APPENDIX A
ARGONNE TERMS AND CONDITIONS
(For Labor-Hour and Time and Materials Contracts)

1. Displaced Employee Hiring Preference (Jun 1997) ........................................ 2
2. Covenant Against Contingent Fees (May 2014) ........................................ 2
3. Equal Opportunity (Apr 2015) ................................................................. 2
4. Equal Opportunity For Veterans (July 2014) .......................................... 2
5. Equal Opportunity For Workers With Disabilities (Jul 2014) ..................... 2
6. Employment Reports Veterans (Jul 2014) ................................................ 2
10. Information Technology Acquisitions (March 2009) ............................. 3
11. Security (Oct 2013) (Deviation) ............................................................ 3
12. Classification/Declassification (Sep 1997) .............................................. 4
15. Energy Efficiency In Energy-Consuming Products (Dec 2007) .............. 5
16. Submission Of Transportation Documents For Audit (Feb 2006) ............ 5
17. Preference For U.S. Flag Air Carriers (Jun 2003) .................................. 5
18. Preference For Privately Owned U.S. – Flag Commercial Vessels (Feb 2006) ................................................................. 5
19. Applicable Law (Oct 1999) ................................................................. 5
20. Small Business Subcontracting Plan (Oct 2014) ..................................... 6
22. Notice To The Laboratory Of Labor Disputes (Oct 1999) ....................... 7
23. Reports (Oct 1999) ............................................................................. 7
25. Subcontractor Cost Or Pricing Data (Oct 2010) ..................................... 7
27. Price Reduction For Defective Certified Cost Or Pricing Data (Aug 2003) .................................................................................. 7
28. Price Reduction For Defective Certified Cost Or Pricing Data— Modifications (Aug 2011) ........................................................................... 8
30. Changes (July 2007) ........................................................................... 8
31. Excusable Delays (Oct 1999) ............................................................. 8
32. Inspection (Oct 1999) ........................................................................ 9
33. Permits Or Licenses (Oct 1999) ........................................................... 9
34. Subcontracts (Oct 2010) .................................................................. 9
35. Assignment (Oct 1999) .................................................................... 9
36. Subcontracts For Commercial Items (Apr 2015) ................................ 9
37. Property (Jan 2013) ......................................................................... 10
38. Conduct Of Employees (Aug 2001) .................................................... 10
39. Personal Identity Verification Of Contractor Personnel (Jan 2011) .... 10
40. Key Personnel (Dec 2000) ................................................................. 10
41. Contract Work Hours And Safety Standards Act – Overtime Compensation (May 2014) ................................................................. 10
42. Integrity Of Unit Prices (Oct 2010) ..................................................... 11
43. Warranty Of Services (May 2001) ...................................................... 11
44. Warranty Of Supplies (Jun 2014) ........................................................ 11
45. Contracts For Materials, Supplies, Articles, And Equipment Exceeding $15000 (May 2014) ................................................................. 11
46. Buy American Act – Supplies (May 2014) .......................................... 11
47. State And Local Taxes (Dec 2000) ..................................................... 11
48. Termination (Cost-Reimbursement) (May 2004) .................................. 11
49. Restriction On Certain Foreign Purchases (Jun 2008) ......................... 12
50. Restrictions On Subcontractor Sales To The Government (Sep 2006) ...... 12
51. Payments (Feb 2004) ....................................................................... 12
52. Limitation On Payments To Influence Certain Federal Transactions (Oct 2010) ................................................................. 13
53. Bankruptcy (Jul 1995) ....................................................................... 13
54. Limitation Of Cost (Apr 1984) ......................................................... 13
55. Limitation Of Funds (Apr 1984) ......................................................... 13
56. Anti-Kickback Procedures (May 2014) ............................................... 14
57. Consideration And Allowable Costs (Aug 2001) .................................. 14
59. Whistleblower Protection For Contractor Employees (Dec 2000) ........ 15
60. Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014) ......................... 15
61. Protecting The Government’s Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Aug 2013) ................................................................. 15
62. Combating Trafficking In Persons (Mar 2015) ...................................... 15
63. Research Misconduct (Jul 2005) ........................................................ 16
64. Laboratory Site Access And /Or Participation In Activities By Non-U.S. Nationals (Dec 2004) ................................................................. 17
66. Export Control Information For Foreign Travel (Nov 2002) ..................... 17
67. Conflicts Of Documentation (Aug 2001) ............................................. 17
68. Environmental Protection (Aug 2001) ............................................. 17
69. Limitations Period (Aug 2001) ........................................................... 17
71. Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011) ................................................................. 17
72. Integration Clause (Aug 2001) ............................................................ 17
73. Technical Standards Program (Feb 2011) .......................................... 17
74. Suspect Counterfeit Parts (Dec 2007) ................................................ 17
1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed in the Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has not received or who is not the eligible criteria for receiving any retraining or other work under its contract with the Department of Energy pursuant to the 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 with requirements for work under its contract with the Department at the time the position is available.

(b) Requirement.

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

(c) Notice.

The Contractor shall provide notice to employees and applicants for employment.

(d) Endorsement.

The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the requirements of this clause.

2. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) Contractor.

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee of an agency of the Government acting in the official capacity of the agency, as authorized by the Secretary of the Department of Labor, or as provided under the Yellow Pages of a Government contract.

(b) Postings.

(1) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary.

(2) The Contractor shall include the terms of this clause in every subcontract or purchase order that has an aggregate value in excess of $10,000, the Contractor shall be provided by the Contracting Officer advising the labor union or workers' organization of the United States, upon request, the terms, including action for noncompliance.

(3) The Contractor shall post notices in conspicuous places available to employees and applicants for employment

(4) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) The Contractor shall provide notices in conspicuous places available to employees and applicants for employment.

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

3. EQUAL OPPORTUNITY (APR 2015)

(a) Definition. As used in this clause, “gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, as modified by court decisions, and by the United States Supreme Court. “Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, as modified by court decisions, and by the United States Supreme Court. “Full range of gender expression” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, as modified by court decisions, and by the United States Supreme Court.

(b) Requirements.

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

(2) The Contractor shall post information necessary to determine the applicability of this clause.

4. EQUAL OPPORTUNITY FOR VETERANS (JULY 2014)

(a) Definitions. As used in this clause—

"Federal Contractor Veterans' Employment Report (VETS-100A Report)."

"Active duty war time or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.


(b) Reporting.

(1) The Contractor shall report at least annually to the Contracting Officer.

(2) The Contractor shall include the terms of this clause in every subcontract or purchase order that has an aggregate value in excess of $10,000, the Contractor shall be provided by the Contracting Officer advising the labor union or workers' organization of the United States, upon request, the terms, including action for noncompliance.

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

(a) General.

(1) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary.

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

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities.

- (ii) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities.

(c) Noncompliance.

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

(7) The Contractor shall take such action as to every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

6. EMPLOYMENT REPORTS ACTIVES (JUL 2014)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "active duty wartime or campaign badge veteran," and "recently separated veteran," have the meanings given in FAR 22.1301.

(b) Reporting.

(1) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary.

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

(c) Noncompliance.

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

(7) The Contractor shall take such action as to every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as to every subcontract or purchase order.

7. EMPLOYMENT REPORTS ACTIVES (JUL 2014)

(a) Definitions. As used in this clause—

"Federal Contractor Veterans’ Employment Report (VETS-100A Report)."


(b) Reporting.

(1) The Contractor shall report at least annually to the Contracting Officer.

(2) The Contractor shall include the terms of this clause in every subcontract or purchase order that has an aggregate value in excess of $10,000, the Contractor shall be provided by the Contracting Officer advising the labor union or workers' organization of the United States, upon request, the terms, including action for noncompliance.

(c) Noncompliance.

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

(7) The Contractor shall take such action as to every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as to every subcontract or purchase order.
The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect all new hires, and maximum and minimum number of employees, during the most recent 12-month period, preceding the ending date selected for the report. Contractors may select an ending date—

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

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100). The number of veterans reported must be based on data known to the contractor when completing the EEO-1 form.

The number of veterans reported shall not be reported on the DoD's Veterans Status Report EEO-2 (Standard Form 503). This report is not required to include the clause prescribed at 41 CFR 60-300.42.

A contractor shall not permit such provisions to be binding upon each subcontractor.

8. NOTIFICATION OF EMPLOYEES UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

9. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions: As used in this clause—

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

(i) Any means of supply that is—

(A) A commercial item (as defined in paragraph (f)(1) of the definition at 21 CFR 401.2), which is subject to an end item that is packaged in a commercial item (e.g., hardware or software in a commercial item container)

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

(b) Employment eligibility verification requirements—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(i) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(ii) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(iii) Enrollment less than 90 calendar days after enrollment in the E-Verify program.

(b) Enrollment and verification requirements—

(1) The Contractor is not enrolled as a Federal Contractor in the E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees;

(ii)推行于2010年1月1日前所在州或地方政府的联邦监管机构;或

(2) If the Contractor is enrolled in E-Verify, the Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not hired within 30 calendar days of the contract award, within 3 business days after the date of hire (but see paragraph (b)(4) of this section); or

(ii) Enrollment less than 90 calendar days after enrollment in the E-Verify program shall be referred to a suspension or debarment official.

The Contractor shall ensure the contractor's knowledge of veterans status may be obtained in

(iii) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Is for—

(i) and sold in substantial quantities in the commercial marketplace; and

(ii) During the period between termination of the MOU and a decision by the suspension or
debarment official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(1) Is for—

(ii) During the period between termination of the MOU and a decision by the suspension or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and

(i) Enrollment in the E-Verify program; or
debarred official whether to suspend or debar, the Contractor is excused from such suspension or debarment; and
documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract. Sabotage, espionage, loss or theft, or damage by fire, water, vandalism, or other causes, including acts of terror, shall be considered to be part of normal business risks and shall not be retained by the Contractor at completion or termination of this 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 the performance of this contract. If retention by the Contractor is required, at the end of the contract, to transmit to DOE any classified material or special nuclear material, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

If a Contractor has changes involving foreign ownership, control, or influence, DOE must be given the opportunity to agree or disagree with the changes. If DOE does not agree, it will be considered a violation of the laws pertaining to classified information. If the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance of the contract, DOE may terminate the contract for default and any subsequently approved change will be considered a violation of the laws pertaining to classified information.

The Contractor shall protect any foreign ownership, control and influence determination and facility clearance, and the related acquisition of access authorizations prior to employment, and that subsequent reevaluations may be required. If the position is covered by the Counterintelligence Enterprise Protective Program, the contractor must comply with the requirements set forth in Executive Order 12958, as amended.

The Contractor shall not permit any individual to have access to any classified information or special nuclear material. Under the Standards of Conduct for Employees of the Executive Branch. DOE is responsible for maintaining the security of classified information and will only authorize access on a need-to-know basis.

The Contractor must maintain a record of information concerning each unclassified applicant or unclassified employee who is selected for a position requiring access to special nuclear material, which are reviewed annually and updated as necessary. The Contractor must provide classified access training for all employees who require access to special nuclear material. The Contractor must conduct annual background checks on all employees who have access to special nuclear material. If any employee is found to have access to special nuclear material, the Contractor must take immediate action to remove the employee from access and notify the DOE.

The Contractor must ensure that all classified information is safeguarded at all times. The Contractor must conduct periodic reviews of all classified information and make necessary changes to the security classification of the information. The Contractor must also ensure that all classified information is stored in secure locations and that access to the information is restricted to authorized personnel.

The Contractor must conduct annual security reviews of all classified information to ensure that the security classification is appropriate. The Contractor must also conduct periodic reviews of all classified information to ensure that the security classification is appropriate. The Contractor must also conduct periodic reviews of all classified information to ensure that the security classification is appropriate.

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12. CLASSIFICATION/DEClassIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to the classification and declassification of documents. In this section, "information" means facts, data, or knowledge which is classified or restricted in its form or substance. The Contractor must classify and declassify all information in accordance with DOE directives. The Contractor must also provide for the protection of classified information and for the handling of classified information.

The Contractor shall ensure that all classified information is safeguarded at all times. The Contractor must conduct periodic reviews of all classified information and make necessary changes to the security classification of the information. The Contractor must also ensure that all classified information is stored in secure locations and that access to the information is restricted to authorized personnel.

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13. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) The Contractor or a Contractor-owned or -operated facility of a user of a facility in the performance of this contract, shall file by July 1 for the prior calendar year an Annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(i) and (g) of the Clean Air Act, as amended by the Environmental Protection Agency (EPA) under 40 C.F.R., Parts 330, 331, and 336, and section 6007 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), collected during the current calendar year for each of the three fiscal years covered by the report. The Contractor must file the Form R with the nearest Office of Emergency and Compliance Planning Office and the nearest Office of Emergency and Compliance Planning Office.

(b) A Contractor-owned or -operated facility shall file the Form R with the nearest Office of Emergency and Compliance Planning Office and the nearest Office of Emergency and Compliance Planning Office.

(c) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.

(d) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.

(e) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.

(f) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.

(g) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.

(h) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.

(i) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.

(j) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies and the results of the review are filed with the nearest Office of Emergency and Compliance Planning Office.
(vi) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(vii) Industry code 4983 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6922, et seq.), or 5189, 52/53, 7389 (limited to facilities primarily engaged in solvent recovery services on a fee or fee-for-benefit basis).

(5) The facility is not located in the United States or its outlying areas.

(6) The Contractor has experience in one or more of the areas noted in paragraphs (a) through (5) of this clause.

(b) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government or the Laboratory shall be clearly marked and labeled as required by the EPCRA and FPA toxic chemical release filing and reporting requirements.

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

(1) Be submitted in writing;

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

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

(d) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government or the Laboratory shall be clearly marked and labeled as required by the regulations issued pursuant to the law of Illinois and made available for on-site audits. This exception only applies to freight shipment bills and is subject to the law of Illinois. The contractor shall ensure that any exceptions noted in the bill of lading shall be submitted to the Department of Energy's Federal Energy Management Program.

14. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing—

(1) Prior to the delivery of or, prior to completion of any servicing required by this contract of items containing either (a) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract; or (b) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries. Such notice shall include the date and time of the discovery, and the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice of the hazards involved. See FAR 23.601(c).

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

(1) Be submitted in writing;

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

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

(c) The Contractor shall ensure that any exceptions noted in the bill of lading shall be submitted to the Department of Energy's Federal Energy Management Program.

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

(a) Definition. As used in this clause—

“Energy-efficient product”—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. §2659e).

(b) The Contractor shall ensure that energy-consuming products are energy-efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered directly to the Contractor;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, operation, or maintenance, between the date of the contract, and the name of the provision.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP or

(2) Otherwise approved in writing by the Contracting Officer.

Information about these products is available for—

(1) ENERGY STAR® at http://www.energystar.gov/products; and

(2) FEMP at http://www.cbp.dhs.gov/femp/loep_requirements.html.

16. SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursable contract, or

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Contractors shall submit documentation that those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is subject to the law of Illinois. Contractors shall submit the above referenced transportation documents to—

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carriers was not available to foreign passenger or cargo operations for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):

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

(a) Except as provided in paragraph (e) of this clause, the Cape Cod Agreement of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, and commodities to be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). This transportation shall be accomplished as though the equipment, materials, and commodities were located within or outside the United States, that may be transported by ocean vessel only.

(b) The Contractor, as owner or operator of a facility used in the performance of this contract or in its owned or operated facilities used in the performance of this contract, is no longer exempt.

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

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

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

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

(1) The Contractor, and

(2) The Office of Cargo Preference
Maritime Administration (MAR-590)
400 Seventh Street, SW
Washington, D.C. 20590

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

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

(b) Section 5 of the Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Pryor Amendment) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds from which the Government derives funds for such transportation or for any other local or foreign transportation of cargo or passengers.

(c) If available, the contractor, in performing work under this contract shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the contractor requests a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation services.

19. 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.
20. SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

This clause does not apply to small business concerns.

The definition of "Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups, living under the laws of the United States or under the direction of the Bureau of Indian Affairs in accordance with the Alaska Native Claims Settlement Act (25 U.S.C. 1624), et seq., and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs. It also includes all Indian organizations that meet the requirements of 25 U.S.C. 1626.

"Indian tribe" means a product or service that satisfies the definition of commercial item in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.), and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), and which is considered a minority and economically disadvantaged concern under the Department of Commerce’s definition. Reporting shall be in accordance with the Federal Acquisition Regulation.

This definition also includes all Indian organizations that meet the requirements of 25 U.S.C. 1626(e)(2). "Commercial item" means a product or service that satisfies the definition of commercial item in accordance with the Federal Acquisition Regulation.

"Local Business Development Agency" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at eSRS.sam.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups, living under the laws of the United States or under the direction of the Bureau of Indian Affairs in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.), and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), and which is considered a minority and economically disadvantaged concern under the Department of Commerce’s definition. Reporting shall be in accordance with the Federal Acquisition Regulation.

The definition of "Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups, living under the laws of the United States or under the direction of the Bureau of Indian Affairs in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.), and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), and which is considered a minority and economically disadvantaged concern under the Department of Commerce’s definition. Reporting shall be in accordance with the Federal Acquisition Regulation.

"Local Business Development Agency" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at eSRS.sam.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups, living under the laws of the United States or under the direction of the Bureau of Indian Affairs in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.), and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), and which is considered a minority and economically disadvantaged concern under the Department of Commerce’s definition. Reporting shall be in accordance with the Federal Acquisition Regulation.

The definition of "Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups, living under the laws of the United States or under the direction of the Bureau of Indian Affairs in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.), and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), and which is considered a minority and economically disadvantaged concern under the Department of Commerce’s definition. Reporting shall be in accordance with the Federal Acquisition Regulation.

"Local Business Development Agency" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at eSRS.sam.gov.
(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting the SBA directly on behalf of the contractor.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, or small disadvantaged business concern to ensure the integrity of the subcontracting process.

(6) At the point of award of the contract, before solicitation, or before CCR filing, whichever is later, the contractor shall submit a certified cost or pricing data report as follows:

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

(1) The master plan has been approved.

(2) The contractor ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plans.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall contain the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan approved by the procuring activity as provided for under this paragraph.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts and by prime contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower-tier subcontractors, regardless of whether the subcontractor is a small business concern or otherwise.

(i) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

(k) The report shall be submitted annually, within thirty days after the close of each reporting period, unless otherwise directed by the Contracting Officer.

(l) The authority to approve or reject SSRs resides with the Contracting Officer to satisfy the requirements of this contract. The technical data contained in the proposal upon which this contract was based.

25. SUBCONTRACTOR COST OR PRICING DATA (COT 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 in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably necessary to determine the contractor’s expected cost or pricing data in the judgmental factors applied and the mathematical or other methods used in the estimate, including the use of court-ordered or mandated rate adjustments for the purpose of determining 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 the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the contractor shall insert the following clause:

(1) The substance of this clause shall be substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the negotiated price of the subcontract or subcontract modification.

(d) The contractor shall insert the substance of this clause, including the 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: 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 in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably necessary to determine the contractor’s expected cost or pricing data in the judgmental factors applied and the mathematical or other methods used in the estimate, including the use of court-ordered or mandated rate adjustments for the purpose of determining the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

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

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

(b) Be limited to such modifications.

(b) 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 in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably necessary to determine the contractor’s expected cost or pricing data in the judgmental factors applied and the mathematical or other methods used in the estimate, including the use of court-ordered or mandated rate adjustments for the purpose of determining the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

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

(d) The contractor shall insert the substance of this clause, including the 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: 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 in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably necessary to determine the contractor’s expected cost or pricing data in the judgmental factors applied and the mathematical or other methods used in the estimate, including the use of court-ordered or mandated rate adjustments for the purpose of determining the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

27. 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 complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were accurate, and that the data were consistent with the Contractor’s Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly. The affected portion of this 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 subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract or actual cost to the Contractor had not already been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(c) Except as provided in paragraph (b) of this clause, if the Contractor fails to provide or submit any information required under paragraph (a) of this clause within 45 days of written notice by the Contracting Officer, the Contracting Officer may not allow any cost that is not supported by information submitted by the Contractor.

(2) If the Contracting Officer determines under paragraph (a) of this clause that a price or subcontractor is a sole source supplier or otherwise was in a superior bargaining position and that the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(3) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor did not make affirmative action to bring the character of the data to the attention of the Contracting Officer.

(4) 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.

(5) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(6) Except as prohibited by subdivision (d)(2)(i)(I) of this clause, an offset shall not be allowed if—

(A) The contractor certifies to the Contracting Officer that, to the best of the contractor’s knowledge and belief, the contractor is entitled to the offset in the amount requested.

(B) The Government proves that the contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or (2) a subcontractor or prospective subcontractor furnished the contractor certified cost or pricing data that were not complete, accurate, and current as certified in the contractor’s Certificate of Current Cost of Pricing Data and that the contractor or subcontractor knowledge submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

26. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MAY 2013

(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 52.203-1, except that this clause does not apply to any modification if an exception under FAR 52.203-1 applies.

(b) Any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or (2) a subcontractor or prospective subcontractor furnished the contractor certified cost or pricing data that were not complete, accurate, and current as certified in the contractor’s Certificate of Current Cost of Pricing Data, and that the contractor or subcontractor knowledge submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

30. CHANGES (JUNE 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, if the change order is necessitated by an event that occurs during the performance of the contract, including (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the Government’s requisition or acceptance of the work; (4) in the work performed; (5) in the work delivered or furnished by the contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the contractor proposed, billed, or claimed excessive pass-through charges.

(b) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(c) The contractor shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor.

(d) The contractor shall include verification that the contractor will provide added value.

(e) An offset shall not be allowed if—

(f) The contractor certifies to the Contracting Officer that, to the best of the contractor’s knowledge and belief, the contractor is entitled to the offset in the amount requested.

(g) The contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or (2) a subcontractor or prospective subcontractor furnished the contractor certified cost or pricing data that were not complete, accurate, and current as certified in the contractor’s Certificate of Current Cost of Pricing Data, and that the contractor or subcontractor knowledge submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

31. EXCUSIV DELAYS (OCT 1999)

(a) Except for defaults of subcontractors at any tier, the contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the contractor’s control and with respect to which the contractor is not responsible, and the contractor has not been notified by the government that the failure is not excusable. The 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) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) labor conspiracies, (9) severe weather, (10) civil commotions, (11) failure to perform must be beyond the control and without the fault or negligence of the contractor. This clause does not excuse a contractor’s failure to progress or to perform.

(b) In the event that 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 either, the contractor shall not be deemed to be in default, unless—

(1) The subcontracted supplies or services were obtained from other sources;
(2) The Laboratory ordered the contractor in writing to purchase these supplies or services from the other source; and
(3) The contractor failed to comply reasonably with this order.

(c) Upon request of the contractor, the Laboratory shall ascertain the facts and extent of the failure. If the Laboratory 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 Laboratory under the termination clause of this contract.

32. 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; or
(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the delivery of physical materials.

(b) The contractor shall provide and maintain an inspection system acceptable to the Laboratory covering the material, manufacturing 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 Laboratory during contract performance and for as long afterwards as the contract requires.

(c) The Laboratory 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, and in any event before acceptance. The Laboratory may also inspect the plant or plants of the contractor or any subcontractor engaged in contract performance. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Laboratory performs inspection or test on the premises of the contractor or a subcontractor, the contractor shall furnish and shall require subcontractors to furnish all necessary personnel and facilities and assistance for the satisfactory performance of the inspection and test.

(e) Unless otherwise specified in the contract, the Laboratory shall accept or reject services and materials placed in delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Laboratory may require the contractor to replace or correct services or materials at that time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the terms of the contract, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the total rate attributable to profit. The contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) If the contractor fails to proceed with reasonable promptness to perform required replacement or correction, or if the replacement or correction performed within the ceiling price (or the ceiling price as increased by the Laboratory), the Laboratory may—

(1) By notice or otherwise, perform the replacement or correction, charge to the contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
(2) Terminate this contract for default.

(h) Notwithstanding paragraphs (f) and (g) above, the Laboratory may at any time require the contractor to replace or correct by correction, within the cost to the Laboratory, any failure by the contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the contractor's managerial personnel, or (2) the conduct of one or more of the contractor's employees selected or retained by the contractor after any of the contractor's managerial personnel has reasonable grounds to believe that such conduct was actually or constructively authorized or directed on behalf of the contractor.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials and services originally delivered under this contract.

(j) The contractor has no option or liability to the extent that the contractor is required to correct or replace materials and services at time of delivery not meet contract requirements, except as provided in this clause, or as otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

33. PERMITS OR LICENSES (OCT 1999)

Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses and adhere to 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.

34. 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 44 of the Federal Acquisition Regulation (FAR).

"Contractor" means any person, including the Contractor or its subcontractor, to whom the Contracting Officer has extended the contract.

"Contractor's managerial personnel" means any of the contractor's directors, officers or supervisory employees who have supervision or direction of any one plant or separate location at which the contract is being performed.

"Materials," as used in this clause, includes data when the contract does not include the delivery of physical materials.

"Subcontract" means any contract, as defined in FAR 2.101, other than a contract entered into between the original contractor and a subcontractor under this contract.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related to this contract, with respect to which the Contractor may be entitled to reimbursement.

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowable costs under this contract;
(3) To relieve the Contractor of any responsibility for performing this contract;
(4) Of any increase in costs or decrease in cost or time otherwise provided for in this contract; or
(5) Of the cost-plus-a-fixed-fee contract mechanism.

(c) If the Contractor has an approved purchasing system, this contract shall constitute a determination that the Contractor has the administrative and technical capability to comply with this contract.

35. ASSIGNMENT (OCT 1999)

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

36. SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)

(a) Definitions. As used in this clause—

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

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

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related to this contract, with respect to which the Contractor may be entitled to reimbursement.

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowable costs under this contract;
(3) To relieve the Contractor of any responsibility for performing this contract;
(4) Of any increase in costs or decrease in cost or time otherwise provided for in this contract; or
(5) Of the cost-plus-a-fixed-fee contract mechanism.

37. VISITS TO PLANT (OCT 1999)

The Laboratory shall have reasonable facilities and assistance for the safe and convenient performance of the duties.

38. ADJUDICATION OF CLAIMS (OCT 1999)

"Contractor's managerial personnel," as used in this clause, means any of the contractor's directors, officers or supervisory employees who have supervision or direction of any one plant or separate location at which the contract is being performed.

"Materials," as used in this clause, includes data when the contract does not include the delivery of physical materials.

"Subcontract" means any contract, as defined in FAR 2.101, other than a contract entered into between the original contractor and a subcontractor under this contract.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related to this contract, with respect to which the Contractor may be entitled to reimbursement.

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowable costs under this contract;
(3) To relieve the Contractor of any responsibility for performing this contract;
(4) Of any increase in costs or decrease in cost or time otherwise provided for in this contract; or
(5) Of the cost-plus-a-fixed-fee contract mechanism.

(c) If the Contractor has an approved purchasing system, this contract shall constitute a determination that the Contractor has the administrative and technical capability to comply with this contract.

35. ASSIGNMENT (OCT 1999)

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

36. SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)

(a) Definitions. As used in this clause—

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

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

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related to this contract, with respect to which the Contractor may be entitled to reimbursement.

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowable costs under this contract;
(3) To relieve the Contractor of any responsibility for performing this contract;
(4) Of any increase in costs or decrease in cost or time otherwise provided for in this contract; or
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"Materials," as used in this clause, includes data when the contract does not include the delivery of physical materials.

"Subcontract" means any contract, as defined in FAR 2.101, other than a contract entered into between the original contractor and a subcontractor under this contract.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related to this contract, with respect to which the Contractor may be entitled to reimbursement.

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowable costs under this contract;
(3) To relieve the Contractor of any responsibility for performing this contract;
(4) Of any increase in costs or decrease in cost or time otherwise provided for in this contract; or
(5) Of the cost-plus-a-fixed-fee contract mechanism.

(c) If the Contractor has an approved purchasing system, this contract shall constitute a determination that the Contractor has the administrative and technical capability to comply with this contract.
37. PROPERTY (JAN 2013)

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

(b) Title to property. Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the contractor is entitled to be reimbursed therefor, shall vest in the Government and shall be used only for the purposes of this contract. The Contractor shall make such disposition of rejected items as the Laboratory Procurement Official shall direct.

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

(d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official may direct during the progress of the work or upon completion or termination of the contract. The Contractor may store, such property in such manner and at such sites as are approved by the Laboratory Procurement Official. The Contractor shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor by any sale of Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affiliation to any other property.

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

(f) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official may direct during the progress of the work or upon completion or termination of the contract. The Contractor may store, such property in such manner and at such sites as are approved by the Laboratory Procurement Official. The Contractor shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor by any sale of Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affiliation to any other property.

(g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the Contractor with a value above the threshold set out in the Contractor's approved property management system, the Contractor —

(i) Shall immediately inform the Laboratory Procurement Official of the occasion and extent of the damage, destruction, or loss, and shall take all reasonable steps to protect the property remaining, and

(ii) Shall prepare an inventory of the damaged, destroyed, or lost property, taking all necessary steps to protect and preserve the property.

(h) Government property for Government use only. Government property shall be used only for the performance of this contract.

(i) Property Management —

(1) Property Management System.

(i) The Contractor shall establish, administer, and properly maintain an approved property management system for the acquisition of property, record-keeping and accountability, disposition, insurance, and other aspects of government property management.

(ii) The property management system shall be submitted to the Laboratory Procurement Official for review and approval. The Contractor's property management system shall be submitted to the Laboratory Procurement Official at the beginning of the contract, and at any time thereafter, in accordance with the Department of Energy Property Management Regulations, and such other regulations as the contracting parties may agree to.

(iii) To the extent directed by the Laboratory Procurement Official, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a property reconciliation.

(iv) The property management system shall be used for the purposes of accounting for, protecting, and maintaining the Government property described in this clause.

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

38. 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 to maintain such standards.

39. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The contractor shall have control over identified individual personnel using key card or biometric badge systems.
subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contractors, Offic shall withhold from future payments or otherwise financially assist the Contractor in the same manner as required by the Government. The Contractor and any subcontractor are subject to the Contract Work Hours and Safety Standards Act.

(a) Payroll and basic records.

[1] The Contractor shall maintain payroll and basic payroll records for all laborers and mechanics working on the contract during the period of performance. During the 4 years after contract completion, these records shall contain the name and address of each employee, social security number, labor classifications, hours of wages paid, daily and weekly number of hours worked deductions made, and other information required for construction work by Department of Labor regulations at 29 CFR 535.2(c).

(b) The Contractor shall maintain and permit inspections of payroll records and other relevant records of subcontractors. The records maintained by the Contractor and his subcontractors shall be adequate to enable the Government to determine if the Contractor is complying with the wage standards and requirements specified in the contract. The records maintained by the Contractor and his subcontractors shall be made available to the Government for a period of 4 years after contract completion.

(c) The Contractor shall keep escrow funds where required by the Government, or make provision for the Government to have access to escrow funds where required by the Government.

42. INTEGRITY OF UNIT PRICES (OCT 2010)

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

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items’ base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

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

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for supplies acquired for use in the United States. The Government reserves the right to request substantiation provisions in any subcontract to the provisions in this clause. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

43. WARRANTY OF SERVICES (MAY 2001)

(a) Definition. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory of delivering to the Contractor, or of delivering otherwise to the Contractor, for its use or control, the supplies and services to be furnished by the Contractor under the terms of this contract. Acceptance by or for the Government of a contract will be limited to a waiver of the right to make an equitable adjustment in the contract price for defects not discovered at the time of acceptance.

(b) Except as otherwise required by the quality assurance program, the Contractor is not required to repair or replace, free of defects in workmanship and materials, the supplies or services delivered under this contract, except as ordered by the Laboratory or as provided for in any subcontract or purchase order for supplies. Any claims for defects or nonconformities shall be made within 30 days after the delivery of the supplies or services. Any claims for defects or nonconformities shall be accompanied by a statement of the nature of the defect or nonconformity and a description of the supplies or services that are alleged to be defective or nonconformant.

(c) The Contractor shall make available to the Government at all reasonable times for inspection any portion of the supplies or services that are under warranty, except as otherwise provided for in any subcontract or purchase order for supplies. The Contractor shall provide the Government with access to records, documents, and materials kept by or for the Contractor or any subcontractor or sub contractor that are necessary to verify the Contractor’s warranty obligations under this contract.

The Contractor shall make available, in a form and manner which is acceptable to the Government, all records kept by the Contractor or any subcontractor or subcontractor that are necessary to verify the Contractor’s warranty obligations under this contract.

44. WARRANTY OF SUPPLIES (JUN 2014)

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

Energy Consuming Products:

If the Contractor specifies or delivers energy consuming products for use in Federal Facilities, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable. Provided products with such a designation are available and are energy cost effective and meet applicable performance standards. Information about these products is available at EnergyStar.gov.

45. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15000 (MAY 2014)

Exception as otherwise may be approved, by written agreement, in which case the Government shall not be responsible for the contractor.

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

46. BUY AMERICAN ACT – SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

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

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

(A) Commercial off-the-shelf item (as defined in FAR 2.101);

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

(ii) Offered to the Government, under a contract or subcontract at any tier, without modification of standard commercially available products.

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(d), such as agricultural products and petroleum products.

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

(b) For components purchased by the Contractor, the acquisition cost, including transportation costs, shall be the place of incorporation of 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).

(c) For components manufactured by the Contractor, the costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, may be included in the profit. However, if the profit included in the contract does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

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

(2) An end product assembled in the United States.

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities and in a competitive commercial transaction and that are a substitution for domestic components of the same class or kind, shall be treated as domestic components.

(ii) The end product does not include any costs associated with the manufacture of the end product.

“Foreign end product” means an end product other than a domestic end product.

(i) The cost of the components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities and in a competitive commercial transaction and that are a substitution for domestic components of the same class or kind, shall be treated as components of a foreign end product.

(ii) The foreign end product includes any costs associated with the manufacture of the end product.

47. 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 imposed on goods or services provided under this contract that are billed to the Laboratory or that are included in the Government’s cost reimbursement payments, or that are otherwise passed through to the Laboratory, or that is otherwise imposed on the Contractor or any subcontractor or subcontractor that is responsible for that tax, fee, or charge. The Contractor or any subcontractor or subcontractor shall agree to pay and/or withhold this tax, fee, or charge on all goods, services, or supplies provided under this contract, with the exception of taxes, fees, or charges that are specifically authorized or imposed by the Federal Government, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact applicable or invalid.

(b) The Contractor shall agree to notify the Government and to cooperate with the Government in any legal action related to the payment of any tax, fee, or charge that may arise out of the performance of this contract.

(c) The Contractor shall agree to notify the Government in writing, at least 30 days before the effective date, of any tax, fee, or charge that may be levied on this contract or any subcontract, and to provide the Government with a copy of any order, resolution, tax, or judgment that is entered in regard to such tax, fee, or charge.

(d) The Contractor agrees to notify the Government in writing, at least 30 days before the effective date, of any tax, fee, or charge that may be levied on this contract or any subcontract, and to provide the Government with a copy of any order, resolution, tax, or judgment that is entered in regard to such tax, fee, or charge.

(e) The Contractor shall agree to notify the Government in writing, at least 30 days before the effective date, of any tax, fee, or charge that may be levied on this contract or any subcontract, and to provide the Government with a copy of any order, resolution, tax, or judgment that is entered in regard to such tax, fee, or charge.

(f) The Contractor shall agree to notify the Government in writing, at least 30 days before the effective date, of any tax, fee, or charge that may be levied on this contract or any subcontract, and to provide the Government with a copy of any order, resolution, tax, or judgment that is entered in regard to such tax, fee, or charge.

48. TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(a) The Laboratory may terminate performance of work under this contract or, from time to time, in part, if—

(1) The Laboratory Procurement Official determines that a termination is in the Government’s interest; or

(2) The Contractor’s performance is materially in default.

(b) The Laboratory Procurement Official shall terminate the contract if he or she determines that the contractor is in default. The contractor shall be given notice of the termination and an opportunity to cure the default within 10 days (unless extended by the Office of Contracting). Accepting notice specifying the default. “Default” includes failure to make progress in the work so as to endanger the completion of the work under the contract. The contractor shall be notified in writing of the termination and of the effective date of the termination. If, after termination for default, the Government determines that the contractor is in default or that the contractor’s failure to perform in accordance with the contract is due to causes beyond the control of the contractor and without the fault or the negligence of the contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a notice of termination, and except as directed by the Laboratory Procurement Official, the contractor shall—

(1) Stop work as specified in the contract;

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the portion of the contract not terminated; and

(3) Deliver to the Government all property and documents of the contractor, including but not limited to all materials, supplies, equipment, records, and other contract-related property,

(4) Deliver all property and documents of the contractor, including but not limited to all materials, supplies, equipment, records, and other contract-related property,

(5) Deliver all property and documents of the contractor, including but not limited to all materials, supplies, equipment, records, and other contract-related property,

(6) Deliver all property and documents of the contractor, including but not limited to all materials, supplies, equipment, records, and other contract-related property,
With approval or ratification to the extent required by the Laboratory Procurement Official, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(5) Transfer title (if not already transferred) and, as directed by the Laboratory Procurement Official, deliver to the Government:
   (i) The fabricated or unfinished parts, work in process, completed work, supplies, commodity, equipment, or other material purchased or acquired on account of or manufactured for this contract, that would be reimbursable to the Government.
   (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be returned to the Government.
   (iii) The jig(s), dies, fixtures, and other special tools and tooling acquired or manufactured for the contract, at the cost of which the Contractor has been or will be reimbursed under this contract.

(6) Complete performance of the work not terminated.

(7) Take any action that may be necessary, or that the Laboratory Procurement Official may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(8) Use its best efforts to sell, as directed or authorized by the Laboratory Procurement Official, any property or type of property referred to in paragraph (c)(7) of this clause. However, that the Contractor (i) is not required to extend credit to any purchaser and (ii) acquires the property under the contract as a result of a transfer or disposition, by and at prices prescribed by, and at prices prescribed by the Laboratory Procurement Official. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, except as otherwise directed by the Laboratory Procurement Official.

(9) The Contractor shall have the right of appeal, from any determination made by the Laboratory Procurement Official upon written request of the Contractor within this 125-day period.

(10) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Laboratory Procurement Official a list, certified as to quantity and quality of the condition of materials not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contracting Officer may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Contractor will accept the items and remove them or enter into a storage agreement. The Laboratory Procurement Official may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(11) After termination, the Contractor shall submit a final termination settlement proposal to the Laboratory Procurement Official in the form and within the time period prescribed by this clause. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination. The proposal shall be submitted upon written request of the Contractor by the Laboratory Procurement Official. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Laboratory Procurement Official.

(12) The Contractor shall submit a termination inventory schedule no later than 120 days from the effective date of termination, unless extended in writing by the Laboratory Procurement Official upon written request of the Contractor within this 125-day period.

(13) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Laboratory Procurement Official a list, certified as to quantity and quality of the condition of materials not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contracting Officer may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Contractor will accept the items and remove them or enter into a storage agreement. The Laboratory Procurement Official may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(14) After termination, the Contractor shall submit a final termination settlement proposal to the Laboratory Procurement Official in the form and within the time period prescribed by this clause. However, if the Contractor fails to submit the proposal within the time allowed, the Laboratory Procurement Official shall determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(a) Prior to final payment under this contract, the contractor shall submit a completion invoice and final statement to the Laboratory. This information shall be recorded on readily auditable and certified correct timekeeping and payroll records in accordance with Section RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) of the Federal Acquisition Regulation, in effect on the date of final payment under this contract. The contractor shall preserve said records and books of account for a minimum period of 3 years after the date of final payment under this contract. The Laboratory shall at all reasonable times, prior to and for a period of 3 years after the date of final payment under this contract, have the right to examine and make copies of such records and books of account.

(f) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract.

(i) The rights to the property shall be subject to all lawful liens and claims in favor of the Government.

(j) The payments shall be subject to all rights an interest in, or rights to receive payment of, the proceeds of any transfer or disposition.
52. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

(a) Definitions. As used in this clause:

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

(B) “Covered Federal action” means any of the following actions:

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

(1) The defined terms “Indian tribe” and “Indian self-determination” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

(2) “Agency and legislative liaison by Contractor employees” includes, but is not limited to, communication or appearance before an officer or employee of any agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(3) “Local government” means a unit of government in a State and, if established, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group, representative organization, and any other instrumentalities of a local government.

(4) “Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

(5) “Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, any officer or employee of a person who is regularly employed by that person and who has reason to believe that

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from engaging in any activity prohibited by this clause in connection with any covered Federal action.

(c) As part of the notification, the Contractor shall provide the Authorized Laboratory Procurement Official, with its offer, and registrants under the Lobbying Disclosure Act of 1995 have notified the Contractor that awards the subcontract shall retain the declaration.

(d) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract. The Contractor shall ensure that the new subcontractor that awards the subcontract shall complete and submit OMB Standard Form LLL to provide the required information.

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

53. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be made no later than 5 days after the initiation of the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the petition was filed, the filing number of the case, and a list of all Laboratory Contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

54. LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not exceed the Laboratory more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Laboratory improved the estimated total cost of performing this contract. The contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, is the Laboratory cost and is obligated to perform the work of the Contractor.

(b) The contractor shall notify the Authorized Laboratory Procurement Official in writing whenever it has reason to believe the cost specified in the Schedule:

(1) Exceeds by over 25 percent of the estimated cost specified in the Schedule.

(c) As part of the notification, the contractor shall provide the Authorized Laboratory Procurement Official a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this clause, the Contractor is not required to correct costs incurred in excess of the estimated cost specified in the Schedule or, it if is a cost-sharing contract, the estimated cost to the Laboratory specified in the Schedule.

(e) The contractor shall notify the Authorized Laboratory Procurement Official if touring required to perform the work of the Contractor.

(f) No notice, communication, or representation in any form other than that specified in subparagraph (d)(v) above, or from any person other than the Authorized Laboratory Procurement Official, shall affect this contract's estimated cost to the Laboratory. In the absence of the specified notice, the Contractor is not obligated to reimburse the contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of
the estimated cost to the Laboratory specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the amount allotted by the Laboratory in excess of the estimated cost specified in the Schedule is incurred before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Authorized Laboratory Procurement Official issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Charges shall not be considered an authorization to exceed the estimated cost to the Laboratory specified in the Schedule, unless they contain a statement increasing the estimated costs.

(h) If this contract is terminated or the estimated cost is not increased, the Laboratory and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

55. LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Laboratory more than (1) the estimated cost specified in the Schedule, or (2) if this is a cost-sharing contract, the Laboratory’s share of the estimated cost specified in the Schedule. The contractor shall use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the contractor’s and the Laboratory’s share of the costs.

(b) The Schedule specifies the amount presently available for payment by the Laboratory and allocates the funds to the contractor, the contractor’s share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Laboratory will allot additional funds incrementally to the Contractor up to the full estimated cost to the Laboratory specified in the Schedule and necessary to avoid incurring any fee. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Laboratory under the contract approximates but does not exceed the total amount actually allotted by the Laboratory to the contractor.

(c) The contractor shall notify the Authorized Laboratory Procurement Official in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred under the Schedule, will be 75 percent of (1) the total amount so far allotted to the contract by the Laboratory or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Laboratory plus the contractor’s corresponding share. The notice shall contain the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Subsequently, at the end of each period specified in the Schedule, the contractor shall notify the Authorized Laboratory Procurement Official in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the additional funds are allotted by the Laboratory to the contract.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule, or if, after another agreement, written notice the authorized Laboratory Procurement Official will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available to it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Authorized Laboratory Procurement Official may terminate this contract at that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(i) The laboratory is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Laboratory to this contract, and

(ii) The contractor is not entitled to any payment for a cost incurred by the contractor in this contract (including contracts under the Schedule) or otherwise incur costs in excess of the estimated cost to the Laboratory specified in the Schedule, unless they contain a written agreement of the Laboratory.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Laboratory or, (2) if this is a cost-sharing contract, the amount then allotted by the Laboratory to the contractor plus the contractor’s corresponding share, exceeds the estimated cost specified in the Schedule, or (3) if this is a cost-sharing contract, it is not reasonable and necessary for the performance of the work contemplated by the Schedule, and the additional funds will be required under the Schedule.

(h) No prior written communication, or representation in any form other than that specified in subparagraph (ii) 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 a specified notice, the Laboratory is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Laboratory to this contract, whether incurred during the course of the work, or as a result of termination or other notice. Such reimbursement may be allowed to the contractor in accordance with the provisions of the Termination clause of this contract, if the contractor estimates that the funds available to it to continue to discharge its obligations beyond that date, it may specify a later date in the request, and the Authorized Laboratory Procurement Official may terminate this contract at that later date.

(i) If the amount previously allotted by the Laboratory or, if this is a cost-sharing contract, the amount allotted by the Laboratory to the contractor plus the contractor’s corresponding share, exceeds the estimated cost to the Laboratory specified in the Schedule, or when and if the contractor is entitled to, or otherwise agrees to be reimbursed under the provisions of the Termination clause of this contract, the contractor shall be paid an additional amount of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(j) When and if to the extent that the amount allotted by the Laboratory to the contract is increased, any costs the contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Authorized Laboratory Procurement Official issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(k) Change orders shall not be considered an authorization to exceed the estimated cost to the Laboratory specified in the Schedule, unless they contain a statement increasing the estimated costs.

(l) If this contract is terminated or the estimated cost is not increased, the Laboratory and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

56. ANTI-KICKBACK PROCEDURES (MAY 2014)

(A) Definitions.

(1) *Kickback,* as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which, directly or indirectly, in whole or in part, is made or retained by any person as a consideration for the recommendation or procurement of, or as a reward for any act or transaction directly or indirectly connected with the supply of supplies, materials, etc., or services of any kind involved in or connected with a subcontract is made by or on behalf of a contractor, subcontractor, or subcontractor’s employee, subcontractor, or subcontractor, or subcontractor’s employee, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with the performance of a subcontract of a prime contract.

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

(3) *Prime contractor,* as used in this clause, means a person who has entered into a prime contract under the United States for the purpose of providing supplies, materials, equipment, or services of any kind.

(4) *Prime contractor employee,* as used in this clause, means an officer, partner, employee, or agent of a prime contractor.

(B) Subcontract, as used in this clause, means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(C) “Person,” as used in this clause, means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract.

(D) “Prime contractor procurement official” means any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

(E) Subcontractor, as used in this clause, means any person, partner, employee, or agent of a subcontractor.

57. CONSIDERATION AND ALLOWABLE COSTS (AUG 2001)

In full and complete monetary consideration for the performance of work under this contract, the Laboratory shall pay the contractor for the following items of allowable costs:

(a) Labor. For time worked in the performance of this contract by contractor personnel (excluding administrative, clerical, and support personnel), the cost of which is 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 (without formal modification of this contract).

(b) Materials, Supplies, Travel Time. The actual direct cost to the contractor for materials, supplies, and equipment necessary for the performance of the work under this contract. For those materials, supplies, and equipment which are not readily available, the contractor may be authorized to purchase the same at the lowest price available with due regard to securing prompt delivery of satisfactory materials, and to sell all cash and trade discounts, rebates, allowances, credits, salvage, returns, and other credits, and to retain any such credits.

(c) Travel. In connection with furnishing the services under this contract it may be necessary for contractor personnel to make authorized trips from time to time on official business. It is noted that travel, including food and lodging expenses, for a period exceeding the planned time limit specified, will be subject to the provisions of the Fair Labor Standards Act of 1938, as amended. The cost of such travel must be allowable in accordance with the cost principles and procedures of Subpart 31 of the Department of Energy Acquisition Regulation (DEAR), 48 CFR part 31.205, in effect on the date of this contract.

58. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

(1) “Subcontractor” means any person, other than the Department of Energy’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html that is not a covered person, as defined by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html
61. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH SUBCONTRACTORS (DEC 2000)

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

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

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

59. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (MAR 2015)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) As used in this clause-

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

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

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

60. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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

(c) Charges employees recruitment fees;

(i) The Contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, rights, or remedies; the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraphs (b)(7) of this clause apply.

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(2) Of employees who are not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States);

(iii) For an employee who is not a U.S. citizen.

(d) May reasonably be required of the contractor under the terms of this contract.

(e) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(f) May reasonably be required of the contractor under the terms of this contract.

(g) The Contractor shall no longer require a contractor employee to work at an off-site location if the location is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
Compliance plan.

The Contractor shall maintain a compliance plan during the performance of the contract. The Contractor shall, at a minimum:

1. Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the transaction, in the compliance with the Trafficking Victims Protection Act of 2002 (22 U.S.C. chapter 78), E.O. 13827, or other applicable law or regulation establishing restrictions on trafficking in persons.
2. A process for employees to report, without fear of retaliation, activity inconsistent with this clause.
3. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explain the basis for any wage variance.
4. A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
5. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in any activities prohibited in paragraph (b) of this clause and to monitor, detect, and terminate any agents, subcontractors, or their agents that have engaged in such activities.

Cooperative relationship.

1. The Contractor shall, at a minimum:
   a. Disclose to the agency Inspector General information sufficient to identify the nature and extent of any offer and the individuals responsible for the conduct;
   b. Provide timely and complete responses to Government auditors and investigators' requests for documents;
   c. Cooperate fully in the Suspension/Debarment Ineligible access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct and complete the investigation;
   d. Provide access to all areas of the Contractor's physical facilities; and, if the Contractor or subcontractor is a commercial sex act, the use of the force labor, and
   e. Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
2. The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not:
   i. Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
   ii. Require any officer, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
   iii. Restrict the Contractor from:
      A. Conducting an internal investigation; or
      B. Defending a claim arising under the contract or related to a potential or disclosed violation.

Compliance plan.

1. This paragraph (h) applies to any portion of the contract that:
   i. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States to be furnished outside the United States; and
   ii. Has an estimated value that exceeds $500,000.
2. The Contractor shall maintain a compliance plan during the performance of the contract that:
   a. Is appropriate to the size and complexity of the contract; and
   b. To the nature and scope of the activities to be performed for the Government, including the mitigating factors identified in paragraphs (a) and (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of Labor's Office of Foreign Labor Certification.
3. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
4. A recruitment and wage plan that only permits the use of recruitment firms with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains the basis for any wage variance.
5. A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

Posting.

1. The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
2. The Contractor shall provide the compliance plan to the Contracting Officer upon request.

Certification.

Annually, after receiving an award, the Contractor shall submit a certification to the Contracting Officer that:

1. It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agents, subcontractors, or their agents that have engaged in such activities.
2. After having conducted due diligence, either:
   a. To the best of the Contractor's knowledge and belief, neither it nor any of its agents has engaged in any prohibited activity identified at paragraph (b) of this clause; or
   b. If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

Subcontracting.

1. The Contractor shall include the substance of this clause, including this paragraph (h), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause shall apply to any portion of the subcontract that:
   a. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
   b. Has an estimated value that exceeds $500,000.
2. If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
64. LABORATORY SITE ACCESS AND IOR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)

Site Access
Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All such requests must be submitted on Form ANL-SNL-3. Non-U.S. citizens are either visitors (on site for 30 days or less) or assignees (on site for more than 30 days in a 12-month period). A certified host must be assigned for each visit, and Form ANL-SNL-3 should be submitted as far in advance as possible to allow a minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive country assignment or visit or sensitive project assignment.

For assignments (more than 30 days) involving a foreign national from a "Sensitive Country", and/or access to a security area of the Laboratory or access to a sensitive subject, at least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE indices check can be completed prior to approval. In such cases, a specific set of issues is required to be submitted by the Unit and Assignments Office with the ANL-SNL-3 form requesting the visit by the Hosting Division. An indices check normally takes 30 days after completion of all required pre-clearance documents, but can take considerably longer (once obtained), so an indices check is valid for two years.

For visits or assignments involving a foreign national from a "Terrorist Supporting Country", (which currently includes Afghanistan, Iraq, Iran, Libya, North Korea, Saddam, Syria), specific approval of the visit/assignment by the Secretary of Energy or his designee is required. This approval, if granted, may take up to one year after the internal approvals have been processed.

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

In assistance for preparing a request, contact the Argonne Technical Investigator associated with your activity.

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

65. 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. export regulations and laws and the contractor shall not export, re-export, or re-transfer any such materials or information without first obtaining a license or other authorization. Any export activity that is undertaken by the contractor without such decision shall be at the contractor's own risk.

66. 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 nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is excepted from export control regulations, the Laboratory is bound by all of the export control laws and regulations to ensure its compliance with export controls.

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

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

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications
- If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.
- To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to you travel (and with all the understandings and discussions related to this topic), as are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items or technology, as is the public use of controlled, unless they are, further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

67. CONFLICTS OF DOCUMENTATION (AUG 2001)

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

68. 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.

69. 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. Such notice must be received by the Laboratory Procurement Office within two (2) years (unless an earlier period is stated elsewhere in the contract). After the completion of all work under the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

70. 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, the contractor is required to maintain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

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

(a) Definitions. As used in this clause—

"Driving" –
# Suspect/Counterfeit Bolt Headmark List

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

## Grade 5 and Grade 8 Fasteners

### Grade 5 Fasteners

- Grade 5
- Grade 8

### Grade 5 Fasteners with Headmarks

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

### Grade 8 Fasteners with Headmarks

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Intasco (CA, TW, JP, and YU) (Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
</tbody>
</table>

## Grade 8.2 Fastener with Headmark

- **MARK**: KS
- **MANUFACTURER**: Kosaka Kogyo (JP)

## Grade A325 Fasteners

- **MARK**: A325 KS
- **MANUFACTURER**: Kosaka Kogyo (JP)

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Headmarkings are usually raised – sometimes indented.

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