### APPENDIX A

**ARGONNE TERMS AND CONDITIONS**

(For Fixed-Price Construction Contracts)

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1. NOTICE TO PROCEED (OCT 1999)
This contract is designated as high risk. The contractor shall not commence work under this contract unless and until the contractor receives a notice to proceed issued by the Procurement Representative.

2. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1999)
(a) Applicability. This clause applies to all contracts (except for commercial items) in excess of $500,000.

(b) Definition. "Bona fide employee," as used in this clause, means a person, employed by a contractor and in a position of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts or subcontracts for commercial items pursuant to 41 U.S.C. 403 expected to exceed $500,000.

(c) The Contractor shall not discriminate against any employee or applicant for employment because of 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) Layoff or recall; and
(vii) Rates of pay or other forms of compensation; and service in connection with training, including apprenticeship.

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

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall comply with Executive Order 11246, as amended by 41 CFR 60-1.5.

5. EMPLOYMENT REPORTS VETERANS (SEPT 2010)
(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, participated in a United States military operation involving armed conflict with an foreign nation, friendly or hostile, while serving as a member of the armed forces.

(b) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by rules, regulations, or orders of the Secretary of Labor, or as the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) determines.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Equal Opportunity for Veterans", and post copies of the report in conspicuous places available to employees and applicants for employment.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-11.

6. EQUAL OPPORTUNITY FOR 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, "Executive and senior management" means—

(i) Compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government, inclusive of board, lodging or other facilities; or less if authorized by law); or

(ii) Compensation paid on a percentage basis of salary or other executive and senior management employment.

(iii)  Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has executive and senior management authority and responsibility.

"Disabled veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation involving armed conflict with an foreign nation, friendly or hostile, while serving as a member of the armed forces; and

(i) Was one of the first four years of peacetime service after June 30, 1950; or

(ii) Has a service-connected disability rated at 10 percent or more; or

(iii) Has service-connected disability rated at 10 percent or more who was separated under any Honorable or General (or any similar) discharge.

"Executive and senior management" means—

(i) Compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government, inclusive of board, lodging or other facilities; or less if authorized by law); or

(ii) Compensation paid on a percentage basis of salary or other executive and senior management employment.

(iii)  Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has executive and senior management authority and responsibility.

"Disabled veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation involving armed conflict with an foreign nation, friendly or hostile, while serving as a member of the armed forces; and

(i) Was one of the first four years of peacetime service after June 30, 1950; or

(ii) Has a service-connected disability rated at 10 percent or more; or

(iii) Has service-connected disability rated at 10 percent or more who was separated under any Honorable or General (or any similar) discharge.

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(ii) Compensation paid on a percentage basis of salary or other executive and senior management employment.

(iii)  Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has executive and senior management authority and responsibility.

"Disabled veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation involving armed conflict with an foreign nation, friendly or hostile, while serving as a member of the armed forces; and

(i) Was one of the first four years of peacetime service after June 30, 1950; or

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(i) Was one of the first four years of peacetime service after June 30, 1950; or

(ii) Has a service-connected disability rated at 10 percent or more; or

(iii) Has service-connected disability rated at 10 percent or more who was separated under any Honorable or General (or any similar) discharge.
“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 Secretary 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 affiliated company), but which may include any openings the Contractor proposes to fill from regularly established “recall” lists. The expression “does not apply to” a particular opening once an employer decides to consider applicants outside of its organization.

“Disabled veteran” means a disabled veteran who has the ability to perform the essential functions of the employment position with or without reasonable accommodation. A “veteran” means a person who, during the period in which the Act was in effect, served in the armed forces of the United States or any service in the inter-American area, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Secretary of Defense. “Recently separated veteran” means any veteran during the three-year-period beginning on the date that the veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.

(b) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment, advertising, and job application procedures.
(ii) Hiring, upgrading, promotion, pay rates, tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
(iii) Rate of pay or any other form of compensation and changes in compensation.
(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
(v) Leaves of absence, sick leave, or any other leave.
(vi) Finge benefits available by virtue of employment, whether or not administered by the Contractor.
(vii) Selection and financial support for training, including apprenticeship, on- and off-the-job training under 38 U.S.C. 3677, professional meetings, conferences, and other related activities, and the pursuit of training and education.
(viii) Activities supported by the Contractor including social or recreational programs.
(ix) Any other term, condition, or privilege of employment that is otherwise readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(c) The Contractor shall notify employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on its Web site http://www.dol.gov/oflms/regs/compliance/DOL-EEO.htm, and is provided for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department of Labor’s Web site which contains the full text of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively With Their Employers.”

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

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Federal Office of Contract Compliance Programs;
(2) Provided by the Federal contracting agency if requested;
(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/oflms/regs/compliance/DOL-EEO.htm; or
(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

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

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

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended for a period of up to one year.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract and purchase order, in each contract for a contract of $100,000 or more to have an affirmative action program for veterans, and where notices to employees are customarily posted both physically and electronically.

(2) Does not perform any substantial duties applicable to the contract.

(3) Terminal, right of return from layoff and rehiring.

(4) Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor, including action for noncompliance.

(5) The notice prescribed at 22.1803 part 471, which implements Executive Order 13496 or as otherwise provided by law.

(6) The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment, advertising, and job application procedures.
(ii) Hiring, upgrading, promotion, pay rates, tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
(iii) Rate of pay or any other form of compensation and changes in compensation.
(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
(v) Leaves of absence, sick leave, or any other leave.
(vi) Finge benefits available by virtue of employment, whether or not administered by the Contractor.
(vii) Selection and financial support for training, including apprenticeship, on- and off-the-job training under 38 U.S.C. 3677, professional meetings, conferences, and other related activities, and the pursuit of training and education.
(viii) Activities supported by the Contractor including social or recreational programs.
(ix) Any other term, condition, or privilege of employment that is otherwise readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(f) Subcontracts: The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more to have an affirmative action program for veterans, and where notices to employees are customarily posted both physically and electronically.

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(i) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more to have an affirmative action program for veterans, and where notices to employees are customarily posted both physically and electronically.
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

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

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap.

(2) The Contractor shall be responsible for adopting and implementing affirmative action plans to achieve a level of employment, in all its establishments, of individuals with disabilities that is commensurate with the ratio of the number of individuals with disabilities in the United States.

(b) Posting.

(1) The Contractor agrees to post employment notices stating -- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled individuals; (ii) the right of applicants and employees with disabilities to file complaints with the Secretary; and (iii) the right of employees to file grievances with the Secretary.

(2) The Contractor shall post such notices in conspicuous places at each of its places of business where applications for employment are taken, at each of its places of business where employees are employed, and at each of its places of public accommodation.

(c) Noncompliance.

If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and orders of the Secretary issued pursuant to the Act.

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


b. The Contractor shall establish and maintain, in connection with performance under this contract, an identity verification system. 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.
4. The Laboratory Procurement Official may deny final payment under a contract if the Contractor fails to comply with these requirements.

d. The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts where the subcontractor’s employees are required to have personal identity verification 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.

f. Definition of National Security Information. The term “National Security Information” means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which information is identified by the National Security Council as requiring protection against unauthorized disclosure.

g. Definition of Restricted Data. The term “Restricted Data” means data that are classified as Restricted Data as defined in Executive Order 12958, Classified National Security Information, as amended, and have been determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information.

h. Definition of Formerly Restricted Data. The term “Formerly Restricted Data” means information removed from the Restricted Data category based on a joint determination by DOE or its contractors that the information qualifies for the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special periodic review shall not begin until the completion of the retention period.

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

j. Definition of Classified Information. The term “Classified Information” means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which information is identified by the National Security Council as requiring protection against unauthorized disclosure.

k. Definition of National Security Information. The term “National Security Information” means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which information is identified by the National Security Council as requiring protection against unauthorized disclosure.

l. Definition of Restricted Data. The term “Restricted Data” means data that are classified as Restricted Data as defined in Executive Order 12958, Classified National Security Information, as amended, and have been determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information.

m. Definition of Formerly Restricted Data. The term “Formerly Restricted Data” means information removed from the Restricted Data category based on a joint determination by DOE or its contractors that the information qualifies for the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special periodic review shall not begin until the completion of the retention period.

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

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


b. The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance 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.
Security information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in a document 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.

(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 regulations and contract requirements. Access requirements apply to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(ii) The contractor shall conduct a thorough review, as defined at 48 CFR 904.401, of an unclassified applicant or unclassified employee, and to test the individual for illegal drugs, to select the individual for a position requiring a DOE access authorization.

(i) In collecting and using this information to make a determination as to whether it is appropriate to select an unclassified applicant or unclassified 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 (FCRA), the National Security Act (NSA), and the Privacy Act, the Insurance Portability and Accountability Act, and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-office employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to determine the presence of any illegal drug, as defined in 10 CFR Part 70.7. All positions requiring access authorizations are deemed tested designated position, as defined in 10 CFR Part 70.7. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of any illegal drug. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an applicant or unclassified employee receives an offer of employment for a position that requires a DOE access authorization, the contractor shall not place that individual in such a position prior to the individual’s receipt of a DOE access authorization.

(vi) A contractor, its agents, employees, or Subcontractors may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement of the contractor’s participation in a program that completes a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

Flow down to subcontracts. The Contracting Officer agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such Subcontractors to have an access authorization prior to submission of a completed SF 328, Certificate Pertaining to Foreign Interests, as required in DEAR 52.204-73, Facility Clearance, and obtain a foreign ownership, control, and influence determination and facility clearance, if required, of a subcontractor prior to award of a subcontract. A Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, a Subcontractor at any tier and the term “Contracting Officer” means DOE Subcontractor, and the term “Contractor” shall mean Subcontractor.

14. 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 data, facts, or knowledge, 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 Nuclear Regulatory Commission’s regulations at 10 CFR 715). 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 administrative classifiers which involve the classification or declassification guidance which reflects decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that all material that may contain classified information is reviewed by either a Federal Government or a contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed by classification/classification guidance, but whose sensitivity appears to warrant classification, the contractor of subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

15. 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 standards for attaining and maintaining air quality that meet the requirement of the Air Act. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, land, or site of operations, owned, leased, or supervised by a contractor or subcontractor, and used in the performance of a contract or subcontract. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, land, or site of operations, owned, leased, or supervised by a contractor or subcontractor, and used in the performance of a contract or subcontract.

(b) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by an Environmental Protection Agency or by a State under an approved State implementation plan, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment requirements as required by section 307 of the Water Act (33 U.S.C. 1322). "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by an Environmental Protection Agency or by a State under an approved State implementation plan, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment requirements as required by section 307 of the Water Act (33 U.S.C. 1322).

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

(1) 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 provisions of the Clean Air Act or Water Act.

(2) A facility, as used in this clause, means an entity, or any component or part thereof, that is subject to the regulations implementing the provisions of the Clean Air Act or Water Act.

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

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

(f) The contractor agrees --

(1) to comply with the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 306 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, enforcement, or notices, and other requirements specified in DEAR 52.204-71 and section 306 of the Air Act and the Water Act.

(2) to comply with any other requirements of the Water Act and the Air Act, as amended, and regulations issued under the Air Act or Water Act.

(3) to cooperate with the Environmental Protection Agency in locating a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when
16. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

(1) "Energy-efficient product"—

(i) Means a product that—

(A) Meets a standard for energy efficiency established under a law of the United States;

(B) Meets a performance standard established by a regional consensus standard-setting organization established under section 251 of the Energy Policy Act of 2005 (42 U.S.C. 8240a); or

(C) Meets a standard established by a foreign standard-setting or certification organization that is recognized by the Secretary of Energy;

(ii) Includes any related energy management system, end-use, or other device that is sold or marketed to or used by the consumer;

(2) "Energy Star®"—

(i) Means a product that—

(A) Meets a standard for energy efficiency established under a law of the United States;

(B) Meets a performance standard established by a regional consensus standard-setting organization established under section 251 of the Energy Policy Act of 2005 (42 U.S.C. 8240a); or

(C) Meets a standard established by a foreign standard-setting or certification organization that is recognized by the Secretary of Energy;

(ii) Includes any related energy management system, end-use, or other device that is sold or marketed to or used by the consumer;

(b) Requirement. 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. 11252(a) and (g)), and section 607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 11136). 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.

(c) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each item delivered in an ocean transportation contract. In the event that service by those carriers is available. It requires the Comptroller General of the United States to be notified of the fact that service by those carriers is available. 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.

(d) Information about these products is available for—

(1) ENERGY STAR® products or FEMP-designated products; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

(d) Exemption. The requirement in paragraph (b) of this clause does not apply to the Contractor (including any subcontractor)—

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

(2) The product does not include any energy consuming product of a system designed or procured for defense or combat-related missions (42 U.S.C. 8269b);

(3) If the Contractor has certified to an exemption in accordance with one or more of the criteria in section 313(c)(1) of EPCRA, or section 307 of the Energy Policy Act of 2005, or section 607 of the PPA, and the exemption is in accordance with these criteria, and the Contractor is in compliance with the provisions of EPCRA, 42 U.S.C. 6261, or the PPA, 42 U.S.C. 11136, and the Contractor is in compliance with these provisions.

(4) The Contractor, in performing work under this contract, shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property, to the extent such services are available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured abroad, a foreign air carrier if a U.S.-flag air carrier is available to provide such services.

(f) The contractor shall, in performing work under this contract, shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property, to the extent such services are available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard, a foreign air carrier if a U.S.-flag air carrier is available to provide such services.

7. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, 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) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(c) 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.

(d) 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.

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

(1) For competitive subcontracts expected to exceed $100,000 (including all options), the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

(1) The contractor shall submit a written notice of the contractor to which it was submitted.

(2) 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.

20. PREPARATION FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)

(a) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, 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) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(c) 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.

(d) 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.

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

(1) For competitive subcontracts expected to exceed $100,000 (including all options), the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

(1) The contractor shall submit a written notice of the contractor to which it was submitted.

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(b) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(c) 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.

(d) 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.

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(b) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(c) 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.

(d) 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.

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

(1) For competitive subcontracts expected to exceed $100,000 (including all options), the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

(1) The contractor shall submit a written notice of the contractor to which it was submitted.

(2) 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.

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(a) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, 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) Except as provided in paragraph (e) of this clause, the Contractor shall, in performing work under this contract, shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(c) 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.

(d) 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.

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

(1) For competitive subcontracts expected to exceed $100,000 (including all options), the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

(1) The contractor shall submit a written notice of the contractor to which it was submitted.

(2) 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.
21. APPLICABLE LAW (OCT 1999)

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

22. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This clause does not apply to small business concerns.

a. Definitions: As used 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 (43 U.S.C. 1651 et seq.) and which is considered a minority and economically disadvantaged concern under the definitions and criteria that apply in accordance with 43 U.S.C. 1651(e)(2).

"American Indian" means any person who is enrolled in any tribe, band, or community that is determined eligible to receive services from a Tribal organization, or is eligible for participation in the programs and services provided by any Tribal organization, regardless of whether a Tribal organization has been identified or established for such person.

"American Indian tribe" means any Indian tribe, band, or community, including Native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1603 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(e). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

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

"Electronic Subcontracting Reporting System" (eSRS) means the Government-wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1603 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(e). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

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

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

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

b. The offeror, upon request by the Laboratory Procurement Official, shall submit and negotiate 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 with a separate part for the prime contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract.

The subcontracting plan shall be negotiated within the time specified by the Laboratory Procurement Official. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible to submit the ISR and/or the SSR using eSRS.

c. 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.

2. Where one or more subcontractors are in the subcontractor tiers between the prime contractor and the ANCs, the offeror's subcontracting plan shall include the appropriate contractor(s) to assist the subcontractor with subcontracting with small business.

3. An identifier for the contractor's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs and receive a confirmation of receipt.

4. Assurance that the offeror will submit subcontracting data to the eSRS, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs and receive a confirmation of receipt.

5. Assurance that the offeror will submit the ISR to the eSRS and/or the SSR using eSRS.

6. Assurance that the offeror will submit small business subcontracting data to the eSRS, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs and receive a confirmation of receipt.

7. Assurance that the offeror will publicize the subcontracting goals for 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.

8. Assurance that the offeror will publicize the subcontracting goals for 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.

9. Assurance that the offeror will submit subcontracting data to the eSRS, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs and receive a confirmation of receipt.

10. Assurance that the offeror will submit small business subcontracting data to the eSRS, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs and receive a confirmation of receipt.

11. Assurance that the offeror will publicize the subcontracting goals for 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.

12. Assurance that the offeror will publicize the subcontracting goals for 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.

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15. Assurance that the offeror will publicize the subcontracting goals for 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.

16. Assurance that the offeror will publicize the subcontracting goals for 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.

17. Assurance that the offeror will publicize the subcontracting goals for 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.

18. Assurance that the offeror will publicize the subcontracting goals for 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.

19. Assurance that the offeror will publicize the subcontracting goals for 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.

20. Assurance that the offeror will publicize the subcontracting goals for 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.

21. Assurance that the offeror will publicize the subcontracting goals for 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.

22. Assurance that the offeror will publicize the subcontracting goals for 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.
F. Whether women-owned small business concerns were solicited and if not, why not; and
G. If applicable, the reason award was not made to a small business concern.

iv. Records of any outreach efforts to contact —
A. Trade associations;
B. Business development organizations;
C. Conferences and trade fairs that locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
D. Veterans service organizations.

v. Records of internal guidance and encouragement provided to buyers through —
A. Workshops, seminars, training, etc.; and
B. Monitoring performance to evaluate compliance with the program's requirements.

vi. 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. Contractors having commercial plans need not comply with this requirement.

In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

1. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
2. Provide adequate and timely consideration of the potentialities of small businesses, 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 businesses, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
4. Comply with this plan by subcontracting, if the subcontractor represents itself or is treated as a certified HUBZone small business concern.
5. The clause of this contract entitled "Utilization Of Small Business Concerns;" or
(a) The prime Contractor shall prepare and submit an individual subcontract plan, as required by this clause, for each subcontractor under its predominant NAICS Industry Subsector, unless the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a non-DOD subcontractor that has met or expects to meet the HUBZone small business concern or small disadvantaged business concern eligibility criteria of 13 CFR 124.1002.

23. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2012)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, subassemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due to small businesses, veteran-owned small businesses, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) Information required for the preparation of subcontracts to the contractor in order to be in the fullest extent consistent with efficient contract performance. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration, or its designee, that has information that may be necessary to determine the extent of the contractor's compliance with this clause.

(c) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration as a small business concern that is a "HUBZone small business concern" as defined in 13 CFR 124.1001(b), "Service-disabled veteran-owned small business concern" as defined in 13 CFR part 124, "Small disadvantaged business concern" as defined in 13 CFR 124.1001(b), "Women-owned small business concern" as defined in 13 CFR 124.1001(b), "Disadvantaged Business concern" as defined in 13 CFR 124.1001(b), "Service-disabled veteran-owned small business concern," "Small disadvantaged business concern," "Women-owned small business concern," "Disadvantaged Business concern," or "HUBZone small business concern" as those terms are defined in the Small Business Act and relevant regulations promulgated pursuant thereto. Small disadvantaged business concern means a small business concern that represents, as its principal business concern, a business that has stability and a profitable history in the Federal subcontracting program, and believes in good faith that it is owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern means a small business concern that is determined by the SBA to be owned and controlled by socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.
"Veteran-owned small business concern" means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined in § 19.701-1(j)); or
(2) The product of which is noncommercial in nature, and at least 51 percent of the stock of which is owned by one or more veterans; and

"Women-owned small business concern" means a small business concern—
(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Where management and daily business operations are controlled by one or more women.

The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor during the period covered by the report and containing all relevant information concerning the disputed matter.

The Contractor shall submit the subcontractor to submit certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4.

29. SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 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 15.403-4, and
(2) Be limited to such modifications.

The contractor shall be liable to and shall pay the United States at the time such overpayment is discovered or, if the contractor or subcontractor agrees to do so, at the time of any settlement negotiation on the amount determined appropriate by the Contracting Officer based upon the facts and circumstances.

The contractor shall prove that the contract price of a subcontract or subcontract modification was, in fact, not complete, accurate, and current as certified in the contractor's Certificate of Current Cost or Pricing Data.

The Contractor shall be liable to and shall pay the United States at the time such overpayment is discovered or, if the contractor or subcontractor agrees to do so, at the time of any settlement negotiation on the amount determined appropriate by the Contracting Officer based upon the facts and circumstances.

If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
(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 subcontractor's Certificate of Current Cost or Pricing Data; or
(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the change.

Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontractor or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontractor estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective certified cost or pricing data.

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 thus the price of the contract would not have been modified to be accurate, complete, and current certified cost or pricing data had been submitted.
(ii) The Contracting Officer had known that the certified cost or pricing data in issue was incomplete, inaccurate, or noncurrent.

27. REPORTS (OCT 1997)
The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor during the period covered by the report and containing all relevant information concerning the disputed matter.

All reports delivered to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

28. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408. Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the estimate) of FAR 15.408 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-3 that, to the best of its knowledge, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that is expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
(1) The substance of this clause; or
(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

30. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
(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 subcontractor's Certificate of Current Cost or Pricing Data; or
(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the change.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontractor or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontractor estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified to be accurate, complete, and current certified cost or pricing data had been submitted.
(ii) The Contracting Officer had known that the certified cost or pricing data in issue was incomplete, inaccurate, or noncurrent.

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified to be accurate, complete, and current certified cost or pricing data had been submitted.
(ii) The Contracting Officer had known that the certified cost or pricing data in issue was incomplete, inaccurate, or noncurrent.
31. PRICE REDUCTION FOR DEFECTIVE CERTIFICATED COST OR PRICING DATA—MODIFICATIONS

(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 26.603(a). Except that this clause does not apply to any modification if an exception under FAR 26.603(a) applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, is a cost reimbursable contract cost increased by any specific amount because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, or current as certified in the Contractor's 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, or (3) these parties furnished drawings, plans, specifications, or descriptions that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

Any reaction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus or minus, equal to the decrease in the contract price resulting from the use of parallel, or (1) the actual cost to the Contractor, or (2) the actual cost to the Contractor, if there was no subcontractor, less than the prospective subcontractor estimate submitted by the Contractor; provided, that the subcontracted contract price was not itself affected by defective certified cost or pricing data.

(c) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

Any reaction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus or minus, equal to the decrease in the contract price resulting from the use of parallel, or (1) the actual cost to the Contractor, or (2) the actual cost to the Contractor, if there was no subcontractor, less than the prospective subcontractor estimate submitted by the Contractor; provided, that the subcontracted contract price was not itself affected by defective certified cost or pricing data.

32. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

(a) The contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Laboratory access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be brought to the Contractor's attention as of the date of the contract as this clause is added to the contract. The specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the latter shall prevail; except that the Laboratory, who shall promptly make a determination in writing. Any adjustment by the contractor without such a determination shall be at its own risk and expense. The Laboratory shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Where the plans or specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Laboratory is intended and that the words "approved," "accepted," "satisfactory," or words of like import shall mean "approved," or "acceptable to," or "satisfactory to" the Laboratory, unless otherwise provided.

(c) Where "as shown," as indicated," as detailed," words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless otherwise provided. The word "provided," as used herein shall be understood to mean "provided complete in place," that is furnished and installed.

(d) Shop drawings means submissions the Laboratory by the contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and finish) of all details) of equipment, materials, or other items respecting the general and local conditions which can affect the work or its cost, including but not limited to (1) the nature and location of the work, and that it has investigated and satisfied itself as to the nature and location of the work, including all exploratory work done by the Laboratory, as well as from the drawings and specifications made a part of this contract. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the contractor from responsibility for estimating the proper cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Labor.

The Contractor assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Laboratory. Nor does the Laboratory assume responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Laboratory. Nor does the Contractor assume responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Laboratory. Nor does the Contractor assume responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Laboratory. Nor does the Contractor assume responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Laboratory. Nor does the Contractor assume responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Laboratory. 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37. SUPERINTENDENCE BY THE CONTRACTOR (OCT 1999)

At all times during performance of this contract and until the work is completed and accepted, the contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Laboratory and has authority to act for the contractor.

38. MATERIAL AND WORKMANSHIP (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 for in the contract. To the maximum extent practicable, the contractor shall use reconditioned or reconditioned products in the performance of this contract. The EPA Comprehensive Procurement Guideline identifies products that use recycled material pursuant to 40 CFR 4.47. The contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, and life of reconditioned mechanical and other equipment. When required by this contract or by the Laboratory, the contractor shall also obtain the material or articles that are new and not used in the performance of the contract. The contractor shall provide to the Laboratory a description of the material and other equipment that is reconditioned.

(b) The contractor furnishes satisfactory evidence that it has acquired title to such material 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, and life of reconditioned mechanical and other equipment. When required by this contract or by the Laboratory, the contractor shall also obtain the material or articles that are new and not used in the performance of the contract. The contractor shall provide to the Laboratory a description of the material and other equipment that is reconditioned.

(c) Laboratory inspections and tests are for the sole benefit of the Laboratory and do not establish whether the material and workmanship are suitable for the proposed construction.

(d) Contractors shall only submit for audit those bills of lading with freight shipment charges included. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(e) Material delivered to the contractor at locations other than the site may also be taken into consideration if --

(1) Material is delivered at a time when the site is not accessible to inspection.

(f) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.

(g) The contractor shall maintain an adequate inspection system and perform such inspections as the Laboratory deems necessary to demonstrate how the approved rate of progress will be regained.

(h) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.

39. PAYMENTS (FEB 2004)

(a) The Laboratory will pay the contractor the contract price as provided in this contract.

(b) The contractor shall promptly furnish satisfactory evidence that it has acquired title to such material 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, and life of reconditioned mechanical and other equipment. When required by this contract or by the Laboratory, the contractor shall also obtain the material or articles that are new and not used in the performance of the contract. The contractor shall provide to the Laboratory a description of the material and other equipment that is reconditioned.

(c) The contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, and life of reconditioned mechanical and other equipment. When required by this contract or by the Laboratory, the contractor shall also obtain the material or articles that are new and not used in the performance of the contract. The contractor shall provide to the Laboratory a description of the material and other equipment that is reconditioned.

(d) Laboratory inspections and tests are for the sole benefit of the Laboratory and do not establish whether the material and workmanship are suitable for the proposed construction.

(e) Contractors shall only submit for audit those bills of lading with freight shipment charges included. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(f) Material delivered to the contractor at locations other than the site may also be taken into consideration if --

(1) Material is delivered at a time when the site is not accessible to inspection.

(g) The contractor shall maintain an adequate inspection system and perform such inspections as the Laboratory deems necessary to demonstrate how the approved rate of progress will be regained.

(h) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.

39. MATERIAL AND WORKMANSHIP (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 for in the contract. To the maximum extent practicable, the contractor shall use reconditioned or reconditioned products in the performance of this contract. The EPA Comprehensive Procurement Guideline identifies products that use recycled material pursuant to 40 CFR 4.47. The contractor shall flow this requirement down to its lower tier subcontractors. In the event a contractor or subcontractor is unable to procure such products because the product is not available: (1) within a reasonable distance at a reasonable price; (2) within performance requirements, the contractor shall so advise the Laboratory Technical Representative. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The contractor may, at its option, use any equipment, material, article, or process, that in the judgment of the Laboratory, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(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, and life of reconditioned mechanical and other equipment. When required by this contract or by the Laboratory, the contractor shall also obtain the material or articles that are new and not used in the performance of the contract. The contractor shall provide to the Laboratory a description of the material and other equipment that is reconditioned.

(c) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.

(d) Material delivered to the contractor at locations other than the site may also be taken into consideration if --

(1) Material is delivered at a time when the site is not accessible to inspection.

(e) The contractor shall maintain an adequate inspection system and perform such inspections as the Laboratory deems necessary to demonstrate how the approved rate of progress will be regained.

(f) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.

(g) The contractor shall maintain an adequate inspection system and perform such inspections as the Laboratory deems necessary to demonstrate how the approved rate of progress will be regained.

(h) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.

39. MATERIAL AND WORKMANSHIP (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 for in the contract. To the maximum extent practicable, the contractor shall use reconditioned or reconditioned products in the performance of this contract. The EPA Comprehensive Procurement Guideline identifies products that use recycled material pursuant to 40 CFR 4.47. The contractor shall flow this requirement down to its lower tier subcontractors. In the event a contractor or subcontractor is unable to procure such products because the product is not available: (1) within a reasonable distance at a reasonable price; (2) within performance requirements, the contractor shall so advise the Laboratory Technical Representative. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The contractor may, at its option, use any equipment, material, article, or process, that in the judgment of the Laboratory, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(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, and life of reconditioned mechanical and other equipment. When required by this contract or by the Laboratory, the contractor shall also obtain the material or articles that are new and not used in the performance of the contract. The contractor shall provide to the Laboratory a description of the material and other equipment that is reconditioned.

(c) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.

(d) Material delivered to the contractor at locations other than the site may also be taken into consideration if --

(1) Material is delivered at a time when the site is not accessible to inspection.

(e) The contractor shall maintain an adequate inspection system and perform such inspections as the Laboratory deems necessary to demonstrate how the approved rate of progress will be regained.

(f) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The Laboraory shall provide the contractor with written notice of all inspections and tests that may be required of the work the Laboratory determines can be accepted separately. Acceptance shall be final upon doing so.
43. PERMITS AND RESPONSIBILITIES (OCT 1999)

The contractor shall, without additional expense to the Laboratory, be responsible for obtaining any necessary permits or licenses, and for compliance with all federal, state, and local codes, and regulations applicable to the performance of the work. The contractor shall also be responsible for providing the necessary information to and for all administrative, safety, health, and environmental processes resulting from its negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall also be responsible for all materials delivered and work performed and all temporary work, except for any completed unit of work which may have been accepted under the contract.

44. USE AND POSSESSION PRIOR TO COMPLETION (OCT 1999)

(a) The Laboratory shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Laboratory shall furnish the contractor a list of items of work remaining to be performed or corrected on the work. No work listed by the Laboratory may be removed from the job site. If the work is not completed by the time the Laboratory issues an order to the contractor to resume work, the contractor shall make the work good without prejudice to any other legal and contractual rights of the Laboratory.

(b) While the Laboratory has such possession or use, the contractor shall be relieved of the responsibility for the loss of or damage to, or in connection with, such work. The contractor shall assure that all its employees and its subcontractors, including Subcontractors to Argonne National Laboratory are required to comply with applicable requirements of 10 CFR Part 851. Detailed information about this regulation can be found at the DOE's web site (http://energy.gov/nes/focus-groups/10-cfr-851-worker-safety-and-health-program). The contractor is responsible for reviewing the requirements of this regulation and determining applicability with respect to subcontracted services provided to the Laboratory. Requirements of the Argonne WSHP that are applicable to subcontractors are specified in the contract as ANL-526, Contract Terms and Conditions. Subcontractor compliance with 10 CFR 851 is, therefore, achieved by:

1. Contracting with the standard terms and conditions and any supplemental conditions applicable to, and associated with, the contract, or alternatively,
2. Authorizing and obtaining approval from DOE of a site specific Worker Safety and Health Plan.

Prior to the date the contractor submits a bid for this contract, or the date the contractor executes a contract, whichever is earlier, the contractor will submit a plan to the Laboratory in writing that the contractor will seek DOE approval of any alternative specific Worker Safety and Health Plan developed by the contractor and also provide the Laboratory with copies of any such Plan and an opportunity to comment on and discuss any such Plan. Unless and until such DOE approval is given, the contractor will comply with the terms and conditions included and referenced in this contract.

The contractor shall indemnify and hold the Laboratory harmless in the event DOE imposes a fine or penalty on the Laboratory pursuant to a violation of 10 CFR 851, and such fine or penalty arises out of or is connected with the performance of work under this contract by the contractor, its subcontractors, and/or their agents, representatives, servants or employees. The Laboratory shall notify the contractor, in writing, of any noncompliance with the provisions of this clause and the corrective action to be taken, which may include suspension of work, or cause the contractor to resume work, or cause the contractor to remove work, or take any action the contractor's acts or failure to act cause substantial harm or an imminent danger to the contractor. The contractor shall promptly evaluate and resolve any noncompliance with applicable WSHP and/or laws or regulations, and the contractor will be held harmless by DOE against any action taken by the Laboratory to correct noncompliance.

2. Specific procedures in the areas of fall protection, excavation, trenching, and confined spaces. Violations shall be immediately reported to the Project Specialist.

3. The contractor shall implement the following Safety Orientation to all contractor and subcontractor employees prior to starting work. The orientation covers the following subject areas:

a. A statement of the contractor's ES&H policy;

b. The name and qualifications of the contractor's ES&H Representative and alternate and the names of competent persons for evacuation, scaffolding, and confined space entry, etc., as required by the scope of work for the conditions.

c. The frequency of regular safety inspections to be conducted by the contractor;

d. The schedule of weekly tool box meetings to be held with contractor employees to emphasize project safety and health, environmental protection, and fire prevention;

e. The locations at which the “Worker Protection for DOE Contractor Employees” poster will be posted on the contractor's bulletin board;

f. Implementation of all ES&H requirements listed in the contract, including the following:

(1) Emergency telephone numbers to be provided to all contractor and subcontractor employees prior to starting work.

(2) Specific procedures in the areas of fall protection, excavation, trenching, and confined space entry.

(3) The contractor shall ensure that the “Worker Protection for DOE Contractor Employees” poster is posted in a location that is visible to contractor employees.

(4) The contractor shall provide quarterly written progress reports to the Project Specialist, including a list of all contractor and subcontractor employees who have received safety training.

(5) The contractor shall provide quarterly written progress reports to the Project Specialist, including a list of all contractor and subcontractor employees who have received safety training.

4. Job Safety Analysis (JSA)...

5. The Job Safety Analysis (JSA)...

6. The contractor shall prepare and approve job safety analyses (JSAs)...

7. The contractor shall prepare and approve job safety analyses (JSAs)...

8. The contractor shall prepare and approve job safety analyses (JSAs)...

9. The contractor shall prepare and approve job safety analyses (JSAs)...

10. The contractor shall prepare and approve job safety analyses (JSAs)...

45. ENVIRONMENT, SAFETY AND HEALTH (FEB 2014)

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 applicable Federal, state, and local laws and regulations, including special regulations applicable to the performance of the work. The contractor shall also be responsible for the cleanup of the work site at the completion of the work, and for the physical, chemical, and radiological safety, health, and environmental conditions at the site before and during the performance of the work and the construction or alteration of any structures. The contractor shall also be responsible for all materials delivered and work performed and all temporary work, except for any completed unit of work which may have been accepted under the contract.

2. The contractor's ES&H Program and Implementation Plan will be reviewed for compliance with the requirements established above. (A guide for the development of the plan was included in the solicitation documents.) If the plan is found to be in compliance, the contractor will be approved. If the plan is not in compliance, it will be returned to the contractor with comments on areas not in compliance. A pre-construction meeting will be held, and the plan will be reinspected. Any revisions requested subsequent to the initial approval shall be submitted and approved prior to the contractor's implementation of these revisions. The contractor is responsible for reviewing and approving its subcontractor's ES&H Program(s) and Implementation Plan(s), which must comply with the requirements of this contract prior to commencement of work on site, and ensuring compliance during performance of the work.

4. The contractor has an approved ES&H Program and Implementation Plan on file with the Laboratory, revisions necessary to address new work shall be submitted, reviewed, and approved prior to commencing new work.

5. Job Environmental Protection Planning...

To the extent required by the project specifications, a sedimentation and erosion control plan and a storm water pollution prevention plan shall be implemented by the contractor. The requirements are detailed in the project specifications. All modifications to these plans must be approved prior to implementation. If changes are made to the project work scope that affect sedimentation and erosion control, the plans must be re-established and approved by the Laboratory to the revised work scope taking place. If the work involves excavation, an erosion control plan will be required. This plan shall include the location and description of the area being excavated, the specification of temporary methods and roads to be protected, the erosion control measures to be installed, and a map of the area.

6. Job Safety Analysis (JSA)...

7. The contractor shall develop and implement a job safety analysis (JSA) prior to the pre-construction meeting, a job safety analysis (JSA) prior to...
The contractor shall submit the following documents, current certificates, etc. as required:

1. Equipment inspection documentation required by 29 CFR 1926. Subpart N, must be with the equipment and shall be approved by the Laboratory prior to use. This also includes, but is not limited to, personnel lifts, augers, suspended scaffolds, winches, spreader beams, and lifting devices. Equipment inspection documentation as required by 29 CFR 1926 Subpart CC Cranes and Derricks in Construction must also be with the appropriate equipment.

2. 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 be randomly inspected throughout the contract. Failure of the contractor to ensure the compliance with OSHA and Laboratory requirements will result in a suspension from site access for a period of six (6) months.

3. 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 be randomly inspected throughout the contract. Failure of the contractor to ensure the compliance with OSHA and Laboratory requirements will result in a suspension from site access for a period of six (6) months.

4. All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short (1/4 length) sleeve shirt, long trousers, and hard sole leather shoes. Extreme weather shall require greater protection. All vehicles on site.

5. All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.

6. Personal lifts must be equipped with audible motion alarms for movement in any direction. All lifts must be equipped with a safety foot pedal, or other type of interlock to prevent movement.

7. Fire watches shall be maintained during and for a minimum of thirty minutes after burning, welding, or other fire or spark–generating work is completed as determined by the Laboratorv Safety Officer. All fire watches must be permitted by the Laboratory prior to any welding/cutting operations and it must be posted at the work site in a conspicuous area at all times and all restrictions followed. Open burning, fire barrels, or other open-flame operation is prohibited. Any modifications to lifting and hoisting equipment must be approved by the Laboratory prior to use. Only qualified persons are allowed to perform such work.

8. All vehicles on site.

9. Respiratory Protection

The contractor must hold and document the following meetings:

a. Medical certification records must be submitted as required by ANSI Z88.2 and the American National Standard for Respiratory Protection (1992), 29 CFR 1910.134, as required by the contractor or subcontractor to the Laboratory site. The records must state whether the employee is able to wear air-purifying respirators, atmospheric or supplied air respirators, or both. The records must be signed by the evaluating physician and dated within one year of the date of the intended use of the respiratory protection equipment.

b. Training records must be submitted that document the employee was trained in and has mastered the training subjects in 29 CFR 1910.134. The training records must document typewritten or typewritten as appropriate. The training must be conducted by a company certified by the National Fire Protection Association (NFPA), 1901. The training records must be signed by the employee and the fit testing and dated within one year of the date of the intended use of the respiratory protection equipment.

10. All contractor and subcontractor accidents and unauthorized releases to the public must be reported immediately. The Laboratory site shall report any accident by dialing 911 from a Laboratory telephone or pay phone, or 620-252-1911 from a cellular phone. The accident or unauthorized release must be reported immediately to the Site Safety Supervisor or Project Manager. In addition, the contractor shall complete an ANL–240, Incident
46. 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.

47. 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 Officer within sixty (60) days of the event giving rise to the cause of action. Any such claims must be submitted in writing to the Laboratory Procurement Officer within sixty (60) days after the effective date of this contract or in any event prior to engaging in any dispute procedure that is provided for in the contract. 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.

48. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

(a) Neither this contract nor any interest therein nor any claim hereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. The Contractor may assign the whole or any part of this contract to the Government or its designee and in such event this contract shall continue in full force and effect.

(b) The contractor shall submit a written list 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 after the effective date of this contract or in any event prior to engaging in any dispute procedure that is provided for in the contract. The contractor shall notify the Laboratory of any change in the list of subcontractors within five (5) days of such change. The contractor is prohibited from subcontracting work to an entity unless such entity is included in the list of subcontractors submitted in accordance with the terms of this clause. The contractor shall submit a current list of all subcontractors to the Laboratory when requested by the Government in writing. The contractor shall be responsible for all acts and omissions of its subcontractors except as otherwise provided in this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.222-16, Small Business Set-Aside (Nov 1999) (10 U.S.C. 2320a)
(ii) 52.222-17, Buy American Clause (Feb 1996) (41 U.S.C. 3304)
(iii) 52.222-19, Commercial Item Representation (Mar 1999) (41 U.S.C. 3304)
(iv) 52.222-21,责令 Favorable Agreement (Oct 1999) (41 U.S.C. 3304)
(v) 52.222-22, Responsible Subcontractor (Mar 1999) (41 U.S.C. 2530)
(vii) 52.222-50, Small Business Pubic Concerns (Feb 2008) (41 U.S.C. 621)
(viii) 52.222-51, Competition for Subcontracts Awarded under this Contract-For (Mar 2010) (41 U.S.C. 632)
(ix) 52.222-52, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(x) 52.222-53, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xi) 52.222-54, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xii) 52.222-55, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xiii) 52.222-56, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xiv) 52.222-57, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xv) 52.222-58, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xvi) 52.222-59, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xvii) 52.222-60, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xviii) 52.222-61, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xix) 52.222-62, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)
(xx) 52.222-63, Competition for Subcontracts Awarded under this Contract-For (May 2001) (41 U.S.C. 632)

49. SUBCONTRACTS FOR COMMERICAL ITEMS (JUL 2013)

(a) Definitions. As used in this clause—

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

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

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

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.222-33, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(ii) 52.222-34, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(iii) 52.222-35, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(iv) 52.222-36, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(v) 52.222-37, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(vi) 52.222-38, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(vii) 52.222-39, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(viii) 52.222-40, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(ix) 52.222-41, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(x) 52.222-42, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xi) 52.222-43, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xii) 52.222-44, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xiii) 52.222-45, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xiv) 52.222-46, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xv) 52.222-47, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xvi) 52.222-48, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xvii) 52.222-49, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xviii) 52.222-50, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xix) 52.222-51, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
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(xxviii) 52.222-60, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)
(xxix) 52.222-61, Commercial Item Representation (Mar 2010) (41 U.S.C. 3304)

50. NON-WAIVER OF DEFAULTS (AUG 1999)

Any failure by the Laboratory at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or 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...
51. WARRANT OF CONSTRUCTION (OCT 1999)

(a) In addition to any other warranties in this contract, the contractor warrants, except as provided in paragraph (c) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Laboratory takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Laboratory takes possession.

(c) The contractor shall remedy at the contractor's expense any failure to conform, or any defect. In addition, the contractor shall remedy at the contractor's expense any damage to Government-owned or Laboratory-controlled real or personal property, when that damage is the result of —

(1) The contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, workmanship, or design furnished by the contractor to—

(a) The Laboratory, in performing any work required of the contractor to—

(1) Perform any work in the contract; or

(2) Furnish any construction material.

(b) Any other party as provided by the contract; or

(c) Any other person or entity for which the contractor is liable.

(d) The contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

(e) The Laboratory shall notify the contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Laboratory shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Laboratory, if directed by the Laboratory; and

(3) Enforce all warranties for the benefit of the Laboratory, if directed by the Laboratory.

(h) In the event the contractor's warranty under paragraph (d) of this clause has expired, the Laboratory may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the contractor or subcontractor or supplier at any tier, the contractor shall not be liable for the repair of any defects of material or design furnished by the Laboratory, nor for the repair of any damage that results from any defect in Laboratory-furnished material or design.

(j) This warranty shall not limit the Laboratory's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

52. BONDS AND INSURANCE (OCT 1999)

(a) Definition. “Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Contracts exceeding $150,000, unless waived by the Laboratory, shall require a bond. All bonds, unless otherwise authorized by the Laboratory, are to be approved by the Laboratory, take out and maintain at the contractor's expense, until the work is accepted and possession is taken by the Laboratory.

(i) Performance bonds. Unless the Laboratory Procurement Official determines that a lesser amount is adequate for the protection of the Laboratory, the penal amount of performance bonds must equal—

(1) 100 percent of the original contract price; and

(2) If the contract price increases, an additional amount equal to 100 percent of the increase.

(ii) Payment bonds. Unless the Laboratory Procurement Official makes a written determination supported by specific findings that a payment bond in this amount is impractical, the amount of the payment bond must equal—

(A) 100 percent of the original contract price; and

(B) If the contract price increases, an additional amount equal to 100 percent of the increase.

(iii) The amount of the payment bond must be no less than the amount of the performance bond.

(c) Contracts exceeding $30,000 but not exceeding $150,000, unless the Laboratory Procurement Official determines that a lesser amount is adequate for the protection of the Laboratory, the penal amount of the payment bond or the amount of alternative payment protection must equal—

(1) 100 percent of the original contract price; and

(2) If the contract price increases, an additional amount equal to 100 percent of the increase.

(d) If the contract price increases, the Laboratory may require additional protection by directing the contractor to—

(1) Increase the penal sum of the existing bond; or

(2) Obtain an additional bond; or

(3) Furnish additional alternative payment protection.

(e) Reducing amounts. The Laboratory Procurement Official may reduce the amount of the security to support a bond, subject to the conditions of FAR 28.203-5(c) or 28.204(b).

(f) Before undertaking any work under this contract, the contractor shall, except as otherwise approved by the Laboratory, take out and maintain at its own cost and expense, until the work called for hereunder shall be completed and accepted by the Laboratory, the following insurance in companies satisfactory to the Laboratory:

53. ADDITIONAL BOND SECURITY (OCT 1999)

(a) Any surety upon any bond furnished with this contract becomes unacceptable to the Laboratory; or

(b) Any surety fails to furnish reports on its financial condition as required by the Laboratory; or

(c) Any surety fails to furnish reports on its financial condition as required by the Laboratory; or

(d) The contractor agrees to deliver to the Laboratory at the signing and delivery of the within contract, and in any event before any work is performed hereunder, certificates of the insurance companies as to the particulars of the insurance coverage above referred to, and such certificates shall contain a provision that such insurance will not be cancelled nor any change whatsoever made in the policies except upon not less than ten (10) days prior notice thereof to the Laboratory, mailed by registered mail, with postage prepaid, addressed to the Subcontract Administrator, Construction Contracts, Argonne National Laboratory, 9700 South Cass Avenue, Lemont, IL 60439.

(e) Before permitting any subcontractor to perform any work under this contract, the contractor shall require that such subcontractor furnish satisfactory evidence that it has taken out and maintains insurance in the same amounts and with the same provisions as required by the preceding paragraphs of this clause.

54. OTHER CONTRACTS (OCT 1999)

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 with Laboratory or Government employees and shall carefully assist in scheduling and performing the work under this contract to accommodate the additional work, hindering any direction 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.

55. BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item” means—

(1) Any item of supply (including construction material) that is —

(i) A commercially available item (as defined in paragraph (1) of the definition at FAR 2.101); or

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

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

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

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of these systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) The cost of components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); and

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.
Request for determination of inapplicability of the Buy American Act.

(1) Any Contractor request to use foreign construction material in accordance with paragraph (b) (3) of this clause shall include adequate documentation for Government evaluation of the request, including—
(A) A description of the foreign and domestic construction materials,
(B) Unit of measure,
(C) Unit price,
(D) Time of delivery or availability,
(E) Location of the construction project,
(F) Name and address of the proposed supplier; and
(G) A detailed justification of the reason for use of foreign construction material listed in accordance with paragraph (b) (3) of this clause.

(2) If the Government determines after contract award that an exception to the Buy American Act applies,

(i) the Contractor shall deliver to the Contractor, for use in connection with and under the terms of this contract and the Government-furnished property, the foreign construction material specified in the request,
(ii) the Contractor shall comply with the applicable provisions of the Buy American Act,
(iii) the Government-furnished property shall be made available to the Contractor in accordance with this contract, or
(iv) the Contractor shall return the foreign construction material to the Government.

(3) The Contractor shall make such disposition of rejected items as the Laboratory Procurement Official shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Laboratory upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Laboratory, whichever occurs first. Property furnished by the Laboratory and property purchased or furnished by the Contractor, title to which vests in the Laboratory, under this paragraph are hereinafter referred to as Laboratory property. Title to Laboratory property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Laboratory, nor shall such Laboratory property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

56. 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 any of the Contractor’s directors, officers, managers, superintendents, or other 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 operation at any one plant, or separate location at which the Contractor makes or processes any product or service;
(iii) A separate and complete major industrial operation connected with performing work under this 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 time 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, pointing out the facts, and, as directed by the Laboratory and at Laboratory expense, either effect repairs or modification of the property, or, at the Contractor’s option, either repair or remove, or otherwise dispose of the property. After completion of the directed action and upon written request of the Contractor, the Laboratory shall make such equitable adjustment in accordance with (h) of this clause.

(5) If Laboratory-furnished property is not delivered to the Contractor by the required time, or times, the Laboratory shall, upon the Contractor’s timely written request, make a determination of the delay, if any, caused the Contractor and 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 to or be provided under this contract, or (ii) substitute other Laboratory-furnished property for that called for in the contract or (iii) sublet or assign any property 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 repair, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor’s written request, the Laboratory shall make an equitable adjustment in accordance with paragraph (h) of this clause, if the Laboratory has agreed in the contract to make such property available for performing the contract and the Contractor shall promptly notify the Laboratory of the change in the amount of property furnished, or (ii) (i) decrease or substitute in this property pursuant to subparagraph (b)(1) above; or

(3) Title to Property.

Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor has agreed to be paid as a cost item, shall remain with the Laboratory Procurement Official until the Laboratory Procurement Official has accepted such property. After the property has been accepted by the Laboratory Procurement Official, title to the property shall pass to the Contractor. The Contractor shall make such disposition of accepted items as the Laboratory Procurement Official shall direct. The Contractor shall sell, barter, or dispose of such property in such manner as the Laboratory Procurement Official may direct.

(c) 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 completion or termination of the contract, or, if the Contractor shall so request, the Laboratory Procurement Official may approve, sell, or exchange such property, or acquire such property at a price approved upon request by the Contractor as the fair market value thereof. The amount received by the Contractor as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reduction of costs allowable under this contract or shall be credited to account to the Laboratory, as the Laboratory Procurement Official may direct. Upon completion of the work or termination of this contract, the Contractor shall render an accurate and complete description of Laboratory property and materials cited in accordance with paragraph (b) (3) of this clause.

(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhere 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 by the Office of Environmental Management (OEM) in the Federal Property Management Regulations (41 CFR Chapter 101), the Department of Energy Orders 420.1 and 415.1 (10 CFR Part 870), and other applicable regulations.

(d) 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) Wilful 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 under paragraph (e) of this clause;
(C) Failure of Contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (j)(1) of this clause.

(2) 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 conduct falling within one of the categories specified in paragraph (d)(1) of this clause, the Contractor shall provide the Laboratory with adequate evidence to show that the Contractor should not be required to compensate the Laboratory for the loss, destruction, or damage.

(3) In the event the Contractor is determined liable for the loss, destruction, or damage to Laboratory property in accordance with (g)(1) of this clause, the Contractor’s compensation as determined by the Laboratory Procurement Official shall be determined in accordance with the following:

(a) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement and costs associated with the disposition of the property.

(b) For destroyed or lost property, the compensation shall be the fair market value of such property, minus any costs incurred for temporary replacement and costs associated with the disposition of the property.
57. 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 under contract, if the contractor or its subcontractors fail to meet the standards or requirements specified herein.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if different) specified in paragraph (c) of this clause are paid at a wage rate of $3.50 per hour or more (as determined by the Wage and Hour Division of the Department of Labor), the contractor shall be liable for any increased cost of performance of this contract (excluding profit) necessarily caused by the unreasonable delay or suspension specified in paragraph (a) of this clause.

(c) The contractor may appeal any determination made by the Wage and Hour Division of the Department of Labor to the Employment Standards Administration, U.S. Department of Labor.

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

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for each hour worked over 40 hours. 

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractors are liable for unpaid wages and liquidated damages to any covered contractor or subcontractor, or to any employee, including the fault or negligence of the contractor, or for which an equitable adjustment is otherwise not provided, for work performed at that rate specified for each classification for the time actually worked and for any overtime worked. 

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor has received notice of the determination of the Secre-
tary of Labor which is attached hereto and made a part of this contract, (2) for any costs incurred more than 20 days before the contractor has received notice of the determination of the Secretary of Labor which is attached hereto and made a part of this contract, or (3) for any costs incurred more than 20 days before the contractor has received notice of the determination of the Secretary of Labor which is attached hereto and made a part of this contract.

(d) The Secretary of Labor, upon determining that the contractor or subcontractor involved has not paid workers at the rate specified for each classification for the time actually worked, may order the contractor or subcontractor to cease work on the project. The contractor or subcontractor may appeal any determination made by the wage and hour division of the Department of Labor to the Employment Standards Administration, U.S. Department of Labor.
in the classification under this contract from the first day on which work is performed in
the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or
mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor
shall either pay the benefit as stated in the wage determination or shall pay another bona
fide fringe benefit at an hourly cash equivalent rate, that is reasonable, if such
fringe benefit is included in the wage determination for the work performed.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor
may consider the payment of any of the wages required by this clause as the amount
reasonably anticipated in providing bona fide fringe benefits under a plan or program;
provided, That the Secretary of Labor has found, upon the written request of the Contractor,
that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor
may require the Contractor to set aside in a separate account assets for the fulfillment of
obligations under the plan or program.

60. DAVIS-BACON ACT – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2003)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage
and Hours Division, United States Department of Labor, Employment Standards Administration,
that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Laboratory will make no adjustment in contract price, other than provided 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 at the exercise
of the option to extend the term of the contract.
(2) Incorporation of a wage determination otherwise applied to the contract by law of
(3) An increase in wages and benefits resulting from any other requirement applicable to
workers subject to the Davis-Bacon Act.

61. WITHHOLDING OF FUNDS (FEB 1988)

The Laboratory shall, upon its own action or upon written request of an authorized representative
of the Department of Energy or the Department of Labor, withhold or cause to be withdrawn
the contractor under this contract or any other Federal contractor with the same prime
contractor, or any other Federally assisted subject contract Davis-Bacon prevailing wage
requirements, which is held by the same prime contractor, so much of the accrued
payments or advances as may be considered necessary to pay laborers and mechanics,
including apprentices, trainees, and helpers, employed by the contractor or any subcontractor
the full amount of wages required to be paid for the event of failure to pay any
mechanic, including any apprentice, trainee, or helper, employed or working on the site of
the work, or the total amount of wages required by the appropriate wage determination
written notice to the contractor, take such action as may be necessary to cause the suspension of any further
payment, advance, or guarantee of funds until such violations have ceased.

62. PAYROLLS AND BASIC RECORDS (JUNE 2010)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the
course of the work and presented for a period of 3 years thereafter for all laborers and
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 rate
wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or
cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis -Bacon Act),
daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever
the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-
Bacon Act, that the wages of any laborer or mechanic include the amount of any costs
reasonably anticipated in providing benefits under a plan or program described in
section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show
the commitment to provide such benefits is enforceable, that the plan or program is
financially responsible, and that the plan or program has been communicated in writing to the
mechanics affected, and records which show the costs anticipated or the actual
cost incurred in providing such benefits. Contractors employing apprentices or trainees under
approved programs shall maintain written evidence of the registration of apprenticeship
programs and certification of trainee programs, the registration of the apprentices and
trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) Each payroll shall be accompanied by a “Statement of Compliance,” signed
by the Contractor or subcontractor or his or her agent who pays or supervises the
workers employed under this contract and shall certify
(1) That the payroll will not include any fringe benefits or cash equivalents which are in excess of
those prescribed in the applicable wage determination.
(2) That each laborer or mechanic (including any apprentice, helper, or trainee) employed on the contract
during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no
ejudgments have been made either directly or indirectly from such wages earned, other than permissible deductions as set forth in the Regulations,
29 CFR Part 1, and
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work
performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of
Contract Form WH-347.pdf, is hereby incorporated by reference in this contract.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause
available for inspection, copying, or transcription by the Contracting Officer or authorized
representative of the Department of Labor or the Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job if the Contractor or subcontractor refuses to submit such records or to make them available.
If the Contracting Officer or authorized representative of the Department of Labor notices, in writing, that the Contractor or subcontractor has
failed to submit the required records upon request or to make such records available may be grounds for debarment
action pursuant to 29 CFR 5.12.

63. APPRENTICES AND TRAINEES (JULY 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predeterimined rate for the work
performed when employed as a trainee.
(2) Pursuant to and individually registered in a bona fide apprenticeship program
registered with the U.S. Department of Labor, Employment and Training Administration,
Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS;
(3) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, the Contractor may consider as part of the wages of any laborer or
mechanic the amount reasonably anticipated in providing bona fide fringe benefits under the same
program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate)
to be eligible for probationary employment as an apprentice.
(4) Where a Contractor is performing construction on a project in a locality other than that
in which its program is registered, the ratios and wage rates (expressed in percentages of the
journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s approved programs for
apprentices must be considered as the ratio of the rate specified in the registered program for the apprentice’s level of progress,
expressed as a percentage of the journeyman hourly rate specified in the applicable wage
determination.
(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the
apprenticeship program approved by OATELS, or if the apprenticeship program does not specify fringe benefits,
apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a
different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than
the predeterimined rate for the work performed unless they are employed pursuant to an individually
registered apprenticeship program, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration,
Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeyman on the job site shall not be greater than
the ratio specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate
specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program
does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in
the wage determination unless the Administrator and the Wage and Division determinethat there is an apprenticeship program associated with the
construction firm which has found (i.e., through the Office of Apprenticeship Standards and Development) that the trainee is performing work
on an option to extend the term of the contract; and
(2) Every trainee must be paid at not less than the rate specified in the approved program
for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate
specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program
does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in
the wage determination unless the Administrator and the Wage and Division determinethat there is an apprenticeship program associated with the
construction firm which has found (i.e., through the Office of Apprenticeship Standards and Development) that the trainee is performing work
on an option to extend the term of the contract; and
(3) In the event OATELS withdraws approval of an apprenticeship program, the Contractor will no longer be
permitted to utilize apprentices at less than the applicable predeterimined rate for the work
performed until an acceptable program is approved.

(c) Equal employment opportunity requirements.

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

(2) No such portion of the building or work is constructed, which is part of the “site of the work”
definition in paragraph (2) of the “site of work” definition; and
(3) The Department of Labor to interview employees during working hours on the job if the Contractor or subcontractor refuses to submit such records or to make
them available.

64. COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor must comply with the requirements of 29 CFR Part 3, which are hereby incorporated by

65. SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

(a) Definition. “Construction, alteration or repair,” as used in this clause means all types of work
done by laborers and mechanics employed by the construction Contractor or subcontractor
on a particular building or work at the site thereof, including without limitation—
construction, alteration, or repair; fabrication, removal, installation (if appropriate) on the site of the work of items
fabricated off-site; (2) landscape and interior decorating; (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site
of the building or work; (4) Transportation of materials and supplies between the site of the work, via the
means of paragraph (a)(1)(ii) and (i) of the “site of the work” as defined in the FAR clause at 52.222-6, B-Building Contractors, is dedicated to the
construction of the building or work and is deemed part of the site of the work within the
meaning of paragraph (2) of the “site of work” definition; and

(b) The Contractor shall satisfy the requirement of paragraph (a) of this clause if the work is not performed on
the site of the work as defined in paragraph (2) of the “site of work” definition; and

(c) All work performed under the contract or subcontractor shall be performed in a work site
in accordance with the applicable Federal labor law and regulations.
71. (b) The contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

(1) Davis-Bacon Act 
(2) Contract Work Hours and Safety Standards Act — Overtime Compensation (if the clause is included in this contract); 
(3) Apprentices and Trainees; 
(4) Payrolls and Basic Records; 
(5) Compliance with the Davis-Bacon and Related Act Requirements; and 
(6) Withholding of Funds; 
(7) Subcontracts (Labor Standards); 
(8) Contract Terminations—Debarment; 
(9) Disputes Concerning Labor Standards; 
(10) Compliance with Davis-Bacon and Related Act Regulations; and 
(11) Certification of Eligibility.

(c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction work under any contract clause in the subcontract, except that during the training period, and prior to the contractor awarding a subcontract of employment to a subcontractor, the contractor must have made a commitment to apply the apprentices and trainee requirements of the Act before the employment contract has been awarded. The contractor shall then implement affirmative action steps at least as extensive as the following:

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the contractor in meeting its obligations.

(ii) Including the policy in any policy manual and in collective bargaining agreements; the policy shall be circulated to all employees and supplemented by appropriate reports.

(iii) Publicizing the policy in the company newspaper, annual report, etc.

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

Review, at least annually, the contractor's equal employment policy and affirmative action program in order to determine the extent to which the contractor is hiring, retaining, and promoting minorities, females, persons with disabilities, and individuals with special needs within the United States and in each state and area that expressly include minorities and women, including upgrading programs and for persons within the United States.

Review, at least annually, the contractor's equal employment policy and affirmative action program in order to determine the extent to which it is hiring, retaining, and promoting minorities, females, persons with disabilities, and individuals with special needs within the United States and in each state and area that expressly include minorities and women, including upgrading programs and for persons within the United States.
(3) Ensures that concrete benefits of the program are reflected in the contractor's minority worker participation.

(4) Makes an annual good-faith effort to meet its various goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply is the contractor's and the Government's obligation to comply with the requirements of this clause and is not a separate contract requirement.

(6) Single women or minority and a separate single goal for women shall be established. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, minority nonwhite, and other nonwhite minorities. Contractors shall be notified of the criteria for evaluation under Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from the effective date of this contract or modification. "Contract date" means the date set for bid opening or, if this is a negotiated contract or a contract for which the solicitation was incomplete, the date the solicitation was released and advertised for bid. "All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taken effecting after the contract date. It does not include social security tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced.

(i) The contractor shall designate a responsible official to—

(1) Monitor all employment-related activity to ensure that the contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Laboratory or the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an orderly and understandable manner and in a form that gives access to them and may be audited at any time. If for any reason the contractor is unable to satisfy this requirement, separate records are not required to be maintained.

(j) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The contractor shall carry out such sanctions and penalties for violation of this clause and of the regulations, or this clause, the Director shall take action as prescribed in 41 CFR 60-4.8.

(m) The contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) above, so as to achieve results that are at least as effective or more effective in ending job discrimination as those procedures. Such procedures shall be periodically revised to ensure that they are achieving maximum results from its efforts to ensure equal employment opportunity.

(n) The Government agrees to—

(1) Provide for all legal actions and proceedings necessary to enforce this clause.

(2) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection of the Government's interest. This includes, without limitation, the taking of possession of the Contractor and in which the Government has or may acquire an interest.

(3) Use all efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; provided, however, that if the Contractor is unable to acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to any amounts due the Government for any property, to the extent permitted by law, as the price of cost, or paid in any other manner directed by the Contracting Officer.

(o) The contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon request containing the details and the justification for the requested extension.

(p) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may request that the Contracting Officer, after the Contracting Officer issues a report of the final audit and determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, the reasonable costs of settlement of the work terminated, including—

(1) All unliquidated advance or other payments to the Contractor under the terminated contract, unless extended in writing by the Contracting Officer to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter them into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or, if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(q) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify a temporary and time-limited adjustment and that the proposal be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contractor may be deprived of its entire refund or drawback, as the result of legislative, judicial, or administrative action taken effecting after the contract date.

(r) The Government shall, within this 1-year period, or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contractor may be deprived of its entire refund or drawback, as the result of legislative, judicial, or administrative action taken effecting after the contract date.

(1) The contract price for completed supplies or services accepted by the Government (or (ii) the amount that may be adjusted under this paragraph (f) or paragraph (g) of this clause);

(2) The amount that may be adjusted under this paragraph (f) or paragraph (g) of this clause; and

(3) The amount that may be adjusted under this paragraph (f) or paragraph (g) of this clause.

(s) If the contractor and the Contracting Officer fail to agree on the total amount to be paid because of the termination of work, the Contracting Officer shall pay the contractor the amount determined.

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

(1) Equipment, materials, and supplies that were acquired under paragraph (b)(9) of this clause, not previously paid for, adjusted or charged to the Government, for the terminated portion of the contract, but which the contractor is reasonably expected to need after the termination of work, except that the contractor shall claim at the termination only those items valued at $250 or more.

(2) The total of—

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

(A) All unliquidated advance or other payments to the Contractor under the terminated contract, unless extended in writing by the Contracting Officer to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Government or to a buyer.

(B) The cost of setting and paying termination settlement proposals under terminated subcontracts that are not payable by the Government under this contract, credited to the Government or to a buyer.

(C) The cost of settling and paying termination settlement proposals under terminated subcontracts that are not payable by the Government under this contract, credited to the Government or to a buyer.

(D) The Government shall, without liability, furnish evidence appropriate to establish exemption from all Federal, State, and local taxes when the Government requests such evidence and a reasonable basis exists to sustain the exemption.

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

(4) The contractor shall have the right to appeal, under the Disputes clause, any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause; provided, however, that if the Contractor is unable to acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer, the proceeds of any transfer or disposition will be applied to—

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

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

(3) The amount that may be adjusted under this paragraph (f) or paragraph (g) of this clause.

(5) If the termination of the contract is also the end of the Government’s obligation to pay the contractor, the Government may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the contractor for a continuation of the contract under an equitable adjustment made by the Contracting Officer under this 31 CFR 60-4.8, or any extension.

(6) The Government may, under terms and conditions prescribed in the contract, make partial payments or pay the contractor against items reported for or in which the Contractor believes the total of these payments does not exceed the amount to which the contractor is entitled.
(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by law and stated in the contract. See App. 1215(b)(2). Interest shall be computed for the period from the date the excess is paid to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contracting Officer’s determination of the settlement proposal because of retention or other disposition of the settlement proposal. If the reduction of an excess payment is made later than 10 days after the effective date of termination payment, the contractor shall be paid the interest due at the rate established by law and stated in the contract. Interest due shall be paid by the Government at the time the excess payment is repaid.

(h) 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 for paragraph (g) of the basic clause. Paragraph (g) may be deleted from the basic clause if the Contracting Officer determines that (i) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid because of the termination of the contract, the Commercial Officers shall determine the liquidated settlement of the contract.

(i) The amounts determined as follows, but without duplication of any amounts 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 the work of this contract;

(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 subparagraph (v) of this clause; and

(iii) An amount, as profit on subdivision (g)(1)(i) of this clause, computed under the provisions for payment of materials for any quantity of any item or items previously paid to the contractor;

(ii) An amount (computed under the provisions for payment of materials) for any quantity of any item or items previously paid to the contractor, but without duplication of any items agreed upon under paragraph (f) of this clause;

(2) If the termination is for default of the Contractor, include the amounts computed under paragraph (h)(2) of this clause but omit—

(i) Any amount for preparation of the Contractor’s termination settlement proposal and supporting data;

(ii) Any amount for preparation of the Contractor’s termination settlement proposal and supporting data;

(iii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iv) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventories.

Alternate I (Sept. 1996). If the contract is for construction, substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid because of the termination of the contract, the Commercial Officers shall determine the liquidated settlement of the contract.

(i) The amounts determined as follows, but without duplication of any amounts 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 the work of this contract;

(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 subparagraph (v) of this clause; and

(iii) An amount, as profit on subdivision (g)(1)(i) of this clause, computed under the provisions for payment of materials for any quantity of any item or items previously paid to the contractor;

(ii) An amount (computed under the provisions for payment of materials) for any quantity of any item or items previously paid to the contractor, but without duplication of any items agreed upon under paragraph (f) of this clause:

(2) If the termination is for default of the Contractor, include the amounts computed under paragraph (h)(2) of this clause but omit—

(i) Any amount for preparation of the Contractor’s termination settlement proposal and supporting data;

(ii) Any amount for preparation of the Contractor’s termination settlement proposal and supporting data;

(iii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iv) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventories.

Alternate II (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, and if the Contracting Officer determines that the requirement to 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) of the basic clause:

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid because of the termination of the contract, the Commercial Officers shall determine the liquidated settlement of the contract.

(i) The amounts determined as follows, but without duplication of any amounts 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 the work of this contract;

(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 subparagraph (v) of this clause; and

(iii) An amount, as profit on subdivision (g)(1)(i) of this clause, computed under the provisions for payment of materials for any quantity of any item or items previously paid to the contractor;

(ii) An amount (computed under the provisions for payment of materials) for any quantity of any item or items previously paid to the contractor, but without duplication of any items agreed upon under paragraph (f) of this clause:

(2) If the termination is for default of the Contractor, include the amounts computed under paragraph (h)(2) of this clause but omit—

(i) Any amount for preparation of the Contractor’s termination settlement proposal and supporting data;

(ii) Any amount for preparation of the Contractor’s termination settlement proposal and supporting data;

(iii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iv) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventories.

74. DEFAULT [OCT 1999]

(a) If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within the time specified in the contract, or fails to comply with any of the requirements of this clause, the Contracting Officer may order the Contractor to prosecute the work with all practicable dispatch, or if the delay is not in default, or that the delay was excusable, the rights and obligations of the parties will be determined under the applicable law or this contract.

(b) If the contractor’s right to proceed shall not be terminated nor the contractor charged with damages for the default, the work shall be completed by the Contractor and the contractor, within 10 days from the beginning of any delay (unless extended by the Contractor), notifies the Laboratory in writing of the causes of delay. The Laboratory shall ascertain the facts and the extent of delay. If, in the judgment of the Laboratory, the findings of fact warrant such action, the time for completing work shall be extended.

(c) If, after termination of the contractor’s right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be determined under the applicable law or this contract as if the same had occurred for the convenience of the Laboratory.

(d) 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.

75. ANTI-HICKBACk PROCEDURES [OCT 2010]

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

(a) Subcontractor relates to a contract subprime, prime contractor, owner, employer or agent of the prime contractor

(1) “Kickback,” as used in this clause, means any money, fee, compensation, gift, gratuity, thing of value, or any compensation to any kind, trust, joint-stock company, or individual.

(2) “Prime Contractor,” as used in this clause, means a person who has entered into a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Government, and (iv) most improbable and impracticable; and

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

(4) “Prime Contractor Employee,” 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 a person who has entered into a prime contract with the United States.
(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting

WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of “DOE Contractor Employee Protection

of his or her personal services or of those of a person under his or her control as a security for

workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as
described in section 3.908 of the Federal Acquisition Regulation.

established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for
and remedies in the pilot program on Contractor employee whistleblower protections

by subcontractors results in the Federal Government being treated differently from any other

rights that are otherwise authorized by law or regulation. For acquisitions of commercial items,

supplies or services if any proclamation, Executive order, or statute administered by OFAC, or

as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on


an actual or prospective subcontractor, nor otherwise act in any manner, which has or may

by a prime Contractor to the United States or in the contract price charged by a

by a prime Contractor to the United States or in the contract price charged by a

violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in

Subcontractor to a prime Contractor or higher-tier Subcontractor.

by a prime Contractor to the United States or in the contract price charged by a

by a prime Contractor to the United States or in the contract price charged by a

limitations, OFAC maintains an online OFAC License Screening Tool at http://www.treas.gov/ofac.

related to activities at DOE-owned or -leased sites.

by a prime Contractor to the United States or in the contract price charged by a

of OFAC regulations at 31 CFR section V and/or on


any inspector general, or the Department of Justice.

Supervision of awareness programs can be found at the website for the Department of State's Office to

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


a year or more in connection with any donation, grant, or loan, or cooperative agreement.

Indian tribe and tribal organization” mean the provisions in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any
communication to or appearance before an officer or employee of any agency, a Member of
Congress, an officer or employee of Congress, or an employee of a Member of Congress in
connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or
recognized by the Federal Government to perform the functions of a local government, including a local
county, city, town, or other political subdivision of a State, or by the State in the absence of local
government.

American Indian or Alaska Native means a person who, regardless of race or origin, is an
American Indian or Alaska Native as defined in section 107.1 of the Federal Register.

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

Termination of the contract for default or cause, in accordance with the termination clause of this contract;

expenses that result from the contractor's non-compliance.

require the Contractor to remove a Contractor employee or employees from the performance of the contract;

Suspending or debaring, or

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a

subsection 101(3), Title 37, United States Code, including a position under a temporary appointment.

States Code, including a position under a temporary appointment.

States Code.

23
exceptions. The prohibition in paragraph (b) of this clause does not apply under the following:

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of Congress in connection with any covered Federal action.

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

(i) Agency and legislative liaison by Contractor employees. Payment of reasonable compensation made to an officer or employee of the Contractor if the pay is for agency and legislative liaison activities not related to covered Federal actions, including but not limited to: identifying and communicating information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating in agency discussions that are not related to a specific solicitation for any covered Federal action. An officer or employee of any agency who is employed by any person for less than 130 working days within 1 year preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

(ii) Participating in agency discussions that are not related to a specific solicitation for any covered Federal action. An officer or employee of any agency who is employed by any person for less than 130 working days within 1 year preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" means, with respect to professional and technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or offer, the performance of professional and technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or offer, for meeting Federal actions, as defined in paragraph (b), of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, that occurs at the end of the calendar quarter in which the clause becomes effective, and the date of such payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or offer, for meeting Federal actions, as defined in paragraph (b), of the provision at FAR 52.203-11. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action, for meeting any fees, costs, or expenses that are costs determined by the Pay or otherwise with Federal appropriated funds. If the Contractor is participating in any authorized activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have also been required to comply with the reporting and other requirements in the actual award documents.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of Congress in connection with any covered Federal action.
The requirement is to be flowed-down to all subcontractors at any tier.

84. 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 export which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a VCS national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking is an export. If a foreign national observes equipment or a process, it may constitute an export of technical data, if significant details are revealed. It is solely the contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violations of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

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

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

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to your trip, presentations and discussions must be limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

90. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor agrees 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.

86. VEHICLE LIABILITY INSURANCE COVERAGE (MAY 2001)

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

87. 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.

- "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 text, 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.

88. 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 otherwise incorporated into this contract.

89. 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, 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.)
# HEADMARK LIST

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

- **Grade 5**:
  - J: Jinn Her (TW)
- **Grade 8**:  
  - KS: Kosaka Kogyo (JP)

**GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:**

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**GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:**

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<td>NF</td>
<td>Nippon Fasteners (JP)</td>
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<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
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<td>M</td>
<td>Minamida Sieybo (JP)</td>
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<td>MS</td>
<td>Minato Kogyo (JP)</td>
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<td>Tri</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
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**GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:**

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<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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**GRADE A325 FASTENERS (BENNERT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:**

- **Type 1**:  
  - A325 KS: Kosaka Kogyo (JP)
- **Type 2**:  
  - A325 KS: Kosaka Kogyo (JP)
- **Type 3**:  
  - A325 KS: Kosaka Kogyo (JP)

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
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; said standards shall be consistent 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 9.20, and is, therefore, required to comply with applicable DOE-prescribed Occupational Safety and Health Administration (OSHA) standards as well as any other regulations that have been promulgated under the Occupational Safety and Health Act of 1970.

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 state worker protection standards (where applicable).

Contractors are also required to comply with any Federal rules and regulations and standards as well as any other regulations that have been promulgated under the Occupational Safety and Health Act of 1970.

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 Order 440.1A, Attachment 2, at their own expense;
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 complaint reporting and abatement procedures established in accordance with the requirements herein;
5. have access to DOE worker protection publications. DOE-prescribed standards, and the contractor’s 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 exposed 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 Order 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.

ConcLusions:

Employees or former employees may file a concern with the contractor management or with the local DOE office, as described in DOE Order 442.1A. Concerns may be submitted either verbally or in writing to the local DOE office employee concern hotline, telephone 800-761-9966, 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 responsible 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 or on behalf of himself or herself or others any action set forth in DOE Order 440.1A or DOE Order 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 act, and to refuse to engage in illegal or hazardous activities without fear of employer reprisal. Contractor employees who believe that they have been subject to such reprisal may submit their complaints to DOE for review and appropriate administrative remedy as provided in 10 CFR Part 708.

Inquiries:

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

ChicagO Office

Attn: Employee Concerns Manager

9800 S. Cass Avenue

(Chicago, IL 60639)

(P.O. Box or Street Address)

Lemont, IL 60439

(City, State and Zip Code)

Posting Requirements:

Copies of this notice must be posted in a conspicuous number of places at Government-owned plants and facilities operated by DOE contractors subject to DOE Acquisition Regulation (DEAR), Subpart 9.20 and DOE Order 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.