# Appendix A

## Argonne Terms and Conditions

*(For Labor-Hour and Time and Materials Contracts)*

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1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

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

(b) Definitions. Eligible employee means a current or former employee of a contractor or subcontractor employed in the Department of Energy [1]. Eligible facility [2], a facility whose employment has been, or will be, involuntarily terminated (except if terminated for cause), who has also met the eligibility criteria contained in the Department of Energy guidance for covered facilities, and whose employment was supplemented from time to time, and who is qualified for a particular job vacancy with the Department or one of its contractors willing to work under its contract with the Department at the time the particular position is available.

2. COVERAGE OF CONTESTANT FEES (APR 1984)

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide fee for a job which was obtained through a bona fide employment agency. For breach or violation of this warranty, the Laboratory shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price of consideration, or otherwise recover, the full amount of the contingent fee.

(b) “Bona fide employee,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing that business, that neither exerts nor proposes to exert improper influence over Government employees to induce Government employees, or the Government, to act with respect to work under its contract with the Government.

(c) “Bona fide employee or agency,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

3. EQUAL OPPORTUNITY (MAR 2007)

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

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonfederal contracts or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Under such circumstances, the contractor shall provide information necessary to determine the applicability of this clause.

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

(d) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause if the Contractor extends to Indians living on or near an Indian reservation, in connection with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(e) The Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause if the Contractor extends to Indians living on or near an Indian reservation, in connection with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(f) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause if the Contractor extends to Indians living on or near an Indian reservation, in connection with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

4. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

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

(a) Definitions. As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “other protected veteran,” and “recently separated veteran,” have the meanings given in the Equal Opportunity for Veterans Regulations section 20.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually to the Secretary, or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(c) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor’s knowledge of veterans status may be obtained in a number of ways, including the use of the Internet to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor.

(d) Compensated on a salary basis at a rate of not less than $45 per hour (or $880 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; or

(e) Pursuant to the requirements of this clause. The term “veteran” means any individual who, while on active duty in the United States, armed forces, ground, naval or air service.

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

5. EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)

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

(a) “Disabled veteran” means any individual who, while on active duty in the United States, armed forces, ground, naval or air service, who was entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs or

(b) Any employee—

(i) Compensated on a salary basis at a rate of not less than $45 per hour (or $880 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; or

(ii) Pursuant to the requirements of this clause. The term “veteran” means any individual who, while on active duty in the United States, armed forces, ground, naval or air service.

(c) Any employee who was discharged or released from active duty because of a service-connected disability.
disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment and referral;

(ii) Hiring, upgrading, promotion, layoff, recall, compensation, benefits, and other terms, conditions, and privileges of employment;

(iii) Rate of pay or other form of compensation;

(iv) Notice of employment termination or reduction in force;

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

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the laws, regulations, and orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the United States or other Federal agencies. In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, the contractor may be suspended or debarred in accordance with 29 CFR part 471, as provided by or through the Contracting Officer.

(e) In the event that the Contractor does not comply with the requirements of this clause, the Government may take appropriate action to enforce the terms, including action for noncompliance.

(f) Noncompliance. If the Contractor does not comply with the requirements of this cause, the Government may take appropriate action to enforce the terms, including action for noncompliance.

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

6. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496. (APRIL 2010) (APPLIES TO CONTRACTS EQUAL TO OR GREATER THAN $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the Federal Labor Laws (NLRA) and other Federal employment laws and regulations. The following Notice of Employee Rights must be posted by Federal contractors and subcontractors in their workplaces.

(Applicable to Federal contracts equal to or greater than $10,000)
States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(3) of this section), and shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(a) General.
(i) Is for—
(ii) Employment verification using E-Verify for any employee—
(iii) Who has undergone a completed background investigation and been issued credentials
(iv) Who has been granted and holds an active U.S. Government security clearance for
(v) Has a value of more than $3,000; and
(vi) The Contractor shall comply, for the period of performance of this contract, with the

(b) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than to select employees assigned to the contract. The Contractor shall initiate verification for each employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
(i) Enrollment in the E-Verify program; or
(ii) Notification to the Contractor of the employment eligibility of an employee hired after November 6, 1986, under this contract.


(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment eligibility verification using E-Verify for any employee—
(i) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(ii) Whose employment eligibility has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (a) (appropriately modified for identification of the parties), in each subcontract—
(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
(iii) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(f) Nonresidual. The contractor shall make sure that the work is performed in the United States.

9. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
This clause applies to all subcontracts with a value in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.

(a) General.

1. Responsibility.
(a) It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and special nuclear material, and be responsible for ensuring that any classified information or special nuclear material in the possession of the Contractor or any person under the Contractor’s control is protected. DOE may retain, in the discretion of the DOE, the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, espionage, or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of the contract, return to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor’s control. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the purpose for which the matter is required, and the period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the material and no special nuclear material shall not be retained after the completion or termination of the contract.

2. The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

3. The Contractor, or any person under the Contractor’s control in connection with work under this contract, and the Secretary to whom the duties of the Secretary have been delegated by the President, are subject to all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act (HIPAA), and that are applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

4. The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

5. The Contractor must furnish to the head of the cognizant local DOE Security Office in accordance with Section 3.3(c) and (d) of Classified Information (August 4, 1995), Sections 3.3(c) and (d).

6. The Contractor shall provide access to all classified information or special nuclear material and all information not so classified that is required by the terms and conditions of this contract.

7. In preparing and reviewing performance reports for classified information or special nuclear material, the Contractor shall not include any classified information or special nuclear material.

8. In preparing and reviewing performance reports for classified information or special nuclear material, the Contractor shall not include any classified information or special nuclear material.

9. In preparing and reviewing performance reports for classified information or special nuclear material, the Contractor shall not include any classified information or special nuclear material.

10. SECURITY (MAR 2011)

a. Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and special nuclear material, and be responsible for ensuring that any classified information or special nuclear material in the possession of the Contractor or any person under the Contractor’s control is protected. DOE may retain, in the discretion of the DOE, the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, espionage, or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of the contract, return to DOE any classified material or special nuclear material in the possession of the Contractor or any person under the Contractor’s control. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the purpose for which the matter is required, and the period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the material and no special nuclear material shall not be retained after the completion or termination of the contract.

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

c. Definition of Classified Information. The term Classified Information means information that is classified by the DOE under the Atomic Energy Act of 1944, as amended [Sections 12958, Classified National Security Information, as amended, or prior executive orders, or

d. Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162[Section 142, as amended, of the Atomic Energy Act of 1954 (42 U.S.C. 2012)]

e. Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information that has been declassified or removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected against unauthorized disclosure to the extent that the unauthorized disclosure is not prejudicial to national security.

f. The Contractor must furnish all information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, that is: (1) classified as Secret, Top Secret, or higher; and (2) is required to be protected against disclosure by law or regulation.

2. The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

i. The Contractor shall not place any individual in any position to have access to classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1944, and the regulations and requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

ii. In addition to a review, each candidate for a DOE access authorization must be tested for drug use by the method described in 10 CFR Part 707.4. All employees possessing access authorizations are subject to random, or for cause, testing for use of illegal drugs. DOE will not process candidates for DOE access authorizations unless their tests confirm the absence from their system of any illegal drug.

iii. When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual’s receipt of a DOE access authorization. The individual’s drug test must be obtained from the head of the cognizant local DOE Security Office, or its designee. The Contractor must verify the results of the drug test and test the individual for illegal drugs.

iv. In addition to a review, each candidate for a DOE access authorization must be tested for drug use by the method described in 10 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

5. In preparing and reviewing performance reports for classified information or special nuclear material, the Contractor shall not include any classified information or special nuclear material.

6. The Contractor must furnish to the head of the cognizant local DOE Security Office, or its designee, the results of the drug test and test the individual for illegal drugs.
criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794). Contractors are encouraged to submit this information through the use of the online tool at https://fiscd.oct.cit.gov. When completed, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

j. Foreign Ownership, Control, or Influence.

1. The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would make it necessary to address this clause in accordance with classification regulations including mandatory DOE directives and reflect decisions made by Federal Government Original Classifiers.

2. If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

3. The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations (including those required by this clause) or if the Contractor becomes subject to foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the contractor becomes subject to foreign ownership, control, or influence situation other than avoidance of performance of the contract, cannot, or chooses not to, avoid it, or if the foreign ownership or control includes access to classified information.

k. Employment Announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent re-investigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the Government shall require the Contractor to adopt procedures to ensure that successful completion of counterintelligence evaluation may include a counterintelligence-scope polygraph examination. Findings of subcontracts. The Contractor shall agree to insert terms that conform substantially to the language of this clause, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor shall agree to require such Subcontractor employees to have existing DOD or DOE facility clearance or submit a completed SF 328. Certificate Pertaining to Foreign Interests, as required in DEAR 952.201-79, Facility Clearance and American Citizenship, contractor or subcontractor ownership control, or influence situation in order to avoid performance or a termination for default.

l. The Contractor may terminate this contract for convenience if the contractor becomes subject to foreign ownership, control, or influence situation other than avoidance of performance of the contract, cannot, or chooses not to, avoid it, or if the foreign ownership or control includes access to classified information.

m. Foreign Ownership, Control, or Influence.

1. The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would make it necessary to address this clause in accordance with classification regulations including mandatory DOE directives and reflect decisions made by Federal Government Original Classifiers.

2. If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

3. The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations (including those required by this clause) or if the Contractor becomes subject to foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the contractor becomes subject to foreign ownership, control, or influence situation other than avoidance of performance of the contract, cannot, or chooses not to, avoid it, or if the foreign ownership or control includes access to classified information.

13. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all requirements of Department of Energy’s regulations for controlling the classification and declassification of classification guidance included in the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor shall agree to require such Subcontractor employees to have existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in DEAR 952.201-79, Facility Clearance and American Citizenship, contractor or subcontractor ownership control, or influence situation in order to avoid performance or a termination for default.

The original decision to classify or declassify information is considered an inherently Government function. The Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract in accordance with classification regulations including mandatory DOE directives and reflect decisions made by Federal Government Original Classifiers. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Government entity which is directly related to the performance of the contract. When a location or site of operations includes more than one building, plant, installation, or structure, the contractor is responsible to determine whether the work required to be performed when the Administrator, or a designer of the Environmental Protection Agency, determines that independent facilities are located in one geographical area.


b) The contractor agrees --

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 110 of the Clean Air Act, and all regulations and guidelines issued to implement those acts before the award of this contract.

(2) To use best efforts to comply with clean air standards and clean water standards at the appropriate level of Government.

To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

14. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *days prior to the delivery of,* or prior to completion of any servicing required by this contract of, radioactive materials meeting the criteria in paragraph (a) of this clause.

(1) 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, 10 CFR parts 35 and 37, or Title 49, §§ 33.100 and 33.150, or Title 40, § 260.407, or Title 51, § 200.197.

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the radioactive materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will assist the Laboratory in controlling its radiation and waste activities.

(b) The Laboratory Procurement Representative may terminate this contract or take other action as necessary to terminate work, including procedures, personnel, or contracts, so affected by the radioactive material, and may, in the absence of such notice as required in paragraph (a) of this clause, continue to file the annual Form R for the life of the contract for such facility.

In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, the Environmental Protection Agency, or any other Federal, State, or local governmental agency, if not reported to the Laboratory Procurement Representative, shall be reported to the Laboratory Procurement Representative, as authorized by section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A); and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 110 of the Clean Air Act, and all regulations and guidelines issued to implement those acts before the award of this contract.

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or procedures in effect at the time this clause is included in a subcontract, the term “Contractor” shall mean Subcontractor and the term “contract” shall mean subcontract.

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the Act, or by local government to ensure compliance with pretreatment regulations as required in section 307 of the Water Act (33 U.S.C. 1317).

(3) Compliance, as used in this clause, means compliance with --

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the Act, or by local government to ensure compliance with pretreatment regulations as required in section 307 of the Water Act (33 U.S.C. 1317).
15. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

(1) "Energy-efficient product”—

(i) Means a product that—

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

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

(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;

(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) Acquired or designed in the design, construction, renovation, or maintenance.

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;

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

(c) Information about these products shall be submitted through the Prime Contractor.

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

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/dep_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) To a U.S.-flag air carrier;

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

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight charges of $100 or less; otherwise approved in writing by the Contracting Officer.

(c) The Contractor shall furnish these bill of lading copies—

(1) To the address identified below, for prepayment audit, transportation of supplies or services required for performance of the contract or subcontract;

(2) To the address identified below, for government inspection, transportation of goods that are subject to the terms and conditions set forth in paragraph (a) above, to the extent that such goods are to be subsequently transported by a U.S.-flag air carrier or if a U.S.-flag air carrier is available to provide such services.

(d) If 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.

(e) In the event that the contractor elects to use a non-U.S.-flag air carrier for international air transportation, the contractor shall—

(1) Submit to the Contracting Officer a cost-reimbursement air transportation contract under a cost-reimbursement subcontract;

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

(f) The Contractor shall include in the statement of the contract, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

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

(a) Definitions. As used in this clause—

(1) "International air transportation services" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas.

(2) "U.S.-flag air carriers" means an air carrier holding a certificate under 49 U.S.C. Chapter 441.

(b) The Contractor shall—

(1) For an air transportation contract under a cost-reimbursement contract and/or

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

(c) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight charges of $100 or less; otherwise approved in writing by the Contracting Officer.

(d) If the Contractor used non-U.S.-flag air carriers for international air transportation services.

(e) In the event that the Contractor elects to use a non-U.S.-flag air carrier for international air transportation, the Contractor shall—

(1) Submit to the Contracting Officer a cost-reimbursement air transportation contract under a cost-reimbursement subcontract;

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

(f) The Contractor shall include in the statement of the contract, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

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

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport—

(1) Cargoes carried in vessels or as required or authorized by law or treaty; or

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

(b) Subcontracts of classified supplies when the classification prohibits the use of non- Government vessels; and

(c) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) The Contractor shall insert the substance of this paragraph (i), in all subcontract(s) or purchase orders under this contract, except those exempted in paragraph (e)(4).

(ii) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels or as required or authorized by law or treaty; or

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

(iii) Shipments of classified supplies when the classification prohibits the use of non- Government vessels; and

(iv) Subcontracts or purchase orders for the acquisition of commercial items unless—

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

(B) A construction contract; or

(ii) The substitution being transported are—

(1) Items the Contractor is reselling or distributing to the Government without added value.

(A) Generally, the government contractor shall not add value to the items when it subcontracts items for f.o.b. destination shipment; or

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

(1) Contingency operation;

(2) Exercises; or

(3) Forces deployed in support of United Nations North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590. Phone: 202-366-2324.

19. APPLICABLE LAW (OCT 1999)

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

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

20. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This Clause Does Not Apply To Small Business Concerns.

(a) Definitions. As used in this clause—

(1) "Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.), which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1542(c). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

(2) "Commercial product" means a product or service that satisfies the definition of commercial item in section 47.403 of the Federal Acquisition Regulation.

(3) "Commercial plan" means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

(b) The offeror shall submit a subcontracting plan that is—

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

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

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the "small" small business, minority-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business contractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626.

2. Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, respectively, of the law of the State of the award or of the Government certification status of the ANC or Indian tribe.

3. Where more than one subcontractor are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
B. If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate the Contractor, other than the ANC or Indian tribe, to which the subcontracts shall be awarded. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

d. In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
1. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s list of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
3. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
4. If a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA, notice to the Contractor and, if available, to the prime Contractor and subcontractors will be furnished.
5. Provide notice to the Contractor and, if applicable, to the prime Contractor and subcontractors of any public facility with further subcontracting possibilities to adopt a plan similar to the successful subcontracting plan and outreach efforts of the offeror.

7. A statement of—
8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

v. Ensure that its subcontractors with subcontracting plans agree to submit the ISR to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

2. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
3. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
4. If a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA, notice to the Contractor and, if applicable, to the prime Contractor and subcontractors will be furnished.
any subcontracting activity since the inception of the contract or the previous reporting period.

2. When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted for the second option, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

3. The authority to acknowledge receipt or reject the ISR resides—

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

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

2. SSR

Reports submitted under individual contract plans—

A. This report encompasses all subcontracting under prime contracts and subcontracts with an awarding agency, regardless of the dollar value of the subcontracts.

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

C. If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency’s portion of work. The dollar goal contained in any subcontract is over $650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by a military department/agency/office and all small business subcontract awards under DoD prime contracts. However, for construction and rehabilitation maintenance and repair, a separate report shall be submitted for each DoD component.

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

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

F. The authority to acknowledge or reject SSRS in 8,515,616 shall be submitted by subcontractors and small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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

(i) Become operative only for any modification to this contract involving a pricing adjustment attributable to each agency from which contracts for commercial items were obtained; and

(ii) Be limited to such modification.

FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data; or

(2) The substance of the clause at FAR 52.219-1; Subcontractor Certified Cost or Pricing Data—Modifications.

21. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, women-owned small business concerns, small disadvantaged business concerns, and concerns owned by one or more veterans represent, as part of their offer that—

(i) The concern is certified by the Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the contractor’s compliance with this clause.

(ii) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publically owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans, as defined in 38 U.S.C. 101(2) (2010).s

(b) The management and daily business operations of which are controlled by one or more service-disabled veterans; or

(c) Whose management and daily business operations are controlled by one or more individuals, the net worth of which is not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)), or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

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

2. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern, a women-owned small business concern, or a small disadvantaged business concern.

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

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

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract that involves a labor dispute and contains a labor dispute settlement or other mechanism by which this contract is based.

23. REPORTS (OCT 1999)

The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the Laboratory. All reports delivered to the Laboratory under this contract shall be in conformance with the CCR Dynamic Small Business Search and shall be in a form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract.

24. RIGHTS TO PROPOSAL DATA (AUG 2001)

It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

25. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, or before 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 required to explain the subcontractor’s estimating process such as the judgmental factors and any mathematical or statistical methods used in the estimate, including those used in projecting from known data, and the nature and amount of any assumptions made. The information shall be included in any modifications to the proposals.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.402-9 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 the negotiated price of the subcontract or subcontract modification.

(c) The Contractor shall require that the subcontractor include in the amount of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

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

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

(i) Be operated only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4; and

(ii) 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 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 required to explain the subcontractor’s estimating process such as the judgmental factors and any mathematical or statistical methods used in the estimate, including those used in projecting from known data, and the nature and amount of any assumptions made. The information shall be included in any modifications to the proposals.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.402-9 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 the negotiated price of the subcontract or subcontract modification.

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

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—

(i) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data; or
Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a subcontractor or prospective subcontractor shall be treated as a change order under this clause; Provided, that the Contractor gives the notification shall identify the revised cost of the subcontract effort and the date, circumstances, and source of the order; and

(2) Any subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data, and that the data were not submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data, or

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer may, at any time, without notice to the sureties, if any, by written order, subcontract changes the amount of lower-tier subcontractor effort after award

(3) In the Government-furnished property or services; or

(4) The Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery order).

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

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

(a) This clause shall become operative only for any modification to this contract involving a price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, except that this clause applies to any modification if an exception under FAR 15.403-1 applies.

(b) If no 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 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, and that the data were not submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data, or (3) any of these parties furnish data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a subcontractor that was not subsequently awarded the subcontract shall be limited to the amount of the overpayment, if the actual cost to the Government was repaid—

(1) If the contractor proposes to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset amount requested; and

(2) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a subcontractor that was not subsequently awarded the subcontract shall be limited to the amount of the overpayment, if the actual cost to the Government was repaid—

(2) In the Government-furnished property or services; or

(1) The date, circumstances, and source of the order; and

(2) The Contractor regards the order as a change order.

(3) If any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or
contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform results in a failure beyond the control and without the fault or negligence of the contractor. "Default" includes failure to make progress in the work so as to endanger performance.

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

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Laboratory ordered the contractor in writing to purchase those supplies or services elsewhere; and

(3) The contractor failed to comply reasonably with this order.

(c) Upon receipt by the contractor, the Laboratory shall specify 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, supervisory agents, or equivalent representatives who have supervision or direction of —

(1) (i) All substantially all of the contractor’s business;

(2) (i) 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 Warranty of Data clause.

(b) The contractor shall provide and maintain an inspection system acceptable to the Laboratory covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Laboratory during contract performance and for as long afterwards as the contract requires.

33. PERMITS OR LICENSES (OCT 1999)

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

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). "Consent to subcontract" means the 'written consent' for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 43.1, entered into by a subcontractor to furnish supplies or services at the cost of the subcontract priced in the prime contract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) The contractor shall not subcontract any work under this contract unless the subcontractor will furnish materials, fabricating methods, work, and services under this contract. The notification shall include the information required by paragraph (f) of FAR clause 52.222-40.

(c) The contractor shall notify the Laboratory Procurement Official reasonably in advance of placing any subcontract to identify the appropriate parties, all disclosures of violation of the civil False Claims Act, if applicable, and any subcontract that includes an offer of direct payments to the benefit of any party, as well as, if the subcontract requires or correction, and if the replacement or correction can be performed within the ceiling price (or contract requires).

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

(e) The Laboratory reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart 43.1.

35. ASSIGNMENT (OCT 1999)

Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. The Laboratory may assign any or all of its rights under this contract to a successor or designee. The Laboratory may assign any or all of its rights under this contract to a successor or designee. The Laboratory may assign any or all of its rights under this contract to a successor or designee.

36. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

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

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

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondisposable commercial items of components of items to be supplied under this contract.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-288, Title VII, Chapter 1, 41 U.S.C. 735 note), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act, if applicable, and any subcontract that includes an offer of direct payments to the benefit of any party, as well as, if the subcontract requires or correction, and if the replacement or correction can be performed within the ceiling price, (or contract requires).


(iii) 52.219-2, Non-Indigent or Small Business Concerns (Dec 2015) (10 U.S.C. 637(2)(D) and (3)) and, if the subcontract offers further subcontracting opportunities, if the subcontract (except subcontracts to small business concerns) exceeds $550,000 (35 million for construction of any public facility), the subcontractor must include 52.219-1 in lower tier subcontracts that offer subcontracting opportunities.


(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a)).


(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (29 U.S.C. 157). In paragraph (b) of this clause, "employees" shall be defined to include employees of a successor or designee.

(viii) 52.222-34, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2000) (46 U.S.C. App. 1241, and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(c) While not required, the Contractor may flow down to subcontractors for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
37. GOVERNMENT PROPERTY (AUG 2010)

(a) Definitions. As used in this clause—

Acquisition cost the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove parts from Government property for use or for installation on other property of the Government.

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

Contractor inventory means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract, for which title is vested in the Government.

(2) Any property that the Government is obligated to pay for, even if the Contractor takes title to the property.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in any subcontract awarded under this contract.

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

(f) The Contractor-acquired property is property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Contractor has title for the purpose of furnishing the work or service to the Government.

(g) Government property includes all property owned or leased by the Government. The term includes materials, equipment, and software.

(h) Government furnished property is property furnished by the Government to the Contractor for performance of a contract.

(i) Government property does not include intellectual property and software.

(j) Government-furnished property includes property furnished under this contract to the Contractor in any form, material, or medium.

(k) Government-furnished property includes—

(i) All property furnished under this contract.

(ii) All property acquired by the Contractor, pursuant to the terms of this contract.

(l) Government property does not include intellectual property and software.

(m) Government property does not include intellectual property and software.

(n) Government property does not include intellectual property and software.

(o) Government property does not include intellectual property and software.

(p) Government property does not include intellectual property and software.

(q) Government property does not include intellectual property and software.

(r) Government property does not include intellectual property and software.

(s) Government property does not include intellectual property and software.

(t) Government property does not include intellectual property and software.

(u) Government property does not include intellectual property and software.

(v) Government property does not include intellectual property and software.

(w) Government property does not include intellectual property and software.

(x) Government property does not include intellectual property and software.

(y) Government property does not include intellectual property and software.

(z) Government property does not include intellectual property and software.

{...}

(q) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(r) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(s) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(t) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(u) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(v) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(w) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(x) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(y) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

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(u) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(v) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(w) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(x) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(y) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

(z) The Contractor shall be responsible for maintaining and controlling all records necessary to comply with this clause and to satisfy any audit or other examination of Government property.

{...}
Contractor Liability for Government Property

The Contractor shall not be liable for loss, theft, damage or destruction to the Government property furnished or acquired under this contract, except when any one of the following conditions exist:

1. The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The availability of insurance costs shall be determined by the Property Administrator.

2. Loss, theft, damage or destruction is the result of willful misconduct or lack of proper care by the Government personnel.

3. The Contractor failed to take timely corrective action if the damage or destruction of Government property did not result from the Contractor's failure to maintain an adequate property management plan.

4. The Contractor shall not be liable if the Government property in the best possible order, and take such other action as the Property Administrator directs.

5. The Contractor shall not be liable if the Government property is a part of the Contractor's property system.

6. Cause and corrective action taken to or be taken to prevent recurrence.

7. A statement that the Contractor will receive any reimbursement for which the Government is entitled.

8. A statement that the property did or did not contain sensitive or hazardous material.

9. A statement that the Contractor will not commingle Government material with material not owned by the Government.

10. A statement that the Contractor was or will be reimbursed or compensated.

11. A statement that the property is hazardous material.

12. A statement that the Contractor's managerial personnel acted in good faith on the part of the Contractor.


40. KEY PERSONNEL (DEC 2000)

a. The personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

1. Notify the Laboratory Procurement Official reasonably in advance:
2. Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
3. Obtain the Laboratory Procurement Official’s written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Laboratory Procurement Official and obtain written approval.

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

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

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Appendix A) employed in the performance of a construction contract: a. May employ laborers or mechanics in the performance of the work for more than 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for each hour in excess of 40 hours worked in any workweek.

Violate; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. 119-L.R. in 812.8, is the liquidated damages payable to the Government or the Laboratory. The Laboratory Procurement Representative will assess liquidated damages against the employer for each calendar day on which the employee was employed or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Laboratory Procurement Representative will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(i) The Contractor and its subcontractors shall maintain payrolls and basic records for all laborers and mechanics working on the contract during the contract and shall make them available to the Laboratory until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, prior classification, hours worked, deductions paid, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 515.5(a) and 52.4(c) implementing the Davis-Bacon Act.

(ii) The Contractor and its subcontractors shall authorize representatives of the Laboratory Procurement Representative or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor authorizing the Laboratory Procurement Representative or Department of Labor to interview employees in the workplace during work hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts to subcontractors who may employ laborers or mechanics. The Contractor shall ensure that any subcontractors who may employ laborers or mechanics shall either comply with the terms of these subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

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

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00, and is otherwise subject to the Walsh-Healey Public Contracts Act, 41 U.S.C. 352-359, as amended (hereinafter referred to as the ‘‘Act’’), the representative of the Secretary of Labor, by reference to the applicable 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 may hereafter be in effect.

43. INTEGRITY OF UNIT PRICES (OCT 2007)

This clause applies to all subcontracts that exceed $150,000.00 in price. The following provisions must be included in all solicitation of labor contracts.

(a) Any proposal submitted for the negotiation of unit prices for items or services shall distribute costs with 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 distributes direct labor will violate this clause and only be acceptable if the line items are not acceptable exceptions when there is little or no variation in base cost. Nothing in this paragraph precludes the submission of a price proposal for itemized costs under law or regulation.

(b) When requested by the Contractor, the Secretary of Labor will organize the offer/contractor and shall identify those supplies that will not be subcontracted to or which it will not contribute significant value.

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

44. WARRANTY OF SERVICES (MAY 2001)

(a) Definition. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes its responsibility for, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.


(c) The Contractor shall also be responsible for maintaining satisfactory standards of employee competency, conduct, and performance and shall be responsible for disciplining employees as necessary. The contractor shall immediately remove from the work area any employee of the contractor who, in the sole discretion of the Laboratory, is found to be unsatisfactory in technical performance or personal conduct.

(d) The Contractor shall be responsible for ensuring that all employees involved in work areas are fully aware of their responsibilities to safeguard restricted information.

(e) The Contractor shall be responsible for ensuring that all employees involved in work areas are fully aware of their responsibilities to safeguard restricted information.
(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the 
conclusiveness thereof, the Contractor warrants that all services performed under this contract 
will conform to the requirements of this contract. The Laboratory Procurement Official shall give written notice of 
any defect or nonconformance to the Contractor within 30 days from the date of acceptance by 
the Laboratory. This notice shall specify or correct any defects or nonconforming services; 
(1) That the Contractor shall correct or reperform any defective or nonconforming services; and 
(2) That the Laboratory does not require correction or reperformance.

(c) If the Contractor is required to correct or rework, it shall be no cost to the Laboratory, and 
you may suspend or correct the work if the Contractor shall be provided in this contract, 
together with the amount of any judgment rendered against the contractor. 

(d) The Contractor shall be entitled to partial payments incurred through 
compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, 
and charges (including interest) shall inure to and for the sole benefit of the Laboratory. 

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

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

(1) The Laboratory Procurement Official determines that a termination is in 
The Government's interest.

(2) The Contractor defaults in performing this contract and fails to cure the 
default within 10 days (unless extended by the Laboratory), after receiving a notice specifying 
the default. "Default" includes failure to make progress in the work so as to endanger 
government interests.

(b) The Laboratory Procurement Official shall terminate by delivering to the Contractor a Notice 
of Termination specifying whether termination is for default of the Contractor or for convenience of the 
Government, the effective date of termination, and the reason for the termination. If it is determined 
that the Contractor was not in default or that the Contractor's failure to perform or 
to make progress in performance is due to causes beyond the control and without the fault 
or 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 immediately proceed with the following obligations, regardless of 
any delay in determining or adjudicating any amount due under this clause:

(i) Stop work as specified in the notice. 

(ii) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the 
conclusion thereof, the Contractor shall be entitled to compensation for partial 
work furnished to the Government; and 

(iii) Use its best efforts to sell, as directed or authorized by the Laboratory Procurement 
 Official, any property of the type referred to in paragraph (c)(ii) of this clause, whether, 
however, that the Contractor is not required to extend credit to any purchaser 
and may acquire an interest related to this contract that is in the possession of the Contractor 

(iv) Use its best efforts to sell, as directed or authorized by the Laboratory Procurement 

Official, any property of the type referred to in paragraph (c)(ii) of this clause, whether, 
however, that the Contractor is not required to extend credit to any purchaser 
and may acquire an interest related to this contract that is in the possession of the Contractor 
and in which the Government has or may acquire an interest related to this contract

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days 
from the effective date of termination, with the approval of 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, 
credited to the cost or price of the work, or paid in any other manner directed by the Laboratory 
Procurement Official. 

(e) The Contract will be considered terminated if the Contractor fails or refuses to perform 
derived from the work terminated.

(f) If the Government elects to terminate because of the default of the Contractor or for lack of 
progress in performance, the obligations of the parties will be the same as if the termination was for the convenience of the Government.

47. STATE AND LOCAL TAXES (DEC 2000)

(a) The contractor agrees to notify the Laboratory of any State or local tax, fee, charge or 
levy levied on or collected from the Contractor in respect to the work performed under this 
contract, any tax transaction thereunder, or property in the custody or control of the contractor and 
constituting an allowable item of cost, if due and payable at the time of notification. If the Contractor has failed to, 
or may be inapplicable or invalid; and the Contractor 

(b) The Buy American Act (41 U.S.C. 10a-10) provides a preference for domestic end products for 
use in Federal facilities, the contractor will specify or EnergyStar rated qualified products or products 
conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, 
over may be applicable, provided products such with a designation are available and are life 
cycle cost effective and meet applicable performance standards. Information about these products 

(c) The Contractor shall do the best in their judgment to choose, design, and prepare for processing in the United States.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days 
from the effective date of termination, with the approval of 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, 
credited to the cost or price of the work, or paid in any other manner directed by the Laboratory 
Procurement Official. 

(f) If the Government elects to terminate because of the default of the Contractor or for lack of 
progress in performance, the obligations of the parties will be the same as if the termination was for the convenience of the Government.

45. WARRANTIES OF SUPPLY (DEC 2011)

The contractor warrants that the items delivered hereunder are merchantable and fit for use for the 
purpose described in this contract. 
energy consumption products 
when the contractor specifies or delivery of energy consuming products for use in 
Federal facility, the contractor will specify or deliver EnergyStar rated qualified products or products 
conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, 
over may be applicable, provided products such with a designation are available and are life 
cycle cost effective and meet applicable performance standards. Information about these products 

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the 
conclusion thereof, the Contractor shall be entitled to compensation for partial 
work furnished to the Government; and 

(c) Use its best efforts to sell, as directed or authorized by the Laboratory Procurement 

Official, any property of the type referred to in paragraph (c)(ii) of this clause, whether, 
however, that the Contractor is not required to extend credit to any purchaser 
and may acquire an interest related to this contract that is in the possession of the Contractor 
and in which the Government has or may acquire an interest related to this contract

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days 
from the effective date of termination, with the approval of 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, 
credited to the cost or price of the work, or paid in any other manner directed by the Laboratory 
Procurement Official. 

(e) The Contract will be considered terminated if the Contractor fails or refuses to perform 
derived from the work terminated.

(f) If the Government elects to terminate because of the default of the Contractor or for lack of 
progress in performance, the obligations of the parties will be the same as if the termination was for the convenience of the Government.
(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting
the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by
item or process (including computer software) made or furnished by the subcontractor under
supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if
prohibited, as are most imports from Burma or North Korea, into the United States or its outlying
activity, and any other instrumentality of a local government.

(b) Property shall mean all tangible personal property as identified in Argonne Form PD-150,

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

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-
ment and services, and is available in the OFAC’s Country Reports to the Congress and/or
in connection with any covered Federal action.

"Person" means an individual, corporation, company, association, authority, firm, partnership,
services.

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

1. An individual who is appointed to a position in the Government under Title 5, United

2. An individual who is appointed to a position in the Government under Title 5, United

3. A Special Government employee, as defined in section 202, Title 18, United States Code.

4. An individual who is a member of a Federal advisory committee, as defined by the

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


8. Entering into any cooperative agreement.

9. Extending, continuing, renewing, amending, or modifying any Federal contract, grant, contract, or rate by the number of direct labor hours performed. Fractional parts of an hour shall be calculated on a prorated basis.

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

Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, "Property Identification," that has been identified by the contractor in the performance of the contract for which the contractor is entitled to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost for such property in the final price charged to the Laboratory.

All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be submitted in the completed form entitled, Argonne National Laboratory Subcontract Property Government Property Acquisition Record, ANL-661.

The Laboratory will not issue payment unless a completed Form ANL-661 is included with all invoices (regardless if property is being invoiced on a particular invoice or not). The contractor shall be paid monthly (or at more frequent intervals if approved by the Laboratory) upon submission of properly certified and correct invoices bearing the contract number and identifying the cost code charged to the contractor. Accident, Health, and Safety Director – Argonne, Argonne National Laboratory, 9700 S. Cass Avenue, Lemont, IL 60439. Sales shall be tentatively paid to the contractor on the fifth working day of each month.

The contractor shall identify the final invoice for the work by affixing in a prominent place the words FINAL INVOICE.

Prior to final payment under this contract, the contractor shall submit a completion invoice and the contractor and each assignee under this contract whose assignment is in effect at the time of the contractor’s termination shall be paid.

The contractor shall keep and maintain records and books of account which show accurately, and in an adequate manner, the basis for receiving compensation under this contract. With respect to contractor personnel costs, the total time paid for all contractor personnel chargeable to the Laboratory shall be recorded on readily readable and certified correct time records in accordance with contractor’s normal practices. The contractor shall preserve said time records and books of account for a minimum period of three (3) years after the date of the final payment under this contract. The Laboratory shall at all reasonable times, prior to and for a minimum period of three (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.

Payment terms shall be: Net 30 days.

C. Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.

The contractor shall keep and maintain records and books of account which show accurately, and in an adequate manner, the basis for receiving compensation under this contract. With respect to contractor personnel costs, the total time paid for all contractor personnel chargeable to the Laboratory shall be recorded on readily readable and certified correct time records in accordance with contractor’s normal practices. The contractor shall preserve said time records and books of account for a minimum period of three (3) years after the date of the final payment under this contract. The Laboratory shall at all reasonable times, prior to and for a minimum period of three (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.

Payment terms shall be: Net 30 days.

5. Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

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

"Reasonable compensation" means, with respect to a regularly employed officer or employee of
an agency, compensation that is consistent with the normal compensation for such officer or
employee for work that is not furnished to, not funded by, or not furnished in cooperation with
any person, compensation that is consistent with the normal compensation for such officer or
employee for work that is not furnished to, not funded by, or not furnished in cooperation with
the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a
payment for work that is not furnished to, not funded by, or not furnished in cooperation with
the Federal Government.

The contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting
the rights of OFAC in accordance with 31 C.F.R. chapter V, which would prohibit such a transaction on a person subject to the jurisdiction of the United States.

Extraterritorial operations by OFAC may extend to Cuba, Iran, and Sudan, and are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. The list of entities and areas to which the OFAC regulations apply is included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/ofs/enforcement/ofac/mdr. More information about these restrictions, as well as other OFAC lists, is available in the OFAC’s Country Reports to the Congress and/or on OFAC’s website at http://www.treas.gov/ofs/enforcement/ofac.

The contract shall include this clause, including this paragraph (c), in all subcontractors.

Restrictions on Subcontractor Sales to the Government (Sep 2006) - Applicable to Contracts Which Exceed $100,000

(c) The contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting
the rights of OFAC in accordance with 31 C.F.R. chapter V, which would prohibit such a transaction on a person subject to the jurisdiction of the United States.

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Extraterritorial operations by OFAC may extend to Cuba, Iran, and Sudan, and are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. The list of entities and areas to which the OFAC regulations apply is included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/ofs/enforcement/ofac/mdr. More information about these restrictions, as well as other OFAC lists, is available in the OFAC’s Country Reports to the Congress and/or on OFAC’s website at http://www.treas.gov/ofs/enforcement/ofac.

The contractor shall insert this clause, including this paragraph (c), in all subcontractors.
53. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the proceeding was brought, and any other information necessary to ensure that the Laboratory is aware of the status of the bankruptcy.

54. LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, 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 agrees to use its best efforts to perform the work specified in the Schedule and all other obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Laboratory's and the contractor's share of the cost.

(b) The contractor shall notify the Authorized Laboratory Procurement Official in writing whenever it has reason to believe that--

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule.

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(3) 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.

(c) Except as required by other provisions of this contract, specifically cited and stated to be an exception to this clause--

(1) The Laboratory is not obligated to reimburse the contractor for costs incurred in excess of the estimated cost specified in the Schedule or, if this is a cost-sharing contract, the Laboratory's share of the estimated cost specified in the Schedule; and

(2) The contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Authorized Laboratory Procurement Official (i) notifies the contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically cited and stated to be an exception to this clause--

(1) The Laboratory is not obligated to reimburse the contractor for costs incurred in excess of the estimated cost specified in the Schedule, until the Authorized Laboratory Procurement Official (i) notifies the contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (c) 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 notification, the contractor may continue performance under this contract at any cost that is 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 to cease to terminate or otherwise affect the expired.

(f) Change orders shall be considered an authorization to exceed the estimated cost to the Laboratory specified in the Schedule, unless they contain a statement increasing the estimated cost.

(g) If this contract is terminated or the estimated cost is not increased, the Laboratory and the contractor shall negotiate and agree on the fair market value of any property produced or purchased under the contract, based upon the share of costs incurred by each.
any costs in excess of the total amount allotted by the Laboratory to this contract, whether incurred during the course of the contract or as a result of termination.

When an event occurs that entitles the employee allotted by the Laboratory to the contract to be reimbursed, any costs the contractor incurs before the increase that are in excess of-

(a) The amount previously allotted by the Laboratory or-

(b) The amount charged to the contract under a cost-sharing arrangement at the time the amount previously allotted by the Laboratory is increased, shall be reimbursed to the contractor. However, in the event of a successful appeal, the contractor is entitled to reimbursement for the activity related to the appeal, the fees and costs of the appeal, and any additional costs related to the appeal, to the extent that the appeal is successful.

The anti-kickback procedures (ACT 2010)

56. ANTI-KICKBACK PROCEDURES (ACT 2010)

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

(a) Definitions

(1) "Kickback," as used in this clause, means any money, fee, commission, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any person or entity in order to induce such person or entity to refer business to, purchase products or services from, or pay or perform services for a prime contractor or subcontractor under a prime contract.

(2) "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, estate, or any other entity formed under the laws of any country.

(3) "Prime Contract," as used in this clause, means a contract or subcontract entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(4) "Prime Contractor Employee," as used in this clause, means any officer, partner, employee, or agent of a prime contractor.

(5) "Prime Contract," as used in this clause, means a contract or subcontract 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.

(6) "Subcontract," as used in this clause, means a contract or subcontract 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.

(7) "Subcontractor," as used in this clause, means any person, other than the prime contractor, who furnishes or performs services for the prime contractor or subcontractor under a prime contract.

(8) "Subcontractor Employee," as used in this clause, means any person who is employed by or has a relationship with a prime contractor or subcontractor under a prime contract.

(b) Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback,

(2) Soliciting, offering, or accepting any kickback,

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by the prime contractor.

(c) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(d) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(e) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(f) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(g) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(h) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(i) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(j) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(k) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(l) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

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) Direct costs incurred by the contractor personnel (excluding travel time) at the appropriate loaded hourly rates specified for the pertinent labor classifications. The appropriate loaded hourly rates shall apply during the term(s) specified. Said loaded hourly rates shall include wages, overhead, and profits (as appropriate); provided, however, that the loaded hourly rates shall not be subject to adjustment for the specific periods stated. Additional labor classifications and their applicable hourly rates may be added by written agreement of the parties (whether or not incorporate into this contract).

(b) Materials, Supplies, Computer Time. The actual direct cost to the contractor for materials, supplies, and computer time necessary to perform the work under this contract shall be allowable.

58. PROHIBITION OF SEgregated FACILITIES (FEB 1999)

The prohibition of segregated facilities.

59. ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

(a) Laboratory-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in performance of this contract shall be the property of the Laboratory and shall be delivered to the Laboratory or otherwise disposed of by the contractor as the Laboratory Procurement Representative may from time to time determine during the progress of the work or, in any event, as the Laboratory Procurement Representative shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the contractor and shall be treated in connection with a prime contract or in connection with a subcontract relating to a prime contract:

(1) Employment-related records (e.g., worker's compensation files, employee relations records, and other similar records related to employment), and personnel records (e.g., personnel and medical/health-related records, and any similar records related to personnel services). Educational records, as defined under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g, as amended), do not constitute records of personal, medical, or similar nature.

(2) Service records, as defined in 41 C.F.R. 60.2(1). Any other records that are not considered personal or medical in nature.

(3) Records relating to any procurement action by the contractor, except for records that are not considered personal or medical in nature.

59. ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

(a) Laboratory-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in performance of this contract shall be the property of the Laboratory and shall be delivered to the Laboratory or otherwise disposed of by the contractor as the Laboratory Procurement Representative may from time to time determine during the progress of the work or, in any event, as the Laboratory Procurement Representative shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the contractor and shall be treated in connection with a prime contract or in connection with a subcontract relating to a prime contract:

(1) Employment-related records (e.g., worker's compensation files, employee relations records, and other similar records related to employment), and personnel records (e.g., personnel and medical/health-related records, and any similar records related to personnel services). Educational records, as defined under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g, as amended), do not constitute records of personal, medical, or similar nature.

(2) Service records, as defined in 41 C.F.R. 60.2(1). Any other records that are not considered personal or medical in nature.

(3) Records relating to any procurement action by the contractor, except for records that are not considered personal or medical in nature.

A contractor's successor in interest shall have the same rights to the records described in paragraph (b) of this clause as the contractor had before delivery.

(70 FR 37010 Jun. 28, 2005)

Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
c. Audit of subcontractors’ records. The Contractor also agrees, with respect to any subcontracts shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the subcontractor, in each subcontract that—
(1) Exceed $30,000 in value, and
(2) Is not a subcontract for commercially available off-the-shelf items.

63. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—
(1) “Coercion” means—
(i) Threats of serious harm or of physical restraint against any person;
(ii) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person;
(iii) By means of any scheme, plan, or pattern intended to cause the 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;
(iv) By means of the abuse or threatened abuse of law or the legal process.
(2) “Involuntary servitude” includes a condition of servitude induced by means—
(i) Any scheme, plan, or pattern intended to cause the 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;
(ii) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to paragraph (e) of this clause.

4. Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined that the Contractor failed to comply with the requirements of this clause; and
(5) Suspension or debarment.

(a) The contractor shall comply with the requirements of “DOE Contractor Employee Protection Program” at 10 CFR part 109 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

(b) Offered to the Government, under a contract or subcontract at any tier, without prior written authorization of the contractor’s or subcontractor’s directly pertinent records involving transactions related to this contract or a subcontract thereunder and to interview any employee regarding such transactions.

(c) The paragraph may not be construed in connection with the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.

61. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DECEMBER 2000)

(a) The contractor shall comply with the requirements of “Commercially Available Off-the-Shelf (COTS) item,” as used in this clause—
(1) Means any item of supply (including construction material) that—
(i) Is commercially available (as defined in part 2.101 of the definition in FAR 2.101); and
(ii) Sells in solid quantities in the commercial marketplace; and
(iii) Is offered to the Government, under a contract or subcontract at any tier, without prior written authorization of the contractor’s or subcontractor’s directly pertinent records involving transactions related to this contract or a subcontract thereunder and to interview any employee regarding such transactions.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, before the agreement to the subcontract, the identity of the subcontractor, its principals, or is not debared, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item that is, definition of suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
(1) The name of the subcontractor;
(2) The Contractor’s knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
(3) The compelling interest(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
(4) The Contractor’s representations that it has established that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.
(e) Subcontract. Unless it is a subcontract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the subcontractor, in each subcontract that—
(1) Exceed $30,000 in value, and
(2) Is not a subcontract for commercially available off-the-shelf items.

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

1. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to make copies and deliver of records described in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts under this contract.
2. The Laboratory or its designees shall use such records in accordance with the ordinary course of business or pursuant to a provision of law.

(a) Definitions. As used in this clause—
(1) The notice must include the following:
(i) The name of the subcontractor;
(ii) The Contractor’s knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
(iii) The compelling interest(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
(iv) The Contractor’s representations that it has established that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (e) (appropriately modified for the identification of the subcontractor, in each subcontract that—
(1) Exceed $30,000 in value, and
(2) Is not a subcontract for commercially available off-the-shelf item.

(a) The contractor shall comply with the requirements of “DOE Contractor Employee Protection Program” at 10 CFR part 109 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 (e) (appropriately modified for the identification of the subcontractor, in each subcontract that—
(1) Exceed $30,000 in value, and
(2) Is not a subcontract for commercially available off-the-shelf item.

(a) The contractor shall comply with the requirements of “Commercially Available Off-the-Shelf (COTS) item,” as used in this clause—
(1) Means any item of supply (including construction material) that—
(i) Is commercially available (as defined in part 2.101 of the definition in FAR 2.101); and
(ii) Sells in solid quantities in the commercial marketplace; and
(iii) Is offered to the Government, under a contract or subcontract at any tier, without prior written authorization of the contractor’s or subcontractor’s directly pertinent records involving transactions related to this contract or a subcontract thereunder and to interview any employee regarding such transactions.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, before the agreement to the subcontract, the identity of the subcontractor, its principals, or is not debared, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item that is, definition of suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
(1) The name of the subcontractor;
(2) The Contractor’s knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
(3) The compelling interest(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
(4) The Contractor’s representations that it has established that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.
(e) Subcontract. Unless it is a subcontract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the subcontractor, in each subcontract that—
(1) Exceed $30,000 in value, and
(2) Is not a subcontract for commercially available off-the-shelf item.
Inform the LPO if an initial inquiry supports a formal investigation and, if requested by the LPO, conduct the inquiry; and diligence in protecting positions and counterintelligence, and in the event of an adverse action, take it into account as mitigating factors in assessing the need for such actions. Any such sanction must be considered and effected consistent with any applicable appeal procedures.

Definitions. As used in this clause—

(a) Definitions. As used in this clause—

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

(c) The contractor shall be barred from pursuing such action.

66. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. The contractor shall provide the LPO with any documentation and other data required by law to support the determination of whether an export permit or license is required.

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

The United States is committed to encouraging technology exchanges that are consistent with U.S. national security and nonproliferation objectives. Although much of the work Argonne and its contractors undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations. Exports under the contract may constitute an export of technologies and need an export license prior to release.

68. CONFLICTS OF DOCUMENTATION (AUG 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE in one or more of the categories identified in the enclosed “Applicable Documentation” which is 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.

69. 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.

70. 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 submitted to the Laboratory Procurement Office within two years (unless an earlier period is stated elsewhere in the contract) after the completion of work under the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

71. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 2001)

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

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

(a) Definitions. As used in this clause—

(b) An employer may cause the dismissal or discharge of an employee, at any time and without prior warning, for such reason as the employer shall deem sufficient, grounds, to any authorized domestic political officer, or employee, or any authorized locks or other controls or other parameters on research in process or to be conducted in the future. The contractor shall coordinate remedial actions with the LPO. The contractor must also consider whether such actions are consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the incident and its impact on the Laboratory’s mission, whether it was done intentionally or unintentionally, and whether it was an isolated event or pattern of conduct.

(e) The Laboratory reserves the right to pursue such remedies and other actions as it deems appropriate for the protection of the Laboratory’s mission, whether it was done intentionally or unintentionally, and whether it was an isolated event or pattern of conduct.

(f) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the Laboratory’s mission, and shall consider such factors as whether the misconduct was done intentionally or unintentionally, and whether it was an isolated event or pattern of conduct.

(g) By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating, if possible, and investigating, and reporting an instance of research misconduct. The contractor shall comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation, and reporting of research misconduct.

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

65. 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 requested and approved by the Laboratory Director or designee. All non-U.S. nationals or citizens who are permitted to access the Laboratory shall submit a completed Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or Permanent Residents (on site for more than 30 days). All non-U.S. citizens must be approved through a background check each visit or assignment. Form ANL-593 should be submitted as far in advance as possible (a minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive country assignment or visit to a sensitive subject).

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or access to a facility of the Laboratory, a Security Subject Access Clearance Form must be submitted. A security clearance must be obtained in advance to provide security clearance for all laboratory personnel. A security clearance for any individual must be obtained prior to the visit. Access should be denied to any individual who is non-compliant with all Laboratory policies or procedures. Security clearance for any individual must be obtained prior to the visit. Access should be denied to any individual who is non-compliant with all Laboratory policies or procedures.

- Electronic devices, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form ofputed to their employers and/or the Laboratory by the contractor and the Argonne Laboratory, the contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UCHicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.
(1) Adopt and enforce policies that ban text messaging while driving—
(i) Company-owned or -rented vehicles or Government-owned vehicles; or
(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
(2) Conduct initiatives in a manner commensurate with the size of the business, such as—
(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

73. INTEGRATION CLAUSE (AUG 2001)
This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract, and there are no understandings or agreements other than those incorporated into this contract.

74. TECHNICAL STANDARDS PROGRAM (FEB 2011)
This article applies if any Contractor personnel participate in development, review or selection activities related to DOE Technical Standards.

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)
3. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
4. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.
5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [use Form DOE F 1300.2 (05/2010)].
6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

75. SUSPECT COUNTERFEIT PARTS (DEC 2007)
Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.
Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to materials or parts delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS’ HEADMARKS

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:

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

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:

<table>
<thead>
<tr>
<th>MARK</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
</tbody>
</table>

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

<table>
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<tr>
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<th>MANUFACTURER</th>
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</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Type 1</th>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type 2</th>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type 3</th>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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

ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.
OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED (SEE: http://www.saftek.com/worksafe/bull82.txt)