is to receive compensation for the use of property owned by the Government; or

(2) While not required, the Contractor may be required to attach any 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.

39. GOVERNMENT PROPERTY (AUG 2010)

(a) Definitions. As used in this clause—

"Acreage" means the area of land having the dimensions of one acre, and being the number of square feet equal to the number of square feet in one acre.

"Accoutrements" means the personal property used in the apparel of soldiers or airmen.

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price, installation costs, and any other costs necessary to bring the asset into a usable condition. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

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

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

"Contractor's inventory" means—

(1) All Government-furnished property and all property acquired by the Contractor, whether acquired by the Government or another entity, for further use by the Contractor in performing this contract.

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"Contractor's inventory" means—

(1) All Government-furnished property and all property acquired by the Contractor, whether acquired by the Government or another entity, for further use by the Contractor in performing this contract.

(2) While not required, the Contractor may be required to attach any minimal number of additional clauses necessary to satisfy its contractual obligations.

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

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

"Contractor's inventory" means—

(1) All Government-furnished property and all property acquired by the Contractor, whether acquired by the Government or another entity, for further use by the Contractor in performing this contract.

(2) While not required, the Contractor may be required to attach any 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.

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

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

"Contractor's inventory" means—

(1) All Government-furnished property and all property acquired by the Contractor, whether acquired by the Government or another entity, for further use by the Contractor in performing this contract.

(2) While not required, the Contractor may be required to attach any 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.
(A) 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 recommendation of course(s) of action, if shortages, damages, or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt of Government property which was acquired by the Contractor or a subcontractor.

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

(A) Property records shall enable a complete, current, audible record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following information:

1. The name, part number and description, manufacturer, model number, serial number, and National Stock Number (if applicable).
2. Receipt, issue, and use of material that is issued for immediate consumption.
3. The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
4. Quantity.
5. Unique-item identifier (if available).
6. Accountable contract number.
7. Unit of measure.
8. The name, part number and description, manufacturer, model, and National Stock Number (if applicable).
10. Unit acquisition cost.
11. Location.
12. Disposition.
13. Pending receipt and date of transaction.
14. Date placed in service.
15. Statement indicating current or future need.
16. Analysis of material and equipment.
17. Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The final inventory is to be certified by the Government, and final inventory record, depending on the circumstances (e.g., overall results of the Contractor's system of property is to be transferred to a follow-on contract).

(iv) Physical inventory. The Contractor shall properly maintain Government property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition, and a recommendation of course(s) of action, if shortages, damages, or other discrepancies are discovered upon receipt of Government property which was acquired by the Contractor or a subcontractor.

(B) Such reports shall, at a minimum, contain the following information:

1. Date of incident (if known).
2. The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
3. Quantity.
4. Unique-item identifier (if available).
5. Accountable contract number.
6. A statement indicating current or future need.
7. Acquisition cost, or if applicable, estimated scrap proceeds, reuse or replacement costs.
8. All known interests in commingled property of which the Contractor has knowledge.
9. Cause and corrective action taken or to be taken to prevent recurrence.
10. A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was not in possession of the property at the time the accident occurred.
11. Copies of all supporting documentation.
12. Last known location.
13. A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

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

(A) Consigned or expended, reasonably and properly, or otherwise accounted for, as required by the performance of the contract, including reasonable inventories adjusted in accordance with the procedures of the Changes clause.

(B) The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition, and a recommendation of course(s) of action, if shortages, damages, or other discrepancies are discovered upon receipt of Government-furnished property.

(C) The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition, and a recommendation of course(s) of action, if shortages, damages, or other discrepancies are discovered upon receipt of Government-furnished property.

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

(A) Consigned or expended, reasonably and properly, or otherwise accounted for, as required by the performance of the contract, including reasonable inventories adjusted in accordance with the procedures of the Changes clause.

(B) The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition, and a recommendation of course(s) of action, if shortages, damages, or other discrepancies are discovered upon receipt of Government-furnished property.
(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has approved the acquisition (without the acquisition of title), the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment and special test equipment components;

(B) Special test equipment without commercial components;

(C) Test equipment, and related equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear waste.

(iv) The Contractor shall provide the information required by FAR 52.245-1(1)(iii) along with the following:

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

(B) The contractor shall, in an on-going process, the estimated percentage of completion.

(C) For precious metals, the type of metal and estimated weight.

(D) For hazardous material of property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single inventory disposal schedule.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Laboratory Procurement Officer following contract termination or in part.

(5) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be incorrect and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postdisposition adjustment. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule, with the Plant Clearance Officer having 5 working days to deny the removal.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending disposition of the property. The Government’s failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer’s approval to remove Government property that the Contractor determines the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee. The Government property storage area shall be approved by the Contractor for assuring the property’s physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a schedule, the Contractor may dispose of the listed scrap in accordance with the Contractor’s approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer, unless otherwise directed by the Laboratory Procurement Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employee’s employment.

(iv) The Contractor shall provide the information required by the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposition proceeds. As directed by the Laboratory Procurement Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (9)(ii) of this clause.

(k) Abandonment of Government property.

(1) The Contractor shall not abandon sensitive Government property or termination inventory without the Contractor’s written consent.

(2) The Government, upon notice to the Contractor, may abandon any insensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor’s premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (a)(3) of this clause may include restoration or rehabilitation costs.

(1) Communication. All communications under this clause shall be in writing.

(b) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words “Government” and “Government-furnished” (wherever they appear in this clause) shall be replaced as United States Government and “United States Government-furnished,” respectively.

(End of clause)


For contracts other than cost reimbursement, labor hour, time and materials, and fixed price contracts, substitute the following for paragraph (g) (ii) of the basic clause:

(b) (1) The Contractor assumes the risk of, and shall be responsible for, any loss, theft, damage or destruction of property prior to its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property consumed in performing this contract or future Government contract or subcontract thereunder. The Contractor shall furnish the Laboratory Procurement Officer a list of all property to which title is vested in the Contractor under this contract within 10 days following the end of the calendar quarter during which it was received. Vested title under this paragraph is subject to civil rights legislation. 42 U.S.C. 2000; before title is vested and by signing this contract, the Contractor agrees that—

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

40. CONDUCT OF EMPLOYEES (AUG 2001)

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The contractor shall immediately remove from the work any employee of the contractor who, in the discretion of the Laboratory, is found to be unsatisfactory in technical performance or personal conduct.

41. PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)


i. Cooperate with the Department of Homeland Security, the National Protection and Computer Network Division (also referred to as the National Infrastructure Protection Center), and the Office of Management and Budget implementing the DHS (also referred to as the National Infrastructure Protection Center), and the Office of Management and Budget implementing the DHS personal identity verification program.

ii. Require the Contractor to correct an inventory disposal schedule.

c. The Laboratory Procurement Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

The contractor or subcontractor may not perform any work on any Federal or Federally assisted contracts held by the same Contractor that are subject to the Federal Acquisition Regulation 22.300 unless they are paid at least 1 1/2 times the basic rate of pay for each hour they work over 40 hours.

42. KEY PERSONNEL (DEC 2000)

a. The personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract. Before replacing, removing, or diversifying any of the listed specified personnel, the Contractor shall, prior to performing such action, notify the Laboratory Procurement Officer or the Department of Labor to interview employees in the workplace during the course of the contract to add or delete personnel.

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

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) 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 they work over 40 hours.

b. The Contractor shall account for all forms of Government-provided identification issued to the Contractor employee’s employment.

ii. 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.

(2) The Contractor and its subcontractors shall maintain payroll and basic record systems for all laborers and mechanics working on the contract during the contract and shall maintain them available for examination and copies made by the Laboratory Procurement Representative at any reasonable time during the course of the contract. The records shall contain the name and address of each employee, social security number, labor classification number, earnings per calendar day, number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 55.43(3).

(2) The Contractor and its subcontractors shall allow representatives of the Laboratory Procurement Representative or the Department of Labor to inspect, copy, or transcribe records of employment and payrolls, maintained in accordance with the requirements of paragraph (h)(i) of this clause. The Contractor and subcontractor also shall allow representatives of the Laboratory Procurement Representative or the Department of Labor to interview employees in the workplace during the workweek.

(3) The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts which may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The provisions shall be reinserted in lower-tier subcontractor contracts by the Contractor with the provisions set forth in paragraphs (a) through (d) of this clause.

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

If this contract is for the manufacture of furnishing of materials, supplies, articles, or equipment in an amount exceeding $10,000 or for services, the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35), shall apply. The applicable provisions of the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35), shall apply.
46. WARRANTY OF SERVICES (MAY 2001)
(a) Definition. “Accommodation,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, ownership, the existing and identified surplus, or any complete performance of the contract.
(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and in conformity to the requirements of this contract. The Laboratory Procurement Official shall make an equitable adjustment in the contract price.
(c) If the laboratory does not require correction or reperformance, the Laboratory Procurement Official may, by written notice, settle all outstanding liabilities and termination settlement proposals arising from any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Laboratory. This notice shall state either:
(1) the Contractor shall correct or reperform any defective or nonconforming services;
(2) that the Laboratory does not require correction or reperformance; or
(3) if the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails to, or refuses to correct or reperform, the Laboratory Procurement Official may, by written notice, require the Contractor to install or replace the defective or nonconforming equipment or to provide the laboratory with a credit equal to the reasonable cost of the defective or nonconforming equipment.

47. WARRANTY OF SUPPLIES (DEC 2011)
The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purposes for which sold in the commercial marketplace; and that they are new, and are free from defects in material and workmanship, and that they meet applicable performance standards. Information about these products is available on the Internet at: http://www.energystar.gov/products

48. BUY AMERICAN ACT – SUPPLIES (FEB 2009)
(a) Definitions. As used in this clause:
1. “Commercially available off-the-shelf (COTS) item”—
(1) Means any item of supply (including construction material) that is:
(i) An off-the-shelf commercial item which is available for delivery at FAR 2.101(i) and is sold in substantial quantities in the commercial marketplace;
(ii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace;
(iii) Sold in substantial quantities in the commercial marketplace; and
(iv) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.
2. “Component” means an article, material, or supply, incorporated directly into an end product.
3. “Cost of items” means—
(1) 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 certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
4. “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.
5. “Foreign end product” means any end product produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same type or same class or kind as those that the agency determines are considered domestic; or
(3) An end product manufactured in the United States, excluding the cost of the components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.
6. “Foreign end product” means any end product produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same type or same class or kind as those that the agency determines are considered domestic;
7. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
(b) Foreign end product means an end product other than a domestic end product.
(c) “United States” means the 50 States, the District of Columbia, and outlying areas.
(d) “Buy American Act (41 U.S.C. 4301)” the portion of the Buy American Act that was enacted for an end product that is a COTS item (See 12.505(a)(1)).
(e) Offers may be obtained from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
(f) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certificate.”
3. Nationality of supplies (MAY 2001)
(a) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for cycle cost effective and meet applicable performance standards. Information about these products is available for Energy Star at: http://www.energystar.gov/products
(b) The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purposes for which sold in the commercial marketplace; and that they are new, and are free from defects in material and workmanship, and that they meet applicable performance standards. Information about these products is available on the Internet at: http://www.energystar.gov/products

49. STATE AND LOCAL TAXES (DEC 2000)
(a) The contractor agrees to notify the Laboratory of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contractor's work under this contract, any such tax, fee, or charge being charged, assessed, or imposed or authorized to be charged or assessed or imposed by the contractor in connection with the performance of work under this contract. The contractor shall collect and remit the amount of any such tax, fee, or charge otherwise than as herein provided, and notify the Laboratory. The contractor shall provide an adequate voucher or invoice for each tax, fee, or charge collected, and evidence of payment thereof to the extent that the contractor is liable therefor and shall provide the Laboratory with a receipt or other evidence that the contractor has paid the tax, fee, or charge as required by law.
(b) In the event the contractor fails to notify the Laboratory of any tax, fee, or charge as required by this clause, the contractor shall be liable to the Laboratory for the full amount of such tax, fee, or charge which is otherwise payable by the contractor to the authority imposing such tax, fee, or charge. If, after receipt of written notice from the Laboratory, the contractor fails to correct the error within 30 days after receipt of the notice, the contractor shall be liable to the Laboratory for the amount of such tax, fee, or charge which is otherwise payable by the contractor to the authority imposing such tax, fee, or charge.
(c) The contractor agrees to pay to the Laboratory any tax, fee, or charge the contractor is required to collect and remit. The contractor shall indemnify and hold harmless the Laboratory against any loss or expense which may be suffered or incurred by the Laboratory by reason of the contractor's failure to collect and remit such tax, fee, or charge. The contractor agrees to pay interest on such tax, fee, or charge at the rate prescribed by law or, if no rate is prescribed by law, at the rate of 1% per month, or such other rate as the Laboratory may determine; and to pay to the Laboratory any penalty or fine which may be prescribed by law or, if no penalty or fine is prescribed by law, such amount as the Laboratory may determine in the event the contractor fails to collect and remit such tax, fee, or charge.
(d) The contractor agrees to notify the Laboratory and shall pay to the Laboratory any State or local tax, fee, or charge levied or purported to be levied on the contract award or on any compensation paid to the contractor hereunder with respect to the work under this contract. The contractor shall deliver domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certificate.”
53. PAYMENTS (FEB 2004)

(a) The contractor shall be paid as follows with respect to the allowable costs set forth in the Construction Allocation and Allowable Costs clause:

(1) Hourly Rate - The amounts computed by multiplying the appropriate loaded hourly rate, or rates by the number of actual labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(b) Other Allowable Costs - The actual direct cost to the contractor for other allowable costs.

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

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

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

(a) Definitions. As used in this clause:

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

"Covered federal action" means any of the following actions:

(1) Awarding any Federal contract.
(2) Making any Federal grant.
(3) Making any Federal loan.
(4) Entering into any cooperative agreement.
(5) Extending, continuing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (codified at 25 U.S.C. 4601).

"Influencing or attempting to influence" means having the purpose of affecting or attempting to affect the outcome of a Federal action, whether by communicating with the decisionmaker or by influencing the decisionmaker's decisionmaking process.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, a local governmental agency, an employee of a local governmental agency, or an employee of a Member of Congress in connection with any covered Federal action.

"Person" means an individual, corporation, company, association, authority, firm, partnership, or other entity, including Indian tribes, a sponsor or group representative organization, and any other instrumentality of a local government.

"State, locality, or government" means the government of a State in and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, a local governmental agency, or an employee of a local governmental agency.

This clause applies to all subcontracts that exceed $150,000.
an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reimbursable cost” means any amount that is permissible as a cost under Federal law and is allowed to the contractor by any law or regulation to be reimbursable in connection with a covered Federal action, and is included in any adjustment in the estimated cost of performing the contract.

“Reasonable compensation” means, with respect to professional and other technical services, a payment for services in an amount that is consistent with the amount normally paid for similar services in the private sector.

“Reasonable payment” means, with respect to professional and other technical services, a payment for services in an amount that is consistent with the amount normally paid for similar services in the private sector.

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

“Regularly employed” means, with respect to an officer or employee of a person requesting or offering to influence a covered Federal action, an individual who is regularly employed by such person who performed for 130 or more working days within a year immediately preceding the date of the submission that initiates agency consideration of such person's qualifications to receive that contract. An officer or employee who is employed by such person for less than 130 working days within a year immediately preceding the date of the submission that initiates agency consideration of such person's qualifications to receive that contract shall not be considered regularly employed as of the date of that submission if he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibited. A U.S.C. 1852 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, or an employee of Congress, or an employee of a Member of Congress in connection with the award or performance of any covered Federal action. In accordance with 31 U.S.C. 1852 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 a contract to the contractor, the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a contract funded by Federal appropriated funds.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, to cover all costs, the Contractor will assume that at least 130 working days from the date of this clause are available for performing activities that are not furnished to, not funded by, or not furnished in cooperation with an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

(3) Except as otherwise provided in paragraph (b) of this clause, the Contractor shall provide to the Government at the end of the period specified in the Schedule a certification or other evidence that the Contractor has expended its funds in accordance with this clause.

(c) As part of the notification, the contractor shall provide the Authorized Laboratory Procurement Official a revised estimate of the total cost of performing the contract. If the estimated cost required to continue timely performance under the contract or for any further work on the contract exceeds 75 percent of (1) the total amount so far actually incurred by the contractor under the contract, or (2) the amount that is estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract.

(1) The Laboratory is not obligated to reimburse the contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the amount estimated to be required by the contractor to continue timely performance under the contract. The Laboratory will pay up to 75 percent of such costs incurred in excess of the estimated cost.

(2) The contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule; or

(3) The contractor shall have reason to believe that--

(i) The Laboratory will not significantly increase the estimated cost of performing this contract, or

(ii) The estimated cost of performing this contract will increase, if any, before the increase that are in excess of the previously estimated cost shall be allowable to the Contractor under the contract.

(d) If the estimated cost as adjusted by the contractor exceeds 75 percent of (1) the total amount so far actually incurred by the contractor under the contract, or (2) the amount estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract (other than increases of the estimated cost specified in the Schedule), the contractor shall provide the Authorized Laboratory Procurement Official a revised estimate of the total cost of performing the contract. If the estimated cost exceeds 75 percent of the amount that is estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract, or exceeds the amount estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract.

(1) The Contractor shall provide the authorized Laboratory Procurement Official in writing whenever it has reason to believe that the estimated cost of performing this contract will exceed 75 percent of the estimated cost of performing the contract.

(2) The contractor is not obligated to reimburse the contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the amount estimated to be required by the contractor to continue timely performance under the contract. The contractor is not obligated to reimburse the contractor for costs incurred in excess of the estimated cost, or, if this is a cost-sharing contract, for any costs in excess of the estimated cost of performing this contract, or, if this is a cost-sharing contract, for any costs in excess of the estimated cost for which the contractor has reason to believe that the estimated cost will exceed 75 percent of the amount estimated to be required by the contractor to continue timely performance under the contract.

(3) The contractor shall have reason to believe that--

(i) The Laboratory will not significantly increase the estimated cost of performing this contract, or

(ii) The estimated cost of performing this contract will increase, if any, before the increase that are in excess of the previously estimated cost shall be allowable to the Contractor under the contract.

(4) If the estimated cost as adjusted by the contractor exceeds 75 percent of (1) the total amount so far actually incurred by the contractor under the contract, or (2) the amount estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract.

(f) If the estimated cost as adjusted by the contractor exceeds 75 percent of (1) the total amount so far actually incurred by the contractor under the contract, or (2) the amount estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract, the contractor shall provide the Authorized Laboratory Procurement Official a revised estimate of the total cost of performing the contract. If the estimated cost exceeds 75 percent of the amount that is estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract, or exceeds the amount estimated to be required by the contractor to continue timely performance under the contract, or for any further work on the contract.

(1) The Contractor shall provide the authorized Laboratory Procurement Official in writing whenever it has reason to believe that the estimated cost of performing this contract will exceed 75 percent of the estimated cost of performing the contract.

(2) The contractor is not obligated to reimburse the contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the amount estimated to be required by the contractor to continue timely performance under the contract. The contractor is not obligated to reimburse the contractor for costs incurred in excess of the estimated cost, or, if this is a cost-sharing contract, for any costs in excess of the estimated cost of performing this contract, or, if this is a cost-sharing contract, for any costs in excess of the estimated cost of performing this contract, or, if this is a cost-sharing contract, for any costs in excess of the estimated cost for which the contractor has reason to believe that the estimated cost will exceed 75 percent of the amount estimated to be required by the contractor to continue timely performance under the contract.

(3) The contractor shall have reason to believe that--

(i) The Laboratory will not significantly increase the estimated cost of performing this contract, or

(ii) The estimated cost of performing this contract will increase, if any, before the increase that are in excess of the previously estimated cost shall be allowable to the Contractor under the contract.
Laboratory shall pay the contractor for the following items of allowable costs:

58. ANTI-KICKBACK PROCEDURES (OCT 2010)

This clause applies to all subcontracts that exceed $150,000 and are expressed in writing in a form approved by the appropriate Laboratory Division Director or his/her designee. In no case should such travel be accomplished unless it has been approved by the Laboratory Procurement Official. All costs will be subject to adjustment for the specific periods stated. All travel actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract plus the contractor’s corresponding share, until the Authorized Laboratory Procurement Official notifies the contractor in writing that the amount previously allotted by the Laboratory or, (c) if this is a cost-sharing contract, the amount then allotted by the Laboratory to the contract plus the contractor’s corresponding share, exceeds the estimated cost specified in the Schedule for the same period. The contractor shall be allotted in accordance with the formula specified in the Schedule:

No notice or communication, or representation in any form other than that specified in subparagraph (f) above, or from any person other than the Authorized Laboratory Procurement Official, shall affect the amount allotted by the Laboratory to this contract. In the absence of such notice, the contractor is not entitled to receive any costs in excess of the total amount allotted by the Laboratory to this contract, whether incurred during the course of the contract or as a result of termination. If and when the contractor is notified in writing by the Laboratory that the amount allotted by the contractor pursuant to the technology transfer clause of this contract has been increased, the contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity Act of 1972, Title VI of the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Uniform Services Employment and Reemployment Rights Act of 1994, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, and all other applicable laws and regulations. In making any determination under this paragraph, the decision of the Laboratory Director or his/her designee shall be final. In no case should such travel be accomplished unless it has been approved by the Laboratory Procurement Official. All costs will be subject to adjustment for the specific periods stated. Additional labor classifications and their applicable hourly rates may be added by written agreement of the parties (whether or not by formal modification of this contract).

59. CONSIDERATION AND ALLOWABLE COSTS (AUG 2003)

In full and complete consideration for the performance of work under this contract, the contractor shall deliver to the Laboratory such materials, parts, equipment, supplies, and services as are stipulated in this contract. The contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity Act of 1972, Title VI of the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, and all other applicable laws and regulations. In making any determination under this paragraph, the decision of the Laboratory Director or his/her designee shall be final. In no case should such travel be accomplished unless it has been approved by the Laboratory Procurement Official. All costs will be subject to adjustment for the specific periods stated. Additional labor classifications and their applicable hourly rates may be added by written agreement of the parties (whether or not by formal modification of this contract).

(a) Labor. For time worked in the performance of this contract by contractor personnel (excluding travel time) at the appropriate loaded hourly rates specified for the pertinent labor classifications, the contractor shall be paid in full and complete consideration for the performance of work under this contract, the contractor shall deliver to the Laboratory such materials, parts, equipment, supplies, and services as are stipulated in this contract. The contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity Act of 1972, Title VI of the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, and all other applicable laws and regulations. In making any determination under this paragraph, the decision of the Laboratory Director or his/her designee shall be final. In no case should such travel be accomplished unless it has been approved by the Laboratory Procurement Official. All costs will be subject to adjustment for the specific periods stated. Additional labor classifications and their applicable hourly rates may be added by written agreement of the parties (whether or not by formal modification of this contract).
(ii) The Contractor’s protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, shall be subject to the provisions of this paragraph (c) of this clause.

(iii) Patent, copyright, mask work, trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights to assign rights or otherwise relinquished such rights or turned such rights over to the Laboratory.

(c) Contract records or reports. The Contractor shall retain all records, reports, or other information and documents issued under this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Laboratory, shall be delivered to the Laboratory or its designee, including those records, reports, or other information and documents issued under other contracts or subcontracts, and all records, reports, or other information and documents identified in paragraph (c) of this clause, shall be subject to the provisions of this paragraph (c) of this clause.

(d) Audit. The Contractor shall permit the Laboratory to conduct an audit at any time during the performance of work under this contract and for a period of three years thereafter. The Contractor shall afford the Laboratory proper facilities for such inspection and audit. The Laboratory may waive this requirement in writing if such waiver does not conflict with any applicable Federal law, rule, or regulation.

(e) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in possession of the contractor, including those described at paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts, and such other records, reports, and other information and documents issued under this contract, shall be subject to inspection and audit by the Laboratory or its designees at all reasonable times, and the contractor shall afford the Laboratory or its designees reasonable facilities for such inspection and audit; provided, that upon request by the Laboratory, the contractor shall deliver such records to a location specified by the Laboratory Procurement Representative for inspection, copying, and audit. The contractor shall retain individual radiation exposure records generated in the performance of work under this contract until the Laboratory authorizes disposal. The Laboratory may waive these requirements in writing if such waiver does not conflict with any applicable Federal law, rule, or regulation (including the Privacy Act), as appropriate.

(f) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.

(g) Records retention standards. Special records retention standards, described at DOE Order 1502.3 Information Management Program (Revision in effect on effective date of contract), are applicable for the classes of records described herein, whether or not the records are owned by the Laboratory or the contractor. In addition, the contractor shall retain individual records to a location specified by the Laboratory Procurement Representative for inspection, copying, and audit. The contractor shall retain radiation exposure records generated in the performance of work under this contract until the Laboratory authorizes disposal. The Laboratory may waive these requirements in writing if such waiver does not conflict with any applicable Federal law, rule, or regulation (including the Privacy Act), as appropriate.

(h) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

1. The contract is valued at over $2 million (unless specifically waived by the Laboratory Procurement Representative);

2. The Laboratory Procurement Representative determines that the subcontract is, or involves, a critical task related to the contract;

3. The subcontract includes 48 CFR 970.522-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

62. ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010)

a. Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collection activity relating to the Contractor in connection with the work under this contract; other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

b. Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by the Government or the Laboratory or its designees in accordance with the provisions of Clause, Access to and ownership of records, at all reasonable times, and the contractor shall afford the Laboratory or its designees reasonable facilities for such inspection and audit.

c. Audit of subcontractors’ records. The Contractor also agrees, with respect to any subcontracts (including, but not limited to, purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor’s cost or charges or arrange for such audit to be conducted by the Government or the Contractor in acceptable manner under the direction of the Contracting Officer.

d. Disposal of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data and evidence controlling costs, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or its representative as provided by the terms of this contract. The Contracting Officer may cause the Contractor to retain such records for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

e. Reports. The Contractor shall provide progress reports and schedules, and financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time request.

f. Inspections. The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

Subparagraph 2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.006 of the Federal Acquisition Regulation.


4. Subparagraph 4. The contractor shall inform the Contractor in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.006 of the Federal Acquisition Regulation.

65. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

(a) Applies To Contracts That Exceed $30,000 in Value

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

(i) Means any item that—

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

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

(ii) Is offered for sale in competition with one or more persons under any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

(b) The Government suspends or debars a contractor under its interests. Other than a subcontract for a commercially available-off-the-shelf item, the Contractor shall not enter into a contract in which the contractor is debared, suspended, or proposed for debarment for the Government.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available-off-the-shelf item, to disclose to the Contractor, in writing, whether or not any of the dollar amount of the subcontract, the subcontractor’s ownership or principal, is debared, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available-off-the-shelf item) to disclose to the Contractor, in writing, whether or not any of the dollar amount of the subcontract, the subcontractor’s ownership or principal, is debared, suspended, or proposed for debarment by the Federal Government.

(e) If the Contractor fails to comply with the requirements of paragraph (c) of this clause, the Contractor’s employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.006 of the Federal Acquisition Regulation, as well as the whistleblower rights and protections of workers under the Federal Acquisition Regulation, shall afford DOE proper facilities for such inspection and audit.

(f) The Contractor shall require its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.006 of the Federal Acquisition Regulation.

(g) In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraph (c) of this clause in all subcontracts under the modified, in the same form in which it is sold in the commercial marketplace;
(4) Loss of award, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; (5) Termination of the Contract for default or cause, in accordance with the termination clause of this contract; or (6) Suspension or debarment.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

76. RESEARCH MISCONDUCT (JUL 2005)

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

(b) Unless otherwise instructed by the Laboratory Procurement Office (LPO), the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that the allegation is insufficient to proceed to an initial inquiry, the contractor or officer and, unless otherwise instructed, the contractor must:

(1) Conduct and complete an appropriate factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

(2) If the investigation in paragraph (b)(1) of this clause determines that the contractor or principal investigator conducted an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

(c) Inform the LPO if an initial inquiry is to be supported by a formal investigation and, if requested by the contracting officer thereof, keep the LPO informed of the results of the investigation and any subsequent adjudication. When an investigation is complete, the contractor will forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor’s adjudicating official, the final decision and notification of the contractor. The provisions of paragraph (d) of this clause apply, if granted, to all appeals arising from any decision of the LPO and the subject’s written response (if any).

(d) The Laboratory may designate another contractor in conducting an inquiry or investigation into an allegation of research misconduct if the LPO finds that:

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause.

(2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry.

(3) Laboratory involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest.

(4) The allegations involve possible criminal misconduct.

(e) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:

(1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may only come to light if good faith to the attention of the contractor without suffering retaliation. Safeguards include, but are not limited to, fair and objective processes for examining and resolving allegations; and diligence in protecting positions and reputations. The contractor shall also provide the subjects of allegations confidence that their identities will be kept confidential and that the research misconduct investigation will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations of the existence of the allegation and means to access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.

(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no personal or professional (actual or apparent) conflict(s) of interest(s) with the subject(s) of the allegations or a history of bias. Such investigator(s) must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The contractor shall conduct the inquiry and investigations of research misconduct promptly, but thoroughly. Generally, an investigation should be conducted by an individual who is experienced in the type of research and the research misconduct and should be complete within 60 days of receipt of the record of investigation.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and appropriate adjudication, the investigator’s findings and the identity of the subjects of allegations and informants should be limited to those with a need to know.

(5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research community or in the course of the work. The contractor must take all necessary corrective actions. Such action may include but are not limited to: correcting the research record and appropriate informing restrictions on employment, or other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Such sanction must be consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the research misconduct and its impact. Such sanctions must be done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

(e) The Laboratory reserves the right to pursue such remedies and other actions as it deems necessary to mitigate the impact of such research misconduct on the research community and any affected individual(s). The Laboratory may coordinate with other laboratories, national laboratories, and international laboratories and organizations.

(f) Definitions. “Research Misconduct” means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken. Fabrication” means making up data or results and recording or reporting them. “Falsification” means manipulating research or experimental data, or results, or words without giving appropriate credit. “Research misconduct” means all acts of falsification, fabrication, plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

(g) Research misconduct means the record of all data or results that embody the facts resulting from scientists’ inquiries, including, but not limited to, research proposals, laboratory reports, both oral and written, electronic mail, correspondence, laboratory notebooks, technical reports, internal reports, and journal articles.

(h) By executing this clause, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 37 CFR 73.2 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

77. The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

68. LABORATORY SITE ACCESS AND FOR PARTICIPATION IN ACTIVITIES WITHOUT U.S. NATIONALS (DEC 2004)

Site Access

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted in writing by the Laboratory to the Office of Foreign Visits and Assignments (OFVA) and the LPO must receive a copy. OFVA is responsible for reviewing written requests and the Laboratory shall receive a copy. OFVA will take up to one year after the internal approvals have been processed. The time frames indicated above do not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery period.

In support of a request, contact the Argonne Technical Investigator associated with your activity.

Activity Participation

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

69. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national by direct or indirect means, whether in written form or through workshops, or computer networking is an export. If a foreign national observes equipment or a process, it may be considered an export if the elements of a technical data are the result of the contractor’s obligation to obtain all appropriate export licenses, keep records required, and comply fully with all export control statutes and regulations. Unauthorized use of government and/or contractor provided export control information or technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempted from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations. It is important to consider the local laws and regulations in the countries to which the Laboratory personnel travel abroad.

An export can occur through a variety of means, including oral communications, written documentation, or any other form. To ensure that the Laboratory and its personnel do not disclose U.S. controlled information to unauthorized persons, the Laboratory must abide by all of the export control laws and regulations. It is important to consider the local laws and regulations in the countries to which the Laboratory personnel travel abroad.

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
• Published technical data

The requirement is to be flowed-down to all subcontractors at any tier.

71. CONFLICTS OF INFORMATION (AUG 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified by the Contracting Officer is hereby identified, and 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.

72. ENVIRONMENTAL PROTECTION (AUG 2001)

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

73. LIMITATIONS PERIOD (AUG 2001)

Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be initiated in writing to the Laboratory Procurement Office within two years of the date the cause of action arose or the facts giving rise to the cause of action were or should have been known to the contractor. Where a change is effective within two years of the date the cause of action arose or the facts giving rise to the cause of action were or should have been known to the contractor. Where a change is effective within two years of the date the cause of action arose or the facts giving rise to the cause of action were or should have been known to the contractor. Where a change is effective within two years of the date the cause of action arose or the facts giving rise to the cause of action were or should have been known to the contractor.
under the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

74. 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.

75. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2013)

(a) Definitions. As used in this clause—

"Driving"—

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

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

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. This 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 shall be 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.

76. INTEGRATION CLAUSE (AUG 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.

77. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

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

2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

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

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

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

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

78. 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 are not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

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

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