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(For Fixed-Price Construction Contracts)

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4. (b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or other fee that is contingent upon the success that a person or concern has in securing a Government contract, “Improper influence,” as used in this clause, means any influence that induces or tends to induce a contractor or subcontractor to act in such manner as to improperly influence the Government contract or contracts through improper influence. “Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

5. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

This clause applies to all subcontracts with a value in excess of $100,000 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,” “recently separated veteran,” “service-disabled veteran,” “Armed Forces service member,” “veteran of the Vietnam era,” “veteran,” and “war veteran” have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

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

(1) The total number of employees in the Contractor’s workforce, by job category and hiring status (i.e., active, separated, on leave, etc.), who are veterans, or who have or have had a service-connected disability.

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

(i) Employment;

(ii) Upgrading;

(iii) Definitions;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Pay or other forms of compensation;

(vii) Offers of employment;

(viii) Selection for training, incurred disability.

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

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

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s compliance with the requirements of this section. The Contractor shall also send a copy of this notice to the Department of the Army, Office of the Secretary of the Army.

(6) The Contractor shall comply with Executive Order 13165, as amended, and the rules, regulations, or orders of the Secretary of Labor.

7. EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)

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

(a) Definitions. As used in this clause—

“Armed Forces service medal veteran” means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, who is entitled to receive a service medal authorized by Congress, who has been determined by the Secretary of Veterans Affairs to have incurred a compensable injury or disease as the result of active military, naval, or air service, or who is determined by a Labor-Management review Board or a Labor-Management panel convened under the procedures of the Uniformed Services Employment and Reemployment Rights Act of 1994 to have incurred a compensable injury or disease as the result of active military, naval, or air service.

“Disabled veteran” means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, suffers a service-connected disability or was awarded any service medal authorized by Congress for Vietnam era service, and does not have a service-connected disability rating of 10 percent or more.

“Recent separated veteran” means a veteran of the U.S. military, ground, naval, or air service, who either had a compensable injury or disease as the result of active military, naval, or air service and was separated from service as a result of such injury or disease or was separated from service on or after the first day of April 2009 and did not have a service-connected disability rating of 10 percent or more.

“Service-disabled veteran” means any veteran of the U.S. military, ground, naval, or air service, who, while serving on active duty in the U.S. military, ground, naval, or air service, suffers a service-connected disability or was awarded any service medal authorized by Congress for Vietnam era service, and has a service-connected disability rating of 10 percent or more.

“All employment openings” means all positions except executive and senior management, those positions that will be filled from within the Contractor’s organization, and positions lasting more than 30 days. This term includes full-time employment, temporary employment of more than 30 days, and part-time employment. For the purpose of this clause, “executive” and “senior management” means—

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

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

(b) Except as provided in this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(c) This clause applies to acquisition contracts except for commercial items.
“Other protected veteran” means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense. “Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and which are filled from within the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and which are filled from within the Contractor’s organization, including any affiliates, subsidiaries, and parent companies, and other related activities, and selection for leaves of absence to pursue training.

The Contractor shall be responsible for the accuracy of the information in the notice. The notice shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, or downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.pdf or (d) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more to the extent applicable to the subcontractor’s organization (including any affiliates, subsidiaries, and parent companies) and the subcontractor’s employees. The notice shall be provided by the Federal contracting agency if requested; downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.pdf; or (e) “Commercially available off-the-shelf (COTS) item” means any item of supply that is—

Subcontracts. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

Notices to employees are customarily posted both physically and electronically. Federal contractors and subcontractors should be alert to the imposition of sanctions for noncompliance.

(b) General.

(i) Physical posting of the employee notice shall be in conspicuous places in and about each establishment of the Federal Government that has employees covered by the NLRA to organize and bargain collectively with their employers and to engage in other related activities, and selection for leaves of absence to pursue training.

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, or downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.pdf or (d) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more to the extent applicable to the subcontractor’s organization (including any affiliates, subsidiaries, and parent companies) and the subcontractor’s employees. The notice shall be provided by the Federal contracting agency if requested; downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.pdf; or (e) “Commercially available off-the-shelf (COTS) item” means any item of supply that is—

Subcontracts. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.
“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and change orders issued after the date of award to the prime contractor. “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 2.101 (c), includes the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

   (i) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

   (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor who are working in the United States, who are not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(ii)(b) of this section); or

   (iii) Employees assigned to the contract. For each employee assigned to the contract, verify within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

   (i) All new employees;

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

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

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

(3) If the Contractor is an institution of higher education (as defined in 20 U.S.C. 1001(a)) or a State or local government or the government of a Federally recognized Indian tribe; or a supplier performing under a contract with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (a)(1)(i) or (a)(1)(ii) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee who was working in the United States after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

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

   (ii) Notification to E-Verify Operations of the Contractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

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

   (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. Such termination shall be referred to a suspension or debarment official.

   (ii) During the period between terminations of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under this clause, if the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must enroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification for any individual hired or rehired to perform services for this contract, that has been verified through E-Verify prior to or during this contract period, regardless of whether the employee is new hire or rehired.

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

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, sensitive, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued a security clearance pursuant to Homeland Security Presidential Directive-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including the definition of “Subcontract” in all subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or other orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.

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

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

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.

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


b. The Contractor shall account for all forms of Government-issued identification issued to the Contractor or Government-issued identification in connection with contract requirements under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

   1. When no longer needed for contract performance.

   2. Upon completion of the Contractor employee’s employment.

   3. Upon contract completion or termination.

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

   d. The Contractor shall include the terms of this clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. The Contractor shall provide the Laboratory with the information necessary to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Laboratory Procurement Official.

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

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

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall provide a qualified individual with a disability equal employment opportunity, including advancement in employment, without regard to the individual’s disability, except where such an employment opportunity would pose an undue hardship on the operation of the Contractor’s business. Undue hardship is a result of an undue financial or administrative burden or a serious adverse impact on the operation of the Contractor’s business. The provision of reasonable accommodations for an individual with a disability is not an undue hardship.

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

(b) Postings.

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

   (i) The Contractor’s obligation under the Act to employ and advance in employment qualified individuals with disabilities; and

   (ii) The rights of applicants and employees.

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

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

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.

12. SECURITY (MAR 2011)

a. Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, ensure that all DOE personnel are responsible for protecting all classified information and all classified matter (including documents, material, and special nuclear material) which are in the Contractor’s possession in connection with the performance of work under this contract against unauthorized disclosure; and that all DOE property is protected against unauthorized disclosure. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce regulations. The Contractor shall be responsible for preparing any applicable regulations, and for making the necessary provisions for compliance with them.

b. Regulations. The Contractor agrees to comply with all security regulations and contract terms, including action for noncompliance.

c. Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the 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], or information determined to require protection against unauthorized disclosure, which is identified as National Security Information.

d. Definition of National Security Information. The term “National Security Information” means information that is determined by the Secretary issued pursuant to the Act.

e. Definition of Classified Information. The term “Confidential Information” means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
g. Definition of Special Nuclear Material. The term “special nuclear material” means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 (as amended, of the Atomic Energy Act of 1954) has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

h. Access authorizations of personnel.
   1. The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information, special nuclear material, and control and nuclear material to which access is required.
   2. The Contractor must maintain controls 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. A review must verify an uncleared applicant's or uncleared employee's educational background, school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are required by state or local laws or regulations and when the uncleared applicant or uncleared employee is hired, in the discretion of the Contractor; is located; and conduct a credit check and other checks as appropriate.
      ii. Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
   3. In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with 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 (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, with respect to pre- and post-offer of employment disability related questions.
   4. In addition to a review, each candidate for a DOE access authorization must be tested for use of illegal drugs, as defined in 10 CFR Part 707. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR Part 707. All employees possessing an access authorization, for testing for use of illegal drugs, DOE will not process candidates for a DOE access authority the absence from their system of any illegal drug.
   5. 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 individual in such a position prior to the individual’s initial access authorization, unless an approval has been obtained from the head of the cognizant local DOE security office. If the individual is hired and placed in the position prior to receiving an access authorization, the individual shall not be granted access to classified information or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
   6. The Contractor must furnish to the head of the cognizant DOE Security Office the following uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:
      A. The date(s) each Review was conducted;
      B. Each entity that provided information concerning the individual;
      C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information collected during the review;
      D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor’s personnel policies, and
      E. The results of the test for illegal drugs.
   7. Criminal liability. It is understood that misuse of classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may be in the possession of the Contractor or any subcontractor (or any employee of the Contractor or any subcontractor) which is necessary to the performance of this contract may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States or the Atomic Energy Act of 1954, 42 U.S.C. 2071 (d), and 793 and 794). Contractors are encouraged to submit this information to the DOE through the use of the online reporting system at https://reporting.doe.gov. Whenever the Contractor identifies any unauthorized access, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

i. 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 that would affect any answer to the questions presented in the Standard Form (SF) 328. Certification Pertaining to Foreign Ownership, Influence, and Control required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided to the Subcontractor is described in a Subcontractor Security Evaluation Plan submitted to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor at any tier and the term “Contracting Officer” means the DOE Contracting Officer. When this clause is included in a subcontract, the term “Contractor” shall mean Subcontractor and the term “subcontract” shall mean subcontract.

13. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

   In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy’s regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, “information” means facts, data, or knowledge itself, “document” means the physical medium on or in which information is recorded, and “material” means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is “Restricted Data” and “Formerly Restricted Data” (classified under the Atomic Energy Act of 1954, as amended) and the “National Security Information” (classified under Executive Order 12958 or prior Executive Orders).

   The original decision to classify or declassify information is considered an inherently Government function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers. The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a contractor derivative classifier for the original classification. DOE directives and classified/classification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of these documents shall be based to the degree, access authorizations which is not addressed in classification/declassification guidance, but whose sensitivity warrants that the individual to which the information was classified, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

   In addition, the contractor or subcontractor shall ensure that existing classified documents (containing restricted data) are declassified within 180 days of the date of the decision which in which are in its possession or under its control are periodically reviewed by a Federal Government or contractor derivative Declarative in accordance with classification regulations, mandatory DOE directives and classified/classification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of these documents shall be based to the degree, access authorizations which is not addressed in classification/declassification guidance, but whose sensitivity warrants that the individual to which the information was classified, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

   The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

14. CLEAN AIR AND WATER (APR 1984)

   (a) “Air Act,” as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.), “clean air standards,” as used in this clause, means –
   (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11736.
   (2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410 (d)).
   (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411 (c) or (d)); or
   (4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412 (d)).
   (b) “Clean water standards,” as used in this clause, means any enforceable limitation, control, condition, prohibition, work practice, or other requirement contained in, issued under, or otherwise adopted under the Water Act or Executive Order 12231.
   (c) “Water Act,” as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.) and all regulations and prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Water Act or Executive Order 12231.
   (d) “Environmental Protection Agency,” means the Environmental Protection Agency, including any successor agency. In the event of a change in the name of such agency, the term “Environmental Protection Agency” shall be deemed to include any successor or assigns thereof.
   (e) “Federal Government,” means the United States of America, its agencies, instrumentalities, departments, or officers.
   (f) “ wchars,” as used in this clause, means compliance with –
   (1) Clean air or water standards;
   (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 requirements of the Air Act or Water Act related agreements.
   (g) “Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel or other mobile craft, location, or site of operations, owned, leased, or supervised by a contractor or other person (including a subcontractor) which is necessary to the performance of the contract, or which is under the control, supervision or influence of the contractor or other person involved in the performance of the contract, or which is located in the United States, and which is where any activities required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided to the Subcontractor is described in a Subcontractor Security Evaluation Plan submitted to the Contracting Officer, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.
   (h) “Water Act,” as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.)
15. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—
(1) "Energy-efficient product" means—
(i) A product that—
(I) 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 manufacturer or the Federal Trade Commission for sale in the United States and as published by the Energy Star Program of the U.S. Department of Energy.
(2) The term "product" does not include any energy-consuming product or system designed for incorporation for combat or combat-related missions.
(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, and for products procured—
(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;
(4) Specified in the design of a building or incorporated during its construction, renovation, or modification.
(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—
(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP;
(2) Otherwise approved in writing by the Contracting Officer.
(d) Information about these products is available at—
(1) ENERGY STAR® at http://www.energystar.gov/products; and
(2) FEMP at http://www1.eere.energy.gov/femp/environmental_requirments.html.

16. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) Unless otherwise exempt, the contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an Annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
(b) A Contractor operated or owned facility exempt from the performance of this contract is exempt from the requirement to file an annual Form R if—
(1) The facility does not manufacture, process, or store any toxic chemicals listed in 40 CFR 372.65;
(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(b) of EPCRA, 42 U.S.C. 11023(b)(1) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
(4) The facility does not fall within standard industrial classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) codes for which the requirements of this section do not apply.
(c) The Contractor shall notify the Laboratory Procurement Representative; and
(1) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
(2) Continue to file the annual Form R for the life of the contract for such facility.
(d) The Contractor shall file by July 1 for the prior calendar year for each facility subject to the Annual Chemical Release Inventory Form (Form R) filing and reporting requirements, the annual Chemical Release Inventory Form (Form R) throughout the life of the contract.
(e) The Contractor shall notify the Laboratory Procurement Representative; and
(1) Submit an Annual Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year for each facility subject to the Chemical Release Inventory Form (Form R) filing and reporting requirements; and
(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

17. 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 services required by this contract of,* items containing either—
(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1945, as amended, as set forth in Title 10 of the Code of Federal Regulations, or in effect on the date of this contract; or
(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per unit equals or exceeds 0.01 microcuries.

(b) The Contractor shall notify the Laboratory Procurement Representative or designee of the activity of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—
(1) Be submitted in writing;
(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

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

(d) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per unit equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked, and labeled as required by the latest revision of MIL-STD-129 in effect on the date of the contract.

(e) The contractor, including any subcontractor, shall provide all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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

(a) Definitions. As used in this clause—international air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; “United States” means the 50 States, the District of Columbia, and our territories.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 10110B) requires that all air carriers that receive Federal funding shall use U.S.-flag air carriers for U.S.-Government-financed international air transportation of personnel (and their personal effects) to, or from, the United States. Contractors or subcontractors shall use U.S.-flag air carriers if the U.S.-flag air carrier is available to provide such services.

(c) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers including such transportation essentially as follows:

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

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):
(1) [State reasons].
(2) [State reasons].
(3) [State reasons].

(d) In the event that a contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers indicating such transportation essentially as follows:

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

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):
(1) [State reasons].
(2) [State reasons].
(3) [State reasons].

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

19. PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (AUG 2003)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 12412) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of all dry-bulk materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—
(1) Acquired for a U.S. Government agency account;
(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
(3) Furnished for the account of a foreign nation in connection with which the United States extends or provides assistance funds under any Federal statute; or
(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment of—
(1) The Authorized Laboratory Procurement Official, and
(2) The Office of Contracting:
   (i) Maritime Administration (MAR-590)
   400 Seventh Street, SW
   Washington DC 20590
Subcontractor bills of lading shall be submitted through the prime contractor.

(i) The contractor shall furnish these bills of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 20 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
   (A) Sponsoring U.S. Government agency.
   (B) Name of vessel.
   (C) Vessel flag of registry.
   (D) Date of loading.
   (E) Port of loading.
   (F) Port of final discharge.
   (G) Description of commodity.
   (H) Gross weight in pounds and cubic feet if available.
   (I) Total ocean freight revenue in U.S. dollars.

(d) The contractor shall provide the subcontractor with the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (g).

(e) The requirement in paragraph (a) does not apply to—
(1) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty.
(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies or materials or commodities that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353).
(3) Shipments of classified supplies when the classification prohibits the use of non-U.S. Government vessels.
(4) Subcontracts or purchase orders for the acquisition of commercial items unless—
   (i) This clause contains—
      (A) A contract or agreement for ocean transportation services; or
      (B) A construction contract;
   (ii) This clause contains—
      (A) Items the contractor is reselling or distributing to the Government without adding value. (Generally, the contractor does not add value to the items which it resells or distributes for U.S. Government operations); or
      (B) Shipments in direct support of U.S. military—
20. APPLICABLE LAW (OCT 1999)

21. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This clause does not apply to small business concerns.

Definition provided in this clause.

"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.) and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual subcontractor" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

The offeror shall provide the Laboratory Procurement Officer a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. The plan shall be submitted to the Laboratory Procurement Officer at the time specified by the Laboratory Procurement Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

The offeror’s subcontracting plan shall include the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use 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 as subcontractors. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Assurances that the offeror will –

   A. Provide its prime contract number, its DUNS number, and the e-mail address of the offeror’s official responsible for acknowledging receipt of the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs and/or the SSR using eSRS.

   B. Provide its prime contract number, its DUNS number, and the e-mail address of the offeror’s official responsible for acknowledging receipt of the ISRs, to its subcontractors with subcontracting plans.

   C. Whether service-disabled veteran-owned small business concerns were solicited and if not, why not.

   D. Whether service-disabled veteran-owned small business concerns were solicited and if not, why not.

   E. Whether service-disabled veteran-owned small business concerns were solicited and if not, why not.

   F. Whether service-disabled veteran-owned small business concerns were solicited and if not, why not.

   G. Whether service-disabled veteran-owned small business concerns were solicited and if not, why not.

   H. Whether small business concerns were solicited and not, why not.
C. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small businesses; and
D. Veterans service organizations;
E. Records of internal guidance and encouragement provided to buyers through—
   A. Workshops, seminars, training, etc.; and
   B. Monitoring performance to determine compliance with the program’s requirements.
6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Having commercial plans shall not comply with this requirement.

In order to effectively implement this plan to the extent consistent with efficient contract administration.

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 for Government procurement officers to review bids, quantities, specifications, and delivery schedules so as to facilitate the participation of such concerns. Where the offeror knows or believes that a small, disadvantaged, or women-owned small business concern is capable of fulfilling a requirement, a separate report shall be submitted for each DoD component.

Subcontracting plans for subcontracts performed outside the United States and its outlying areas.

2. Provide adequate and timely consideration of the capabilities for small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all ‘make-or-buy’ decisions.

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 concerns. Assistance will be extended to the extent of the Contractor’s compliance with this clause.

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

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, small disadvantaged business, or for misrepresentations of small, disadvantaged, or women-owned small business status for the purpose of obtaining or maintaining subcontracting plans. If the data are not available within 30 days after the end of the Government’s fiscal year, 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. A subcontracting plan that is not acknowledged or rejected in eSRS by the Contracting Officer who approved the plan.

6. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, determination of the unsuccessful subcontractor, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

a. A master plan on a plant or division-wide basis shall include all the elements required by paragraph (d) of this clause, except goals may be incorporated by reference as a part of the subcontracting plan required of the offeror containing the subcontract at issue.

b. The master plan has been approved.

c. The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer.

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

f. A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government does not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the plan is being implemented to satisfy the requirements of this clause; except —

i. The report shall be submitted semi-annually during contract performance for the
j. The report shall include all subcontract awards under the commercial plan unless otherwise stated in the contract.

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

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

C. If a Contractor has a commercial plan and is performing work for more than one Government agency, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and locaton of the apparent successful offeror prior to award of the contract.

A. A subcontractor notifying the Government of the award of a subcontract shall be accomplished within 30 days after the end of the Government’s fiscal year.

C. The report shall be submitted with the subcontracting plan. This report shall be the sum of the base period through the current option; for

D. The authority to acknowledge or reject SSRs for commercial plans shall be the Contracting Officer with the awarding agency.

A. This report encompasses all subcontracting under prime contracts and

B. The report shall be submitted annually, within thirty days after the end of

C. Reports are required when due, regardless of whether there has been

D. The authority to acknowledge or reject SSRs for commercial plans shall be the Contracting Officer with the awarding agency.

B. The report shall be submitted annually, within thirty days after the end of

2.2 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(a) It is the policy of the United States that small business concerns, for a plan to the extent of the Contractor’s compliance with this clause.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the extent of the Contractor’s compliance with this clause. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration, or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

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

i. The report shall be submitted semi-annually during contract performance for the

ii. The report shall include all subcontract awards under the commercial plan unless otherwise stated in the contract.

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

B. The report shall be submitted annually, within thirty days after the end of

C. The report shall be submitted semi-annually during contract performance for the

D. The authority to acknowledge or reject SSRs for commercial plans shall be the Contracting Officer with the awarding agency.

III.atoria that awarded the subcontract.

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

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

B. The report shall be submitted annually, within thirty days after the end of

C. Reports are required when due, regardless of whether there has been

D. The authority to acknowledge or reject SSRs for commercial plans shall be the Contracting Officer with the awarding agency.

B. The report shall be submitted annually, within thirty days after the end of

C. Reports are required when due, regardless of whether there has been

D. The authority to acknowledge or reject SSRs for commercial plans shall be the Contracting Officer with the awarding agency.
(a) This clause shall become operative 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 15.404-2, that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause or any data relied upon in determining the cost of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.404-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause are complete, correct, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.404-2, when entered into, the Contractor shall insert—

(1) The substance of this clause, including paragraph (c), if paragraph (a) of this clause requires subcontract certification at the time such subcontract is awarded.

(2) The substance of the clause at FAR 52.215-3, Subcontractor Certified Cost or Pricing Data—Modifications.

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

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-2, whenever entered into by the Contractor.

(2) 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 15.404-3, on the date of agreement on the price or date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submitted cost or pricing data at FAR 15.404-3, 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 applied and the mathematical or other methods used in the estimates, including those used in determining the price), unless an exception under FAR 15.403-1 applies.

The Contractor or subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or

(3) An exception that does not include any data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, and the data were not submitted before such price.

The Contractor shall insert the substance of this clause, including paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.404-3 on the date of agreement on price or the date of award, whichever is later.

29. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any remuneration under this contract, would have increased any amount because—

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

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

(3) 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 prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount that would have been reduced if the overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, were less than the prospective subcontract cost estimate submitted by the Contractor, provided that the actual subcontract price or the actual cost was not increased in the amount of the reduction.

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

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

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took all appropriate steps to discover the error and to bring the error to the attention of the Contracting Officer.

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

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

(c) The Contractor or subcontractor that incurred charges in connection with the cost or pricing reduction.

(d) The Contractor or subcontractor did not certify in substantially the form prescribed in FAR 15.404-2 on the date of agreement on price or date of award, whichever is later, that the price or cost for which payment was made prior to the date of the modification reflecting the price reduction, the contractor shall be liable to and shall pay the United States at the time such overpayment is discovered the amount determined appropriate by the Contracting Officer based upon the facts shall be allowed and the date data were not submitted by the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such price.

(i) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date of overpayment to the Contractor to the date the Government is repaid by the Contractor the amount of the overpayment.

(ii) The Government proves that the facts demonstrate that the contract price should have included the amount of the overpayment, if the subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

26. REPORTS (OCT 1997)

The contractor shall furnish periodic reports to the Labor Department from time to time when requested, in such form and number as may be required by the Labor Department, summarizing the activities of the contractor under this contract and shall make such final reports as may be required by the Labor Department. The reports detailed in the Laboratory under this contract shall contain a statement page which will identify the persons preparing the report and the persons approving the report.

27. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-3 on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-3, 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 applied and the mathematical or other methods used in the estimates, including those used in determining the price), unless an exception under FAR 15.403-1 applies.
Any reduction in the contract price under paragraph (b) of this clause due to defective data shall be
accepted only if the Laboratory agrees in writing to the method of reducing the contract price.
(A) The contractor certifies to the Contracting Officer that, to the best of the
contractor's knowledge and belief, the contractor is entitled to the offset in the
amount of the reduction.
(B) The contractor proves that the offset was made or the reduction in the contract price was
not valid or that the offset or the reduction was in error.
(C) The contractor shall state the reason for the offset or reduction in the contract price and
shall describe the basis for the contractor's claim.
(D) The contractor certifies that the offset or reduction in the contract price is not for the purpose
of double compensation or is not for any other purpose.
(E) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of this contract.
(F) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other contract.
(G) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any governmental
contract.
(H) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other contractual
relationship.
(I) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other agreement.
(J) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other undertaking.
(K) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other activity.
(L) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(M) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other occupation.
(N) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(O) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other occupation.
(P) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(Q) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other occupation.
(R) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(S) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other occupation.
(T) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(U) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other occupation.
(V) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(W) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other occupation.
(X) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(Y) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other occupation.
(Z) The contractor certifies that the offset or reduction in the contract price is not for any purpose
related to the contractor's failure to comply with the terms and conditions of any other profession.
(a) The contractor shall present the Work site a copy of the drawings and specifications and shall at
times give the Laboratory access thereto. Anything mentioned in the specifications and
portions of the contract unless that understanding or representation is expressly stated.
(b) Any work performed by the Laboratory shall be done in accordance with the drawings and
specifications, no adjustment for any change under paragraph (b) of this clause shall be made
without the approval of the Contracting Officer.
(c) The contractor shall include this clause in every subcontract that is subject to this contract.
(d) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(e) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(f) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(g) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(h) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(i) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(j) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(k) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
(l) If the contractor does not provide the Laboratory with a copy of the drawings and
specifications, a copy of the contract, or any other written notice required by this clause,
the contractor shall be responsible for any modification of the work, except that the contractor shall
be responsible only for any modifications that increase the cost of the work under this contract.
38. MATERIALS AND MARKMANSHIP (MAR 2003)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. To the maximum extent practicable the contractor shall use recycled products to the extent possible. EPA Comprehensive Procurement Guidelines identifies products that use recycled material pursuant to 40 CFR 247. The contractor shall obtain the Laboratory's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, nature and rating of the machinery and mechanical and other equipment. Without written consent of the Laboratory, the contractor shall obtain the Laboratory's approval of the machinery and articles which the contractor contemplates incorporating into the work. When requesting approval, the contractor shall provide full information concerning the material or articles.

(b) The contractor shall obtain the Laboratory's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, nature and rating of the machinery and mechanical and other equipment. When requested, the Laboratory's approval of the machinery and articles which the contractor contemplates incorporating into the work. When requesting approval, the contractor shall provide full information concerning the material or articles.

(c) Laboratory inspections and tests are for the sole benefit of the Laboratory and do not become the sole property of the Government, but this shall not be construed as

39. 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 and any other person the Laboratory may prescribe 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 bankrupt filing was begun, and a statement of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

40. INSPECTION OF CONSTRUCTION (OCT 1999)

(a) Definition. “Work” includes, but is not limited to, materials, workmanship, and manufacture of apparatus and equipment.

(b) The contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this contract conforms to contract requirements. The contractor shall maintain complete inspection records and make them available for on-site audits.

3. Contractors shall submit the above referenced transportation documents with Contractor's invoice to -- Argonne National Laboratory, 9700 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439

The Laboratory shall enter the actual progress on the chart as directed by the Laboratory, and the contractor shall maintain complete inspection records and make them available for on-site audits.

4. FILED AND CONSTRUCTED PROPERTY (OCT 1999)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. To the maximum extent practicable the contractor shall use recycled products to the extent possible. EPA Comprehensive Procurement Guidelines identifies products that use recycled material pursuant to 40 CFR 247.

(b) The contractor shall obtain the Laboratory's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, nature and rating of the machinery and mechanical and other equipment. Without written consent of the Laboratory, the contractor shall obtain the Laboratory's approval of the machinery and articles which the contractor contemplates incorporating into the work. When requesting approval, the contractor shall provide full information concerning the material or articles.

(c) Laboratory inspections and tests are for the sole benefit of the Laboratory and do not become the sole property of the Government, but this shall not be construed as

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The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of Argonne, DOE, and contractor employees and of members of the public, to protect the environment, and to comply with all laws, regulations, codes, and standards applicable to subcontracted services provided to the Laboratory. Requirements of the Argonne WSHP that are requirements of DOE as identified by the Laboratory in writing from time to time. The regulations and including subcontractors hired subsequent to the commencement of on-site activities, are aware of no claim for an extension of time or for compensation for damages by reason of, or in connection Laboratory subsequently issues an order to the contractor to resume work, the contractor shall make resumption of the work may be issued at the discretion of the Laboratory Procurement Officer. The Laboratory Procurement Official may, without prejudice to any other legal or contractual rights of the government/Laboratory, issue an order stopping all or any part of the work. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution or if, at any time, the contractor’s acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Laboratory Procurement Official may issue an order stopping all or any part of the work. An order stopping work may be issued at any time during the course of the work. Laboratory approval must be obtained prior to starting any new work. The Laboratory will review and must approve the plan. Otherwise, it will be returned to the contractor’s ES&H Program and Implementation Plan(s), which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract.

1. The contractor’s ES&H Program and Implementation Plan will be reviewed for compliance with DOE’s “Guide for the development of the plan was included in the solicitation documents. If the plan is found to be in the contractor’s ES&H Program and Implementation Plan(s) which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract.

2. The contractor’s ES&H Program and Implementation Plan will be reviewed for compliance with DOE’s “Guide for the development of the plan was included in the solicitation documents. If the plan is found to be in compliance, the Laboratory will issue a stop work order. Other than these, no other field work will be allowed, and the field work will begin only after the plan is approved. Any revisions subsequent to the plan is approved. The Laboratory may, without prejudice to any other legal or contractual rights of DOE or the Laboratory, issue an order stopping all or any part of the work. Prior to the date the contractor submits a bid for this contract, or the date the contractor executes the contract, whichever is earlier, the Laboratory ES&H Representatives, and the Manager, Department of Energy, Argonne Site Office, the Laboratory Procurement Official, the Laboratory Construction Management, Project Manager, and the manager at the DOE Argonne Site Office shall complete form ANL-240, Incident Investigation and Analysis Report, and ensure that the injured employee and all witnesses to the incident complete form ANL-239, Accident Report, before submitting the ANL-239, and ANL-240 forms (Paragraph A. 2. above), and submit these to the Project Specialist and Project Manager, within 24 hours. The types of emergencies that must be reported include but are not limited to: fire, explosion, personnel injury/illness, security incident, vehicle accident, elevator accident,000, and throughout the duration of the contract when signatures are added. (The subjects to be covered by the orientation are listed in the solicitation documents.)

4. Job Safety Analysis (JSAs), which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) for all chemicals used or transported on site are to be submitted as part of this analysis. (A sample JSF form was provided in the solicitation documents.)

5. Project Specialist, Technical Representative, or Project Manager, in addition to the contractor’s ES&H Program and Implementation Plan(s) which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract. The projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the submittal of the JSAs corresponding to later phases of construction may be deferred. However, no aspect of the work is to proceed until approved by the Project Manager.

6. The contractor’s ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor personnel engaged in the work. The orientation, as a minimum, shall include a review of the JSAs, all related permits and plans, and a review of the revised work procedures. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. The signature list shall be submitted to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are added. (The subjects to be covered by the orientation are listed in the solicitation documents.)

7. Job Safety Analysis (JSAs), which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) for all chemicals used or transported on site are to be submitted as part of this analysis. (A sample JSF form was provided in the solicitation documents.)

8. Project Specialist, Technical Representative, or Project Manager, in addition to the contractor’s ES&H Program and Implementation Plan(s) which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract. The projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the submittal of the JSAs corresponding to later phases of construction may be deferred. However, no aspect of the work is to proceed until approved by the Project Manager.

9. The contractor’s ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor personnel engaged in the work. The orientation, as a minimum, shall include a review of the JSAs, all related permits and plans, and a review of the revised work procedures. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. The signature list shall be submitted to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are added. (The subjects to be covered by the orientation are listed in the solicitation documents.)

10. Job Safety Analysis (JSAs), which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) for all chemicals used or transported on site are to be submitted as part of this analysis. (A sample JSF form was provided in the solicitation documents.)

11. Project Specialist, Technical Representative, or Project Manager, in addition to the contractor’s ES&H Program and Implementation Plan(s) which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract. The projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the submittal of the JSAs corresponding to later phases of construction may be deferred. However, no aspect of the work is to proceed until approved by the Project Manager.

12. The contractor’s ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor personnel engaged in the work. The orientation, as a minimum, shall include a review of the JSAs, all related permits and plans, and a review of the revised work procedures. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. The signature list shall be submitted to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are added. (The subjects to be covered by the orientation are listed in the solicitation documents.)

13. Job Safety Analysis (JSAs), which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) for all chemicals used or transported on site are to be submitted as part of this analysis. (A sample JSF form was provided in the solicitation documents.)

14. Project Specialist, Technical Representative, or Project Manager, in addition to the contractor’s ES&H Program and Implementation Plan(s) which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract. The projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the submittal of the JSAs corresponding to later phases of construction may be deferred. However, no aspect of the work is to proceed until approved by the Project Manager.

15. The contractor’s ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor personnel engaged in the work. The orientation, as a minimum, shall include a review of the JSAs, all related permits and plans, and a review of the revised work procedures. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. The signature list shall be submitted to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are added. (The subjects to be covered by the orientation are listed in the solicitation documents.)

16. Job Safety Analysis (JSAs), which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) for all chemicals used or transported on site are to be submitted as part of this analysis. (A sample JSF form was provided in the solicitation documents.)

17. Project Specialist, Technical Representative, or Project Manager, in addition to the contractor’s ES&H Program and Implementation Plan(s) which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract. The projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the submittal of the JSAs corresponding to later phases of construction may be deferred. However, no aspect of the work is to proceed until approved by the Project Manager.

18. Job Safety Analysis (JSAs), which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) for all chemicals used or transported on site are to be submitted as part of this analysis. (A sample JSF form was provided in the solicitation documents.)

19. Project Specialist, Technical Representative, or Project Manager, in addition to the contractor’s ES&H Program and Implementation Plan(s) which includes the required subcontractor training, at the commencement of work on site, and ensuring compliance during the performance of the work under this contract. The projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the submittal of the JSAs corresponding to later phases of construction may be deferred. However, no aspect of the work is to proceed until approved by the Project Manager.
4. The ES&H Representative must have the authority to stop work and change the operation to correct any deficiencies or to eliminate any hazards observed.
5. The ES&H Representative must have taken a minimum training equivalent to the OSHA 10-hour training course in construction safety before field work at Argonne begins. Documentation of attendance, signed by the OSHA certified instructor, shall be submitted to the Laboratory for approval. Additionally, the contractor shall submit a list of employees who will administer first aid or CPR, along with certified training documentation. This list shall be part of the Construction Job Safety Analysis.

F. Environment, Safety and Health Documentation

The contractor shall submit the following documents, current certificates, etc. as required:

1. Environment, Safety and Health (ES&H) Program and Implementation Plan
2. Contractor's approved Job Safety Analysis (JSA), Job Competency Analysis, and OSHA 10-hour training course in construction safety before field work at Argonne begins. Documentation of attendance, signed by the OSHA certified instructor, shall be submitted to the Laboratory for approval.
3. MSDSs for all products and materials brought on site shall be posted on the contractor's bulletin board accessible to all workers on the job site. In addition, all MSDSs must be submitted as part of the Contractor Job Safety Analysis.
4. Equipment inspection documentation required by 29 CFR 1926 Subpart N, must be included in the contractor's ES&H Program and Implementation Plan as required.
5. Pressure vessel certificates per 29 CFR 1926.29 must be submitted and approved prior to use.
6. Documentation of employee training and/or proof of proficiency required by OSHA and other authorities.
7. The Contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary licenses.

G. Variances

Requests for exceptions to Laboratory environment, health, and safety requirements, contractor's approved ES&H Program and Implementation Plan, contractor's approved Job Safety Analysis, or specified environmental plans must be submitted in writing to the Laboratory. Exceptions shall not be permitted without approval by the Laboratory.

H. ES&H Orientation and Site Access

All contractor personnel are to attend ES&H orientation before starting work at the site. The attendants include two parts: Contractor Safety Orientation (CSO) provided by the Laboratory, and job-specific safety orientation conducted by the contractor. The CSO lasts approximately one and one-half hours. This orientation is required on an annual basis. On completion of the orientation, each employee will receive a wallet card that must be presented to Laboratory personnel on request. On completion of the orientation, the gate pass will be issued to the contractor employee for use for the duration of the work or for a length of time to be decided by the Project Specialist. This pass is required for site access and is to be used only by the employee whose name appears on the pass. Any misuse of the pass will result in a suspension from site access for a period of six (6) months.

I. Equipment and Tool Inspection

All tools and equipment brought on site by contractors and subcontractors will be inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use. Tools and equipment will also be randomly inspected throughout the duration of the contract. Items found out of compliance shall be removed from service, tagged out of service and taken off site by the contractor by the end of that work day.

J. Lab Site Rules

The following acts or conduct are prohibited at the Laboratory site and violations will result in disciplinary action.

1. Possession of weapons, firearms, ammunition, explosives or any other apparatus or material hazardous to the public or property.
2. Possession or illegal use of controlled substances or intoxicants or being under their influence.
3. Indecent behavior of any type.
4. Stealing, misuse, or destruction of Laboratory or government property.
5. Violation of site traffic and parking regulations.
6. Littering outside of designated trash areas.
7. Using Laboratory facilities such as the cafeteria and washrooms while wearing extremely dirty or contaminated clothes and shoes.

K. Laboratory ES&H Requirements

The following requirements must be included in the contractor's ES&H Program and Implementation Plan and implemented on the job site:

1. The Laboratory conducts work through the use of on-site permits. All required permits will be identified to the contractor and the Laboratory will arrange for all necessary permits. There is no cost to the contractor for any Laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry clearance, energized electrical work, open flame, confined space entry, digging, moving government or Laboratory property off site, and removing asbestos. When coring, cutting or drilling through floors, walls, ceilings and exterior foundation walls, the contractor shall follow the Blind Penetration Checklist (ANL-909). The contractor shall comply with all restrictions or provisions listed on the permits. A permit to bring radioactive sources or x-ray equipment on site must be issued no later than 48 hours in advance. All coring and penetrating equipment shall be properly grounded.
2. All contractors and subcontractors working for the Laboratory, both on and off site, are responsible for complying with the Personal Payment for Personal Protective Equipment – "Final Rule" issued by OSHA. The Laboratory, by virtue of its position as a host employer, is not responsible for personal protective equipment for PPE required by or issued to workers other than direct Laboratory employees, temporary and permanent.
3. All employees shall wear safety glasses with rigid side shields at all times in the construction work area unless a higher level of eye protection is required for special hazards. All eye protection must meet the requirements of 29 CFR 1926.102. Safety glasses must be ANSI approved and marked with the ANSI marking "Z87.1" designation. Hard hats shall be worn at all times in the construction work area. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.100 and bear the "Z89-1" designation. High voltage exposure work requires hard hats and shall meet ANSI Z89.2 standards and bear the "Z89.2 designation.
4. All employees shall wear protective clothing and footwear for work in the weather and weather conditions. The minimum shall be short (1/4 length) sleeve shirt, long trousers, and hard sole leather work boots providing ankle protection. In addition, any work that presents a greater hazard to the foot the contractor must use a pair of steel-toe boots. Canvas, tennis, or deck shoes are not permitted within the construction work area.
5. One or more members of the ES&H team will inspect the work site on a regular basis to ensure that employee exposures are mitigate and that OSHA requirements are followed.

L. Disciplinary Program

The contractor is required to develop and implement a disciplinary program to control poor performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. This program must be reflected in the contractor's ES&H Program and Implementation Plan.

A contractor should have a policy similar to the one described...
below. The Laboratory will enforce the following Disciplinary Program, which includes disciplinary actions up to and including termination of the contract. The Laboratory will issue verbal warnings to contractors and subcontractors for safety violations and will issue documented safety violations (notice of Safety Violation – FFS 530) for more serious or continual violations. The following progressive program will be implemented in sequential stages based on the nature of the violations. The previous one-year period from the current date will be utilized in determining the quantity of:

1. Stage 1 (Verbal Notification)
   When a contractor employee is observed to be involved in a safety violation that is not imminent danger, the employee shall be told of the violation and the contractor’s ES&H representative will be notified of the incident.

2. Stage 2 (First Documented Safety Violation)
   After receiving verbal notification, if a contractor employee is observed to be involved in the same safety violation, or an employee that should be cognizant of their work products issues the contractor employee will receive a documented safety violation and the contractor’s ES&H representative will receive a copy of the violation.

3. Stage 3 (Second Documented Safety Violation)
   Upon receipt of a second documented safety violation, notifications as stated in Stage 2 above shall be completed. In addition, the contractor shall contact the Laboratory to discuss the nature of the violations and the contractor’s corrective actions needed to avoid repeated unsafe work practices and the consequences thereof.

4. Stage 4 (Third Documented Safety Violation)
   Upon receipt of a third documented safety violation, the contractor employee will be required to return their Argonne gate pass and Construction Safety Orientation card to the Laboratory, and the contractor’s employee will be suspended for three working days. The contractor’s management will be notified of this suspension by the Laboratory’s Procurement office. Prior to returning to work at the Laboratory, the contractor employee will be required to attend the Contractor Safety Orientation. In addition, contractor management and the contractor employee may be required to attend a meeting with Laboratory representatives prior to the employee being permitted access to the Laboratory.

5. Stage 5 (Subsequent Violations)
   A subsequent documented safety violation of any nature will be cause to suspend the contractor employee for two weeks. Additional safety violations will be cause for further suspension. Notification and conditions for granting return access to the Laboratory will be as described in Stage 4 above.

6. Imminent Danger
   Imminent danger situations include, but are not limited to, working at heights above six feet without fall protection; not locking out, tagging, and verifying control of hazardous energy before working; not complying with space entry requirements; entering a trench, excavation, or space without control measures in place. When a contractor employee is observed to be involved in a situation that places himself, others in imminent danger or himself or others at an increased risk of injury or death, the contractor shall not be in the facility. The employee will be suspended for working on the Laboratory site for a period of at least six months. In addition, the contractor’s ES&H representative may be suspended from working on the Laboratory site for three working days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

7. Contractor’s Supervisor, Foreman, and/or ES&H Representatives
   The contractor’s supervisor, foreman, and/or ES&H representative may receive a documented safety violation notice for failure to enforce safety program requirements. Any contractor’s representative who receives a suspension of any kind will not be allowed to continue in the ES&H representative capacity until reinstated by the Laboratory. Any suspension of an ES&H supervisor, foreman, or ES&H representative will start on the day following the documented safety violation to allow the contractor time to arrange for a replacement, unless the violation involved imminent danger, which warrants immediate removal from site. The contractor is responsible for supplying ES&H qualified personnel following a suspension of an ES&H representative before work will continue. Once an ES&H representative’s status has been terminated, it is at the discretion of the Laboratory to determine reinstatement.

8. Cost to the Laboratory
   If laboratory disciplinary action results in suspension of contractor employee(s) including supervisor, foreman, and/or ES&H representative as discussed above, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.

9. Bid List Suspension and Disqualification
   A contractor’s ES&H performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor's performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. Any subcontractor that the contractor has failed to implement or approved ES&H program and the contractor has shown negligence in enforcing ES&H compliance on the Laboratory site, the contractor will be removed from the list of contractors and shall not be allowed to bid or work on a similar contract. The contractor employee shall be required to attend an orientation one year after the suspension. The contractor's request must be in writing and contain the company’s corporate safety plan and an updated Argonne National Laboratory Contractor Safety Information Questionnaire: PFS-525.

M. Drug-Free Workplace
   It is the Laboratory’s policy to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the Laboratory site. Also, contractor employees are prohibited from consuming alcohol at the Laboratory. Contractor and subcontractor employees shall be subject to disciplinary action, including discharge.

N. Contractor-Owned/Leased Trailers and Other Movable Structures
   These requirements apply to movable structures owned by or rented by construction contractors working at Argonne and used exclusively by the contractor and/or its employees. These requirements include minimum standards established by OSHA (Occupational Safety and Health Administration) Construction Industry Standard 29 CFR 1926 and the International Building Code and require a site permit from Argonne.
   • Storage trailers and storage containers must meet DOT requirements as applicable and require a site permit from Argonne.
   • The location and use of contractor-owned movable structures must not constitute a threat to the public, endanger Argonne employees, endanger government employees, or result in the potential for an unacceptable programmatic impact.

45. ENVIRONMENTAL PROTECTION (May 2001)
   In performing this contract the contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations, and directives.

46. LIMITATIONS PERIOD (May 2001)
   Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be identified in writing to the Laboratory Procurement Official. Such written notification must be received by the Laboratory Procurement Official within two (2) years (unless an earlier period is stated elsewhere in the contract) after the completion of work under the contract or after the time for the submission of claims has expired, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

47. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)
   (a) Neither this contract nor any interest therein nor any claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. The Laboratory may assign the whole or any part of this contract to the Government or its designee in the event that such event continues for a period of one year or more from the effective date of this contract, and shall be subject to such terms as the Government or its designee may impose.
   (b) The subcontractor shall submit a written list of the names of all subcontractors who will perform any part of the work or supply any principal portions of the materials to the Laboratory within ten (10) days following the effective date of this contract. The types and amounts of work to be performed by the subcontractor shall be included in the list and shall be a true and complete statement of the subcontractor's intended positive obligations. The list is not required to identify the subcontractor’s intended purchase orders. The subcontractor is entirely responsible for the actions of subcontractors.
   (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
   • 52.202-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 111-292, Title VI, Chapter 1 (41 U.S.C. 251 et seq.), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause identify the appropriate parties, all disclosures of violation of the civil False Claims Act of Federal criminal law shall be directed to the agency OIG of the Government. In addition, any subcontractor’s employee may be required to attend the Contractor Safety Orientation.
   • 52.202-14, Whitecollar Corruption, the Contractor shall not make any claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.
   • Contractor-owned storage trailers and containers must comply with fire placement inside Argonne buildings is prohibited.
   • Contractor structures must meet the anchoring requirements of ASCE 7/ANSI AS81.1, Section 5, “Anchorages.” For design purposes, the basic wind speed (as derived by University of California Research Laboratory, pub. 53256, rev. 1 of 1980, 60 mph. Exposure “C” must be used for all calculations.
   • Automatic detection of the incident should not endanger Argonne or DOE employees.
   • Combustible walkways between contractor-owned structures, storage trailers, or storage containers and Argonne structures (movable or permanent) are prohibited.

48. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)
   (a) Definitions. As used in this clause—
   • Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101 Definitions.
   • “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
   • To the maximum extent practicable, the Contractor shall incorporate, and its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to supply under this contract.
   (b) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
   • 52.202-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 111-292, Title VI, Chapter 1 (41 U.S.C. 251 et seq.), 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 or of Federal criminal law shall be directed to the agency OIG of the Government. In addition, any subcontractor’s employee may be required to attend the Contractor Safety Orientation.
   • 52.202-14, Whitecollar Corruption, the Contractor shall not make any claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.
   • Contractor-owned storage trailers and containers must comply with fire placement inside Argonne buildings is prohibited.
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   • Automatic detection of the incident should not endanger Argonne or DOE employees.
   • Combustible walkways between contractor-owned structures, storage trailers, or storage containers and Argonne structures (movable or permanent) are prohibited.

49. NON-WAIVER OF DEFAULTS (OCT 1999)
   Any failure by the Laboratory at any time, or from time to time, to enforce or require the strict performance and payment of any terms of conditions of this contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, nor the right of the Laboratory at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

50. WARRANTY OF CONSTRUCTION (OCT 1999)
The contractor shall promptly furnish additional security required to protect the Laboratory and persons supplying labor or materials under this contract as the Governor of the Laboratory or the Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The contractor shall fully cooperate with the other contractors and the Laboratory or Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, doing any work that may be provided by the Laboratory. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Laboratory or Government employees.
(f) Location of the construction project;
(g) Name and address of the proposed supplier; and
(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this contract.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate acceptable consideration, the Contractor may modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is less than the difference in price and shall be determined in accordance with paragraph (b)(3)(ii) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(a) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description

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<th>Unit of Measure</th>
<th>Item 1</th>
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</thead>
<tbody>
<tr>
<td>Foreign construction material</td>
<td>Domestic construction material</td>
</tr>
</tbody>
</table>

| [List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; oral, attach handwritten summary.]
| [Include other applicable supporting information.]

55. GOVERNMENT/LABORATORY PROPERTY (OCT 1999)

(a) Laboratory-furnished property.

(1) The term “Contractor’s managerial personnel,” as used in paragraph (g) of this clause, means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

(i) All or substantially all of the Contractor’s business;

(ii) All or substantially all of the Contractor’s operations at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing the contract.

(2) The Laboratory shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Laboratory-furnished property described in the specifications or elsewhere in the contract, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as “Laboratory-furnished property”).

(3) The delivery or performance dates for this contract are based upon the expectation that Laboratory-furnished property suitable for use will be delivered to the Contractor at the times stated in the contract or, if not so stated, in sufficient time to enable the Contractor to meet the contract’s delivery or performance dates.

(4) If Laboratory-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Laboratory, detailing the defects, and, as directed by the Laboratory and at Laboratory expense, either effect repairs or modification or return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Laboratory shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in laboratory-furnished property.

(1) The Laboratory may, by written notice, (i) decrease the Laboratory-furnished property provided or to be provided under this contract, or (ii) substitute other Laboratory-furnished property for the property to be provided by the Laboratory, or to be acquired by the Contractor for the Laboratory, under this contract. The Contractor shall promptly take such action as the Laboratory may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor’s written request to the Laboratory, the Laboratory shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Laboratory has agreed in the contract to make such property available for performing this contract and if the Contractor shows that:

(i) Contract shall not be liable for the loss or destruction of, or damage to, Laboratory property unless such loss, destruction, or damage was caused by any of the following:

(A) Willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel;

(B) Failure of the Contractor’s managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Laboratory Procurement Official to safeguard such property in accordance with paragraph (e) of this clause;

(C) Failure of Contractor managerial personnel to establish, administer, or maintain an adequate accounting system, in accordance with paragraph (e) of this clause, in the performance of the work covered by this contract.

(ii) If, after an initial review of the facts, the Laboratory Procurement Official informs the Contractor that there is reason to believe that the loss, destruction of, or damage to the Laboratory property results from actions taken by the Contractor in bad faith, the Contractor shall be liable for the full market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If the Laboratory Procurement Official determines in writing that the Laboratory property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(iii) For destroyed or lost property, the Contractor shall be liable for the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If the Laboratory Procurement Official determines in writing that the Laboratory property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The Contractor shall be liable for the full market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If the Contractor requests in writing a determination of the value of such property, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(b) Exceptions.

(1) Steps to be taken in emergency, damage, destruction, and loss involving property owned by the Contractor, or any item of property not owned by the Contractor, shall be determined in accordance with procedures established by the Contractor to cover such contingencies.

(2) The Contractor shall make such disposition of laboratory property, foreign construction material, and other property at any foreign construction project as he determines to be in the best interest of the Laboratory, consistent with all relevant facts and circumstances.

(c) Title to property.

(1) Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Contractor. Title to Laboratory property, foreign construction material, and other property not owned by the Contractor, or any item of property not owned by the Contractor, shall be determined in accordance with procedures established by the Contractor to cover such contingencies.

(2) The Contractor shall make such disposition of all property which is the subject of this clause as he determines to be in the best interest of the Laboratory, consistent with all relevant facts and circumstances.

(d) Disposition.

(1) The Contractor shall make such disposition of Laboratory property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official may direct during the progress of the work or upon termination of this contract. The Contractor may, upon such terms and conditions as the Laboratory Procurement Official may direct, sublet or otherwise dispose of such property at a price agreed upon by the Laboratory Procurement Official and the Contractor.

(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control, and disposition of high risk property and classified materials throughout the life cycle of the property, and materials consistent with the policies, practices and procedures prescribed and maintained in the Federal Property Management Regulations (41 CFR Chapter 101), the Department of Energy Property Management Regulations (41 CFR Chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specialty chemical and/or prepared, and property, including property on the military critical technologies list.

(e) Risk of loss of laboratory property.

(1) The Contractor shall not be liable for the loss or destruction of, or damage to, Laboratory property unless such loss, destruction, or damage was caused by any of the following:

(A) Willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel;

(B) Failure of the Contractor’s managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Laboratory Procurement Official to safeguard such property in accordance with paragraph (e) of this clause;

(C) Failure of Contractor managerial personnel to establish, administer, or maintain an adequate accounting system, in accordance with paragraph (e) of this clause, in the performance of the work covered by this contract.

(2) In the event the Contractor is determined liable for the loss, destruction, or damage to laboratory property in accordance with paragraph (g)(1) of this clause, the Contractor’s compensation to the Laboratory shall be determined as follows:

(i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, the Contractor shall be liable for the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If the Laboratory property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.
56. SUSPENSION OF WORK (OCT 1999)

(a) The Laboratory may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work performed by the contractor during the suspension of the work and shall be entitled to extend the time for performance of the contract as a matter of right. The contractor may request a modification of the suspension, delay, or interruption, provided that the contractor gives written notice of the request within five days after the date of the service of the order on the contractor.

(b) The Laboratory shall have the right, but not the obligation, to suspend work, if it determines that the work may not be performed or cannot be performed due to circumstances beyond the control of the contractor, including, but not limited to, strikes, lockouts, civil disturbances, acts of God, or other similar causes, or if the contractor fails to perform its obligations under the contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the submission of the contractor to the Laboratory or (2) by the Laboratory’s failure to act within the time specified in this contract.

(d) The Laboratory shall have the right to extend the time for performance of the contract, provided that the extension is reasonable and necessary for the services to be performed.

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

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.222) may permit them to work in excess of the standard workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked in excess of the standard workweek.

(b) Violation; 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.

(c) Records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall, at no cost to the Contractor, prepare and maintain written records of the work performed.

(d) Records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall have written records of the work performed.

(e) Overtime compensation. The Contractor shall either pay the benefit as stated in the wage determination or shall pay another benefit that is equal to the wages paid to the laborers and mechanics.

58. DAVIS-BACON ACT (JULY 2005)

(a) Definition.— "Site of the work"—

(i) The primary site of the work. The physical place or places where the construction called for in the contract shall remain when work on it is completed.

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States;

(B) Established specifically for the performance of the contract or project;

(C) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile plants, factory buildings, subcontractor’s job sites, job headquarters, tool yards, and temporary facilities, that are not located on other than a "site of the work" as defined in paragraph (1) of this definition;

(D) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such fixed facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) Property Inventory.—

(i) Unless otherwise directed by the Laboratory Procurement Officer, the Contractor shall maintain a property inventory covering all items of laboratory property.

(ii) In the event that the contractor is succeeding another Contractor(s) in the performance of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the contractor immediately preceding the contractor and shall be entitled to participate in a joint reconciliation of the property inventory at the completion of this contract.

(iii) Approval of the Contractor’s property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (2)(ii) of this clause.

(c) The Laboratory will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of—

(1) Incorporation of the Department of Labor’s wage determination applicable to the exercise of the option to extend the term of the contract.

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law.

(3) Any increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.
60. WITHHOLDING OF FUNDS (FEB 1988)

The Laboratory shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or with any other Federal agency, any or all of the funds otherwise payable to the contractor for any period of time if the contractor shall fail to comply with the requirements of this clause, including all requirements as to fringe benefits, which are applicable to such period of time.

61. PAYROLLS AND BASIC RECORDS (JUNE 2010)

(a) Apprentices.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the contract period and for 3 years thereafter for all laborers or mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of earnings, including rates of compensation for overtime work, and all deductions from the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, or to maintain any payrolls or basic records, the contractor may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payments, advance, or guarantee of funds until such violations have ceased.

(b) Compliant with Davis-Bacon Act, Contract Work Hours and Safety Standards Act.

The contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

62. APPELLANTs AND TRAINEES (JULY 2005)

(a) Apprentices.

An apprentice will be permitted to work at less than the predeterminded rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program with the approval of the Department of Labor, Employment and Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency, (OATELS) or with a State Apprenticeship Agency,...
66. COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

67. DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 for procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures. Disputes within the meaning of this clause include disputes concerning wages, hours of work, work loading or scheduling, working conditions, and in all facilities where the contractor's employees are assigned to work. The contractor, if possible, will assign two or more women to each construction project. The contractor will ensure the enforcement, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a work environment, with specific attention to minority or female individuals working at these sites or facilities.

68. CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or entity who has an interest in the contractor or any of its subcontractors in a person or firm debarred from participation in work under the contract.

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001.

69. APPROVAL OF WAGE RATES (OCT 1999)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under the contract shall be submitted for approval in writing by the head of the contracting activity. The contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

70. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions

(1) “Covered area,” as used in this clause, means the geographical area described in the solicitation for this contract.

(2) “Director,” as used in this clause, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.

(3) “Employer identification number,” as used in this clause, means the Federal Social Security number used on the employer’s quarterly federal tax return, U.S. Treasury Department Form 941.

(4) “Minority,” as used in this clause, means –

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership or participation or community identification);

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race).

(b) If the contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract shall include this clause and the procedures set forth in this clause.

(c) The contractor is participating in a Hmong Plan (40 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affiliated organizations or in the plan and including goals) comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each contractor or subcontractor participating in the plan are required to comply with the regulations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan for each trade in which it has employees. The overall good-faith performance by other contractors or subcontractor toward a goal in an approved plan does not excuse any contractor’s or subcontractor’s failure to make good-faith efforts to achieve the plan’s goals.

(d) The contractor shall implement affirmative action programs in accordance with paragraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it apply the goals established for the geographical area where that work is actually performed. The contractor is expected to make good-faith efforts to implement progress towards the plan’s goal.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by union with the contractor that has a collective bargaining agreement, to refer minorities or women to work the contractor’s employees, affect the contractor’s obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In contracts for nonworkload hiring. Apprentices and trainees are to be counted in meeting the goals, apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices approved. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The contractor shall take affirmative action to ensure equal employment opportunity.

(1) The evaluation of the contractor’s compliance with this clause shall be based upon its efforts to achieve maximum results from its actions. The contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(a) Ensure the contractor’s workforce is free of discrimination and coercion at all sites and in all facilities where the contractor’s employees are assigned to work. The contractor, if possible, will assign two or more women to each construction project. The contractor shall ensure the enforcement, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor’s obligation to maintain such a work environment, with specific attention to minority or female individuals working at these sites or facilities.

(b) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization’s responses.

(2) Ensure the contractor assigns a current file of minority and female records, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with each referral, including the names of the apparent minority or female applicant or candidate, the union hiring hall for referral, and not referred back to the contractor by the union or, if referred back, not employed by the contractor, this shall be documented in the file, along with whatever additional actions the contractor may have taken.

(h) Review the contractor’s current plan to meet the contractor’s obligations to minority and female employees.

(i) Direct recruitment efforts, both oral and written, to minority, female, and community organizations. Welcoming minority and female applicants and trainees, and to minority and female applicants and trainees. Promote recruitment and training organizations serving the contractor’s recruitment area and employment opportunities. Provide minority and female employees and family members, both minority and nonminority, and minority youth both on the site in existence of the contractor's workforce.

(j) Monitor all tests and other selection requirements where required under 41 CFR 60-3.

(k) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the contractor’s obligations under the contractor’s workforce.

(l) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(m) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractors and suppliers, and ensuring that all qualified bidders are available.

(n) Conduct, at least annually, of all supervisors’ adherence to and performance under the contractor’s equal employment policy and affirmative action obligations.

(o) The contractor is encouraged to participate in voluntary associations that may assist in fulfilling minority and female objectives.

(p) The contractor shall not enter into any subcontract with any person or firm debarred from participation in work under the contract.

(q) The contractor shall not use goals or affirmative action standards to discriminate against any employee or applicant for employment.

(r) The contractor shall not enter into any subcontract with any person or firm debarred from participation in work under the contract.

(s) The contractor shall not use goals or affirmative action standards to discriminate against any employee or applicant for employment.

(t) The contractor shall not enter into any subcontract with any person or firm debarred from participation in work under the contract.

(u) The contractor shall not use goals or affirmative action standards to discriminate against any employee or applicant for employment.

(v) The contractor shall not enter into any subcontract with any person or firm debarred from participation in work under the contract.

(w) The contractor shall not use goals or affirmative action standards to discriminate against any employee or applicant for employment.

(x) The contractor shall not enter into any subcontract with any person or firm debarred from participation in work under the contract.

(y) The contractor shall not use goals or affirmative action standards to discriminate against any employee or applicant for employment.

(z) The contractor shall not enter into any subcontract with any person or firm debarred from participation in work under the contract.
71. FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

(1) "After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was not contemplated or included in the contract price because of whose imposition or increased imposition during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) "After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear because of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price shall be increased by the amount of any after-imposed Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(d) The contract price shall be increased by the amount of any after-relieved Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(e) Nothing contained herein shall be construed as a limitation upon the application of other laws that provide different standards of treatment for Federal contractors between the Government and other areas or entities, such as those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

72. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part of this contract prior to the Contract date for the convenience of the Government. Notice of termination, in the form of a written notice by the Contracting Officer, shall be delivered to the Contractor under the following circumstances:

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other materials or property of the types referred to in paragraph (b)(6) of this clause; and

(b) The contract price does not include all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(d) The contract price shall be increased by the amount of any after-relieved Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(e) The fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable because of the termination of work, the Contracting Officer shall allow no profit under this subcontract in calculating the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable in the termination settlement proposal.

(f) The Contractor shall submit a proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the amount finally determined to be due to the Contractor has been included in the contract price, any settlement proposal submitted on after 1 year or any extension, if the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor and shall make any payment thereof to the Contractor within 45 days from the date of submission of the proposal.

(g) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree under circumstances where it is not practical or in the best interests of the Government to settle this claim because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(h) The contract price for completed supplies or services accepted by the Government (or sold or acquired after the date of this contract) shall be reduced during the contract period, on the transactions or property covered by this contract, unless the reduction is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(i) The fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable because of the termination of work, the Contracting Officer shall allow no profit under this subcontract in calculating the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable in the termination settlement proposal.

(j) The Contractor shall submit a proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the amount finally determined to be due to the Contractor has been included in the contract price, any settlement proposal submitted on after 1 year or any extension, if the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor and shall make any payment thereof to the Contractor within 45 days from the date of submission of the proposal.

(k) The contract price for completed supplies or services accepted by the Government (or sold or acquired after the date of this contract) shall be reduced during the contract period, on the transactions or property covered by this contract, unless the reduction is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(l) The fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable because of the termination of work, the Contracting Officer shall allow no profit under this subcontract in calculating the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable in the termination settlement proposal.

(m) The contract price for completed supplies or services accepted by the Government (or sold or acquired after the date of this contract) shall be reduced during the contract period, on the transactions or property covered by this contract, unless the reduction is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(n) The fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable because of the termination of work, the Contracting Officer shall allow no profit under this subcontract in calculating the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable in the termination settlement proposal.

(o) The contract price does not include all applicable Federal, State, and local taxes and duties.

(p) The contract price shall be increased by the amount of any after-imposed Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(q) The contract price shall be increased by the amount of any after-relieved Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(r) The contract price does not include all applicable Federal, State, and local taxes and duties.

(s) The contract price shall be increased by the amount of any after-imposed Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(t) The contract price shall be increased by the amount of any after-relieved Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(u) The contract price does not include all applicable Federal, State, and local taxes and duties.

(v) The contract price shall be increased by the amount of any after-imposed Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(w) The contract price shall be increased by the amount of any after-relieved Federal tax, on the transactions or property covered by this contract, unless the increase is not required to be included in the contract price because of the termination amount. The amount may include a reasonable allowance for profit on work done.

(x) The fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable because of the termination of work, the Contracting Officer shall allow no profit under this subcontract in calculating the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable in the termination settlement proposal.

(y) The fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable because of the termination of work, the Contracting Officer shall allow no profit under this subcontract in calculating the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable in the termination settlement proposal.

(z) The fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable because of the termination of work, the Contracting Officer shall allow no profit under this subcontract in calculating the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become unrecoverable in the termination settlement proposal.
subdivision (g)(1)(i) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including—
   (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
   (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and
   (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

Alternate II (Sept 1996). If the contract is with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, and the Government requires that the contractor pay interest on excess partial payments is inappropriate, delete paragraph (m)(2) of the basic clause.

Alternate III (Sept 1996). If the contract is for construction and with an agency of the U.S. Government or with State, local or foreign governments or their agencies, substitute the following paragraph (g) for paragraph (g) of the basic clause. Paragraph (m)(2) may be deleted from the basic clause if the Contracting Officer determines that the requirement to pay interest on excess partial payments is inappropriate.

   (g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid, and Contracting Officer and Contractor determine that the amounts determined as follows, but without duplication of any agreements agreed upon under paragraph (f) of this clause:

   (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of—
      (i) The cost of this work;
      (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and
      (iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (ii) and shall reduce the settlement to reflect the indicated rate of loss.

   (2) The reasonable costs of settlement of the work terminated, including—
      (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
      (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
      (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

   (3) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Contractor.

   (4) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not included in subdivision (h)(1)(i), (ii), or (iii) of this clause, and shall reduce the settlement to reflect the indicated rate of loss.

   (5) The amount of any increases in cost caused by unforeseeable causes beyond the control and without the fault or negligence of the contractor.

   (6) The amount of any items that are properly chargeable to the terminated portion of the contract and are withhold.

   (7) Any or all of such settlements); and

   (8) The rights and remedies of the Contractor, in this clause are in addition to any other rights and remedies provided by law or under this contract.

74. ANTI-KICKBACK PROCEDES (OCT 1999)

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

(a) Definitions.

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

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

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

(4) "Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

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

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

(7) "Subcontractor," as used in this clause, means a person who has entered into a subcontract with the prime Contractor, who offers to furnish or delivers any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or delivers general supplies to the prime Contractor or a higher-tier Subcontractor.

(8) "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a Subcontractor.

(b) The Anti-Kickback Act of 1866 (41 U.S.C. 51-58) (the Act), prohibits any person from—

(1) Providing or offering, or agreeing to provide, or attempting to provide, kickbacks;

(2) Soliciting, accepting, or attempting to accept any kickback;

(3) Including, directly or indirectly, any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a Subcontractor to a prime Contractor;

(4) Making any kickback to obtain any advantage under a prime contract or a subcontract; and

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

(c) (1) 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.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in writing, the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

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

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the prime Contractor withhold any monies due under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(i) of this clause be paid over to the Government unless the Government, or a political subdivision thereof, has already offset those monies under subdivision (c)(4)(i) of this Clause. In either case, the prime Contractor shall notify the Contracting Officer when the monies are withheld.
75. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008) – APPLICABLE TO CONTRACTS WHICH EXCEED $500,000

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any substitute, replacement or additional items if any prohibition, Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC’s regulations at 31 CFR chapters V and VII, or on OFAC’s webpage at http://www.treas.gov/office/enforcement/ofac, transactions involving Cuba, Iran, and Sudan are prohibited, as are imports from Burma or North Korea, into the United States or its outlying areas, unless there are licenses subject to economic sanctions in accordance with OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/office/enforcement/ofac/sdn. More information about these restrictions, as well as the licenses, is available in OFAC’s regulations at 31 CFR chapter V and on OFAC’s website at http://www.treas.gov/office/enforcement/ofac.

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

76. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2008) – APPLICABLE TO CONTRACTS WHICH EXCEED $500,000

(a) Except as provided in (b) of this clause, 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.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

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

77. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of “DOE Contractor Employee Protection Program” at 10 CFR part 708 for work performed on behalf of DOE directly related to activities involving the handling of classified information or 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 (b), in all subcontracts, for work performed on site or involving work performed off-site on behalf of DOE directly related to activities at DOE-owned or -leased sites.

78. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

(1) Threats of serious harm or to physical restraint against any person;
(2) 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; and
(3) The abuse or threatened abuse of the legal process.

(b) Contracting Officer may take action.

(c) Contractor requirements. The Contractor shall—

(1) Obtain from employees—
   (i) The United States Government’s zero tolerance policy described in paragraphs (a) and (b) of this clause; and
   (ii) The policies and procedures that address the policies in paragraphs (a) and (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately—

(1) Any information it receives from any source (including host country law enforcement) that alleges a contractor employee or subcontractor employee has engaged in conduct that violates this policy; and
(2) Any actions taken against contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Contractor, 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) Withholding or suspending payment; or
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determines the Contractor non-compliant.

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office of Monitor and Combat Trafficking in Persons at http://www.state.gov/.

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

This clause applies to all contracts that exceed $500,000.

(a) Definitions. As used in this clause—

(1) Agency: means “executive agency” as defined in Federal Acquisition Regulation (FAR) 2.101.
(2) Covered Federal action: means any of the following actions:
   (i) Awarding any Federal contract,
   (ii) Making any Federal grant,
   (iii) Making any Federal loan,
   (iv) Entering into any cooperative agreement,
   (v) Extending, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from accepting any provision of payment to influence the awarding, performance, or administration of any covered Federal action.

(c) Forfeiture. If a recipient of a Federal contract, grant, loan, or cooperative agreement makes any payment to influence the awarding, performance, or administration of any covered Federal action, the recipient is subject to a civil penalty of up to $10,000,000, in addition to any other legal or equitable remedies available under Federal law.

(d) Exceptions. The prohibition in paragraph (b) of this clause does not apply to payments made to influence any Federal action.

(1) Agency and legislative liaison by Contractor employees. (i) Payment of reasonable compensation made to an officer or employee of the Contractor to perform agency and legislative liaison activities that are not directly related to this contract.

(2) Information that is related to a specific solicitation for any covered Federal action, but that concern—

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(A) The qualifications and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and the conditions or terms of the contract. 

(B) The application or adaptation of the person's products or services for an extension, renewal, amendment, or modification of a covered Federal action if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for making presentations imposed by or pursuant to law as a condition for receiving that Federal action. 

(c) If the contractor does not submit OMB Standard Form LLL disclosure pursuant to paragraph (b) of this clause, the contractor shall be subject to civil penalties as provided by 31 U.S.C. 1321. A violation of a civil penalty does not prevent the Government from seeking any other remedy that may be available.

(d) Contractors.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a covered Federal action. The declaration includes those required by law or regulation and any other requirements in the actual award documents.

(2) Only those communications or services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure if filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided by 31 U.S.C. 1321.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowable. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Contracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a covered Federal action. The declaration includes those required by law or regulation and any other requirements in the actual award documents.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor, the declaration shall be subject to civil penalties as provided by 31 U.S.C. 1321. A violation of a civil penalty does not prevent the Government from seeking any other remedy that may be available.

(3) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(h) Cost allowable. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(i) Contracts.

(1) A Contract shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a covered Federal action. The declaration includes those required by law or regulation and any other requirements in the actual award documents.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor, the declaration shall be subject to civil penalties as provided by 31 U.S.C. 1321. A violation of a civil penalty does not prevent the Government from seeking any other remedy that may be available.

(3) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(i) Cost allowable. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(j) Contracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a covered Federal action. The declaration includes those required by law or regulation and any other requirements in the actual award documents.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor, the declaration shall be subject to civil penalties as provided by 31 U.S.C. 1321. A violation of a civil penalty does not prevent the Government from seeking any other remedy that may be available.

(3) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

81. LABORATORY SITE ACCESS AND/OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)

Site Access.

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either visitor (on site for 30 days or less) or assigned to a laboratory for a minimum of 1 year. A certificate must be assigned for 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 or sensitive visit). For assignments (more than 30 days) involving a foreign national from a “Sensitive Country” and/or account access in any area of the Laboratory or access to a sensitive subject, the request must be approved by the Contracting Officer to either conduct an audit of the subcontractor’s costs or arrange for Government or otherwise disposed of by the Contractor either as the Contracting Officer may determine the amount payable to the subcontractor.

82. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether transferred through an intermediary or otherwise. The contractor agrees to provide any export control information (data) provided to a foreign national verbally, by mail, by facsimile, through visits or workshops, or by any other means required by the Government. It is the contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply fully with all applicable control and licensing regulations. The contractor agrees to export directly or indirectly any technology, software or material provided by the Laboratory. The contractor shall be solely liable for any violation of export laws or regulations. The contractor agrees to cooperate with the laboratory if requested by the U.S. Department of Energy, Argonne National Laboratory, LLC, or the Laboratory harmless from any liability that may arise for any such violation.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempted from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls.

All export-controlled data, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries while you are visiting those countries (in accordance with the export regulations of the country you are in). You are also required to obtain an export license prior to export.

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, the following regulations and guidelines must be followed:

Patent applications

If the technical, technology, or commodity does not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export. The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether transferred through an intermediary or otherwise. The contractor agrees to provide any export control information (data) provided to a foreign national verbally, by mail, by facsimile, through visits or workshops, or by any other means required by the Government. It is the contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply fully with all applicable control and licensing regulations. The contractor agrees to export directly or indirectly any technology, software or material provided by the Laboratory. The contractor shall be solely liable for any violation of export laws or regulations. The contractor agrees to cooperate with the laboratory if requested by the U.S. Department of Energy, Argonne National Laboratory, LLC, or the Laboratory harmless from any liability that may arise for any such violation.

84. VEHICLE LIABILITY INSURANCE COVERAGE (MAY 2001)

In the event a Government or Laboratory vehicle (Laboratory-rented vehicle) will be utilized by the contractor during the course of work under this contract, contractor agrees to obtain and maintain commercial insurance, subject to the limits specified in this clause, written by an insurance company acceptable to the DOE, to protect the contractor’s property and the DOE as follows:

Hereunder, Except as otherwise provided in this contract, including provisions of Clause 970.5204-3, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract shall be subject to inspection and audit by the DOE for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

e. Inspections. The Contracting Officer may conduct an audit of the Contractor’s contracts and other financial reports, and financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may deem necessary. The DOE shall have the right to inspect the contracts and work of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

f. Subcontracts. The Contractor shall require its subcontractors to make the provisions similar to those in paragraphs (a) through (d) and paragraph (h) of this clause in all subcontracts (whether fixed-price or unit-price) where the subcontracts are for direct payments or for work entered into hereunder where, under the terms of the subcontract, costs involved are a factor in determining the amount payable to the subcontractor.

1. The Comptroller General of the United States, or an authorized representative, shall have access to the records maintained by the Contractor or subcontractor for the purposes of this section. The Comptroller General or such authorized representative may conduct such an inspection in any location where the records are kept. The Comptroller General or such authorized representative may conduct such an inspection at the contractor’s or subcontractor’s place of business or pursuant to a written request for access to the records.

3. Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.
85. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
(AUG 2011)

(a) Definitions. As used in this clause—

“Driving”—

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

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

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

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

(c) The Contractor is encouraged to—

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

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

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

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

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

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

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

86. INTEGRATION CLAUSE (MAY 2001)

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

87. 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.

88. SUSPECT COUNTERFEIT PARTS (DEC 2007)

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

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

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

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Headmarkings are usually raised – sometimes indented.

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

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

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

Policy:

U.S. Department of Energy (DOE) contractor employees shall be provided with safe and healthful working conditions in accordance with the standards prescribed pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974, and the Department of Energy Reorganization Act of 1977, and with those promulgated under the Occupational Safety and Health Act of 1970, Public Law 91-596. Please refer to DOE O 440.1A for details.

DOE Contractors:

DOE has determined that Argonne National Laboratory is subject to DOE Acquisition Regulation (DEAR), Subpart 970.23, and, therefore, required to comply with applicable DOE-prescribed Occupational Safety and Health Administration (OSHA) standards listed therein. This Order and the standards are available for employee review at Argonne Site Office Building 201.

As delineated in DOE Order 440.1A, Attachment 2, Contractor Requirements Document, the DOE contractor is required to:

1. Implement a written worker protection program that provides a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to employees.
2. Establish written policy, goals, and objectives for the worker protection program.
3. Use qualified worker protection staff to direct and manage the worker protection program.
5. Encourage employee involvement in the development of program goals, objectives and performance measures and in the identification and control of hazards in the workplace.
6. Inform workers of their rights and responsibilities by appropriate means, including posting this poster in the workplace where it is accessible to all workers.
7. Identify existing and potential workplace hazards and evaluate the risk of associated worker injury or illness.
8. Implement a hazard prevention/abatement process to ensure that all identified hazards are managed through final abatement or control. For existing hazards identified in the workplace, abatement actions prioritized according to risk to the worker shall be promptly implemented pending final abatement and workers shall be protected immediately from imminent danger conditions.
9. Provide workers, supervisors, managers, visitors and worker protection professionals with worker protection training.
10. Ensure that subcontractors performing work on DOE-owned or -leased facilities comply with these requirements and the contractor’s own site worker protection standards (where applicable).

Contractors are also required to comply with the Federal regulations and national standards listed in section 12 of Attachment 2 to DOE O 440.1A. In addition, DOE O 440.1A contains requirements for the following specific functional areas: construction safety, fire protection, firearms safety, explosives safety, industrial hygiene, occupational medical, pressure safety, motor vehicle safety, and suspect and counterterrorism controls. Please refer to DOE O 440.1A for details.

Employees:

DOE contractor employees have the right to:

1. accompany DOE worker protection personnel during workplace inspections;
2. participate in the activities provided for in DOE O 440.1A, Attachment 2, an official time;
3. express concerns related to worker protection;
4. decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an increased risk of death or serious bodily harm to that individual, coupled with a reasonable belief that there is insufficient time to seek effective redress through the normal hazard reporting and abatement procedures established in accordance with the requirements herein;
5. have access to DOE worker protection publications, DOE-prescribed standards, and the organizations’ own worker protection standards or procedures applicable to the workplace;
6. observe monitoring or measuring of hazardous agents and have access to the results of exposure monitoring;
7. be notified when monitoring results indicate they were overexposed to hazardous materials; and
8. receive results of inspections and accident investigations upon request.

Inspections:

All activities under this contract are subject to inspection by DOE. When an inspection under DOE O 440.1A is conducted, a contractor management representative and a representative authorized by the employees will be given an opportunity to accompany the DOE inspector.

Where there is no representative authorized by the employees, the DOE inspector will consult with a reasonable number of employees concerning safety and health conditions in the workplace.

Concerns:

Employees or former employees may file a concern with the contractor management or with the local DOE office, as described in DOE O 442.1A. Concerns may be submitted either verbally or in writing to the local DOE or facility employee concerns hotline, telephone 1-800-701-9966, or in writing. An example report form is available adjacent to each hotline poster, or one may be obtained from the Employee Concerns Manager at the local DOE office.

Imminent Danger:

DOE Contractors are required to implement procedures to allow workers, through their supervisors, to stop work when they discover employee exposures to imminent danger conditions or other serious hazards. The procedure shall ensure that any stop work authority is exercised in a justifiable and reasonable manner.

Nondiscrimination:

No contractor shall discriminate in any manner discriminate against any employee by virtue of the filing of a complaint, or in any other fashion, exercising on behalf of himself or herself or others any action set forth in DOE O 440.1A or DOE O 442.1A.

It is the policy of DOE that employees of contractors at DOE facilities should be able to provide information to DOE, to Congress, or to their contractors concerning violations of law, danger to health and safety or matters involving management, gross waste of funds, or abuse of authority, to participate in proceedings conducted before Congress or pursuant to this part, and to refuse to engage in illegal or dangerous activities without fear of employer retribution. Contractor employees who believe that they have been subjected to such reprisal may submit their complaints to DOE for review and appropriate administrative remedies as provided in 10 CFR Part 209.

Inquiries:

Inquiries should be addressed to the contractor; however, additional inquiries may be addressed to the local DOE office:

Chicago Office
(DOE Office)

Attn: Employee Concerns Manager
9800 S. Cass Avenue
(Lemont, IL 60439)

(Office, State and Zip Code)

Posting Requirements:

Copies of this notice must be posted in a sufficient number of places in Government-owned plants and facilities operated by DOE contractors subject to DOE Acquisition Regulation (DEAR), Subpart 970.23 and DOE O 440.1A, to permit employees working in or frequenting any portion of the plant to observe a copy on the way to or from their workplace.