### APPENDIX A

**ARGONNE TERMS AND CONDITIONS**  
*(For Fixed-Price Construction Contracts)*

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Notice To Proceed (Oct 1999)</td>
<td>2</td>
</tr>
<tr>
<td>2. Displaced Employee Hiring Preference (Jun 1997)</td>
<td>2</td>
</tr>
<tr>
<td>3. Covenant Against Contingent Fees (Apr 1984)</td>
<td>2</td>
</tr>
<tr>
<td>4. Equal Opportunity (Mar 2007)</td>
<td>2</td>
</tr>
<tr>
<td>5. Employment Reports Veterans (Sept 2010)</td>
<td>2</td>
</tr>
<tr>
<td>6. Equal Opportunity For Veterans (Sept 2010)</td>
<td>2</td>
</tr>
<tr>
<td>9. Employment Eligibility Verification (Jan 2009)</td>
<td>3</td>
</tr>
<tr>
<td>10. Personal Identity Verification Of Contractor Personnel (Jan 2011)</td>
<td>4</td>
</tr>
<tr>
<td>11. Affirmative Action For Workers With Disabilities (Oct 2010)</td>
<td>4</td>
</tr>
<tr>
<td>12. Security (Mar 2011)</td>
<td>4</td>
</tr>
<tr>
<td>13. Classification/Declassification (Nov 1997)</td>
<td>5</td>
</tr>
<tr>
<td>14. Clean Air And Water (Apr 1984)</td>
<td>5</td>
</tr>
<tr>
<td>15. Energy Efficiency In Energy-Consuming Products (Dec 2007)</td>
<td>6</td>
</tr>
<tr>
<td>17. Notice Of Radioactive Materials (Jan 1997)</td>
<td>6</td>
</tr>
<tr>
<td>18. Preference For U.S. Flag Air Carriers (Jun 2003)</td>
<td>6</td>
</tr>
<tr>
<td>20. Applicable Law (Oct 1999)</td>
<td>7</td>
</tr>
<tr>
<td>21. Small Business Subcontracting Plan (Jan 2011)</td>
<td>7</td>
</tr>
<tr>
<td>22. Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Dec 2010)</td>
<td>8</td>
</tr>
<tr>
<td>23. Notice To The Laboratory Of Labor Disputes (Oct 1999)</td>
<td>8</td>
</tr>
<tr>
<td>24. Reports (Oct 1997)</td>
<td>9</td>
</tr>
<tr>
<td>25. Subcontractor Cost Or Pricing Data (Oct 2010)</td>
<td>9</td>
</tr>
<tr>
<td>26. Subcontractor Cost Or Pricing Data—Modifications (Oct 2010)</td>
<td>9</td>
</tr>
<tr>
<td>27. Price Reduction For Defective Certified Cost Or Pricing Data (Aug 2011)</td>
<td>9</td>
</tr>
<tr>
<td>28. Price Reduction For Defective Certified Cost Or Pricing Data—Modifications (Aug 2011)</td>
<td>9</td>
</tr>
<tr>
<td>29. Specifications And Drawings For Construction (Oct 1999)</td>
<td>9</td>
</tr>
<tr>
<td>30. Site Investigation And Conditions Affecting The Work (Oct 1999)</td>
<td>10</td>
</tr>
<tr>
<td>31. Differing Site Conditions (Oct 1999)</td>
<td>10</td>
</tr>
<tr>
<td>32. Prohibition Of Segregated Facilities (Feb 1999)</td>
<td>10</td>
</tr>
<tr>
<td>33. Changes (June 2007)</td>
<td>10</td>
</tr>
<tr>
<td>34. Superintendent By The Contractor (Oct 1999)</td>
<td>10</td>
</tr>
<tr>
<td>35. Material And Workmanship (Mar 2003)</td>
<td>10</td>
</tr>
<tr>
<td>36. Payments (Feb 2004)</td>
<td>10</td>
</tr>
<tr>
<td>37. Bankruptcy (Jul 1999)</td>
<td>11</td>
</tr>
<tr>
<td>38. Inspection Of Construction (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>39. Schedules For Construction Contracts (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>40. Permits And Responsibilities (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>41. Use And Possession Prior To Completion (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>42. Environment, Safety And Health (Feb 2007)</td>
<td>11</td>
</tr>
<tr>
<td>43. Environmental Protection (May 2001)</td>
<td>11</td>
</tr>
<tr>
<td>44. Limitations Period (May 2001)</td>
<td>11</td>
</tr>
<tr>
<td>45. Assignment And Subcontracting (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>46. Subcontracts For Commercial Items (Dec 2010)</td>
<td>13</td>
</tr>
<tr>
<td>47. Non-Waiver Of Defaults (Oct 1999)</td>
<td>14</td>
</tr>
<tr>
<td>48. Warranty Of Construction (Oct 1999)</td>
<td>14</td>
</tr>
<tr>
<td>49. Bonds And Insurance (Oct 1999)</td>
<td>14</td>
</tr>
<tr>
<td>50. Additional Bond Security (Oct 1999)</td>
<td>14</td>
</tr>
<tr>
<td>51. Other Contracts (Oct 1999)</td>
<td>14</td>
</tr>
<tr>
<td>52. Buy American Act—Construction Materials (Sep 2010)</td>
<td>14</td>
</tr>
<tr>
<td>53. Government/Laboratory Property (Oct 1999)</td>
<td>15</td>
</tr>
<tr>
<td>54. Suspension Of Work (Oct 1999)</td>
<td>16</td>
</tr>
<tr>
<td>56. Davis-Bacon Act (July 2010)</td>
<td>16</td>
</tr>
<tr>
<td>57. Davis-Bacon Act – Price Adjustment (None Or Separately Specified Method) (Dec 2001)</td>
<td>17</td>
</tr>
<tr>
<td>58. Withholding Of Funds (Feb 1988)</td>
<td>17</td>
</tr>
<tr>
<td>59. Payrolls And Basic Records (June 2010)</td>
<td>17</td>
</tr>
<tr>
<td>60. Apprentices And Trainees (July 2005)</td>
<td>17</td>
</tr>
<tr>
<td>61. Compliance With Copeland Act Requirements (Feb 1988)</td>
<td>17</td>
</tr>
<tr>
<td>62. Subcontracts (Labor Standards) (July 2005)</td>
<td>17</td>
</tr>
<tr>
<td>63. Contract Termination - Debarment (Feb 1988)</td>
<td>18</td>
</tr>
<tr>
<td>64. Compliance With Davis-Bacon And Related Act Regulations (Feb 1988)</td>
<td>18</td>
</tr>
<tr>
<td>65. Disputes Concerning Labor Standards (Feb 1988)</td>
<td>18</td>
</tr>
<tr>
<td>66. Certification Of Eligibility (Feb 1988)</td>
<td>18</td>
</tr>
<tr>
<td>67. Approval Of Wage Rates (Oct 1999)</td>
<td>18</td>
</tr>
<tr>
<td>68. Affirmative Action Compliance Requirements For Construction (Feb 1999)</td>
<td>18</td>
</tr>
<tr>
<td>69. Federal, State, And Local Taxes (Apr 2003)</td>
<td>19</td>
</tr>
<tr>
<td>70. Termination For Convenience Of The Government (Fixed-Price) (May 2004)</td>
<td>19</td>
</tr>
<tr>
<td>71. Default (Oct 1999)</td>
<td>20</td>
</tr>
<tr>
<td>72. Anti-Kickback Procedures (Oct 2010)</td>
<td>20</td>
</tr>
<tr>
<td>73. Restriction On Certain Foreign Purchases (Jun 2008)</td>
<td>21</td>
</tr>
<tr>
<td>74. Restrictions On Subcontractor Sales To The Government (Sep 2006)</td>
<td>21</td>
</tr>
<tr>
<td>75. Whistleblower Protection For Contractor Employees (Dec 2000)</td>
<td>21</td>
</tr>
<tr>
<td>76. Combating Trafficking In Persons (Feb 2009)</td>
<td>21</td>
</tr>
<tr>
<td>77. Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)</td>
<td>21</td>
</tr>
<tr>
<td>78. Accounts, Records, And Inspection (Dec 2010)</td>
<td>22</td>
</tr>
<tr>
<td>79. Laboratory Site Access And /Or Participation In Activities By Non-U.S. Nationals (Dec 2004)</td>
<td>23</td>
</tr>
<tr>
<td>81. Export Control Information For Foreign Travel (Nov 2002)</td>
<td>23</td>
</tr>
<tr>
<td>82. Vehicle Liability Insurance Coverage (May 2001)</td>
<td>23</td>
</tr>
<tr>
<td>83. Contractor Policy To Ban Text Messaging While Driving (Sep 2010)</td>
<td>23</td>
</tr>
<tr>
<td>84. Integration Clause (May 2001)</td>
<td>23</td>
</tr>
<tr>
<td>85. Technical Standards Program (Feb 2011)</td>
<td>23</td>
</tr>
<tr>
<td>86. Suspect Counterfeit Parts (Dec 2007)</td>
<td>23</td>
</tr>
</tbody>
</table>
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.

"Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has not yet met the eligible criteria contained in the Department of Energy guidance for contractor workforce restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its laboratories in the Department's contractor, where the position is available.

(c) Notice.

The Department of Energy guidance for contractor workforce restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(d) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403 expected to exceed $500,000).

3. COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) Applicability.

This clause applies to all contracts for the sale of new or used power plants or equipment in excess of $100,000.

(b) Definition.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(c) Notice.

This clause shall be included in subcontracts at any tier (except for commercial items pursuant to 41 U.S.C. 403 expected to exceed $500,000).

(d) The contractor shall include the term and conditions of this clause in every subcontract with a value in excess of $100,000 unless exempted by rules, regulations, or orders of the Secretary of Labor.

(e) Definitions.

As used in this clause, "duly authorized official," means an individual who is authorized to act as such by the Secretary of Labor.

"Executive order," as used in this clause, means any rule, regulation, or other provision of law issued by the President of the United States.

"Federal Contractor Veterans’ Employment Report (VETS-100A Report)." This clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent month preceding the ending date selected for the report. Contractors may select an ending date—

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

2. As of December 31, if the contractor has prior written approval from the Equal Employment Opportunity Commission for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(i) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-1.4, 41 CFR 60-2.4, and 41 CFR 60-2.5).

(ii) "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 armed force of a foreign nation.

(iii) "Recently separated veteran" means any veteran of a United States military service who had an initial discharge from service after 3 years or more of service.

(b) The contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans’ Employment Report (VETS-100A Report)."

(c) The contractor shall submit VETS-100A Reports no later than September 30 of each year.

(d) The contractor shall maintain active and current records pertaining to the operation of this clause.

(e) The contractor shall include the term and conditions of this clause in subcontracts with a value in excess of $100,000 or more exempted by rules, regulations, or orders of the Secretary of Labor.

5. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

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

(a) Definitions.

As used in this clause, "Armed Forces service medal veteran," means any veteran who served on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 13985 (61 FR 12099).

"Disabled veteran" means—

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

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

(iii) Executive and senior management means—

(e) Any employee—

(i) Comprised 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, exclusive of board, lodging or other facilities); or

(ii) Whose primary duty consists of the maintenance or operation of the enterprise in which the individual is employed or of a size or extent specified by the Secretary of Veterans Affairs.

(f) Any employee—

(i) Whose primary duty consists of the maintenance or operation of the enterprise in which the individual is employed or of a size or extent specified by the Secretary of Veterans Affairs.

(ii) Any employee—

(a) Any employee—

(i) Whose primary duty consists of the maintenance or operation of the enterprise in which the individual is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
“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 by 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 affiliates, subsidiaries, or parent companies, but includes any openings the Contractor proposes to fill from regularly established “recall” lists.

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. See 41 CFR Part 60-300, Subpart C.

(f) General.

(1) 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, Armed Forces service medal veteran, or Armed Forces service medical 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 disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medical veteran, and other protected veteran in all employment practices including the following:

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

(ii) Hiring, upgrading, promotion, 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, and on-the-job training under 38 U.S.C. 3677, professional meetings, conferences, and other related activities.

(viii) Activities sponsored by the Contractor including social or recreational programs.

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

(x) Notice of employee rights under Federal Labor Laws - 11x8.5-inch two-page format (PDF)

The Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

3. The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

4. The Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, all 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 that contains the full text of the poster must be posted on the sign in each location, must read, “Important Notice About Employee Rights to Organize and Bargain Collectively With Their Employer.”

4. 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, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

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

(3) Downloaded and printed from the Department’s Federal Contract Compliance Web site at http://www.dol.gov/olmsregs/compliance/OE13496.htm; or

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

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

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

2. The Contractor shall not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.4 and 471.5, and in part 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements Executive Order 13496 or as otherwise provided by law.

2. Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in every subcontract (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item), or

(2) Has a value of more than $3,000; and

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

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

9. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Appplies to: (i) Commercial or noncommercial services (except for commercial services that are part of the Contract) or a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item), or

(ii) Subcontracts.

(a) Definitions. As used in this clause—

Commerically available off-the-shelf (COTS) item—

• Means any item not unique to a particular contractor;

• Commercial item (as defined in paragraph (1)(i) of the definition at 2.101);

• Sold in substantial quantities (e.g., at least 50,000 units); and

• Offered to the Government, without modification, in the same form in which it is sold commercially.

• 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. Per 46 CFR 13496(a)(2), “bulk cargo” is carried on a vessel operating without mark or count, in a loose unpackaged form, having homogeneous characteristics, bulk cargo loaded into intermodal equipment, except LASH or Seaabe bargain, is subject to mark and count and, therefore, ceases to be bulk cargo.

3. Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

8. NOTICE OF EMPLOYMENT RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

1. During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, all 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 that contains the full text of the poster must be posted on the sign in each location, must read, “Important Notice About Employee Rights to Organize and Bargain Collectively With Their Employer.”

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

3. The Contractor shall not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.4 and 471.5, and in part 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements Executive Order 13496 or as otherwise provided by law.

4. Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in every subcontract (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item), or

(2) Has a value of more than $3,000; and

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

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

7. NOTIFICATION OF EMPLOYMENT RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR 2010)

[APPLIES TO CONTRACTS EQUAL TO OR GREATER THAN $10,000]

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA). The notice relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA and how they can organize their employers and to engage in other protected concerted activity. Additionally, the notice provides examples of illegal conduct by employers, unions, and employees.

Executive Order 13496 Notice of Employee Rights, in Adobe Reader (.pdf) format, can be downloaded from:

http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_final.pdf . If you are not able to download the notice, or if you seek a hard copy of the notice, you can send a request to dms-publicinfo@dol.gov or call (202) 693-0123. Contractors may also reproduce and use exact duplicate copies of the official notice.

• Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

• Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x7-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)
“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to have a Federal Contractor E-Verify ORCA MOU. An employee is not considered to be directly performing work under a contract if the employee—

1. Is for—
   a. Commercial or noncommercial services (except for commercial services that are normally performed as a part of the purchase of a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or
   b. Construction;

2. Has a value of more than $3,000; and

3. Is performed in the United States.

231.003.

1. When no longer needed for contract performance.

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

c. At the end of the contract.

d. When the contract is terminated.

2. After final payment to the Contractor.

3. The Contractor shall comply with the regulations set forth in the U.S. Code of Federal Regulations (CFR) Title 10, Part 730, Domestic Special Nuclear Material, and all applicable State and local regulations.

11. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (COT 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 disability. The Contractor agrees to take affirmative action to employ and advance in employment qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

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

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, recall, and return to work,

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

(b) Subcontracts.

(1) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 791 et seq. (the Act), as amended.

(2) The Contractor agrees to comply with any post-award notices stating—

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

(ii) The rights of applicants and employees with disabilities.

(3) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read a visually impaired individual, or may lower the position notice so that physically disabled individuals can read it).

(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.

12. SECURITY (MAR 2011)

a. Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations, control classified information and classified matter (including documents, material and special nuclear material) which are in the possession of the Contractor, to protect against unauthorized disclosure, including that which—

(1) Primarily relates to the military utilization of atomic weapons; and

(2) Can be adequately protected as part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or

(b) Domestic Special Nuclear Material. The term Domestic Special Nuclear Material includes all classified matter (including documents, material and special nuclear material) which are in the possession of the Contractor and includes—

(1) Restricted Data.

(2) Special Nuclear Material.

(3) Nuclear Criticality Information.

(4) Designated Data.

(5) DOE Security Information.

(6) Radioactive Material.

(c) Security Information. As used in this clause, “Security Information” includes classified information and material that—

(1) Primarily relates to the military utilization of atomic weapons; and

(2) Can be adequately protected as part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or

(d) Nuclear Criticality Information. The term Nuclear Criticality Information includes classified information and material that—

(1) Primarily relates to the military utilization of atomic weapons; and

(2) Can be adequately protected as part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or

(e) Designated Data. The term “Designated Data” means any information, data, or material that the contractor has designated as requiring a different level of protection than that specified in this clause (other than controlled foreign data). The contractor may designate such information, data, or material as requiring a different level of protection if it is reasonable to do so.

(f) DOE Security Information. As used in this clause, “DOE Security Information” includes classified information and material that—

(1) Primarily relates to the military utilization of atomic weapons; and

(2) Can be adequately protected as part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or

(g) Controlled Foreign Data. The term “Controlled Foreign Data” includes any information, data, or material that is subject to foreign government security requirements and regulations that—

(1) Primarily relates to the military utilization of atomic weapons; and

(2) Can be adequately protected as part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or

(h) Radioactive Material. The term “Radioactive Material” means any information, data, or material that—

(1) Primarily relates to the military utilization of atomic weapons; and

(2) Can be adequately protected as part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or

(i) DOE Sites. The term “DOE Sites” includes DOE facilities, DOE property, DOE programs, and DOE Projects, activities, and programs as those terms are defined in the DOE Security Information, as amended, or any predecessor order, to require protection against
g. Definition of Special Nuclear Material. The term "special nuclear material" means: (1) any material artificially enriched by any of the foregoing, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

h. Access authorizations of personnel.

1. The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in the manner specified by the Federal Classifiers and the DOE does not require 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 707.4, an initial reinvestigation will be required and, if applicable, adjudication. The Contractor shall notify the individual of the types of questions that will be asked, the impact of a negative determination, and that the individual will be required to undergo a polygraph examination. The Contractor shall not request the individual to provide criminal background information unless it is necessary to the performance of the contract. The individual shall be provided with an opportunity to contest the determination of any negative findings.

2. The Contractor shall conduct a thorough review, as defined at 48 CFR 944.401, of an uncleared applicant or uncleared employee. If the contractor determines that the applicant or employee has access to classified or special nuclear material to which access is required.

3. If the cognizant security office at any time determines that the Contractor is, or is about to become, the possessor of any classified information, special nuclear material, or other Government property that may involve access to classified information.

4. The contractor or subcontractor shall ensure that any document or material that may contain classified information is handled in accordance with the procedures established by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not handled as classified, classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information is provided.

5. The contractor or subcontractor shall ensure that existing classified documents (either Restricted Data or Formerly Restricted Data) are to be declassified. Declassified documents then shall be reviewed to determine if they are still actively releasable. Decreased documents are declassified and determined to be publicly releasable are to be made available to the public in accordance with the Freedom of Information Act. Access to classified information is possible while maintaining security costs.

13. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy’s regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or materials. In this section, “information” means facts, data, or knowledge; “document” means the physical medium on or in which information is recorded; and “material” means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is “Restricted Data” and “Formerly Restricted Data” classified under the Atomic Energy Act of 1944, as amended) and the “National Security Information” (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherency Government function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (also known as “Government contractors”) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that contains classified information is handled in accordance with the procedures established by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not handled as classified, classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information is provided.

In addition, the contractor or subcontractor shall ensure that existing classified documents (either Restricted Data or Formerly Restricted Data) are to be declassified. Declassified documents then shall be reviewed to determine if they are still actively releasable. Decreased documents are declassified and determined to be publicly releasable are to be made available to the public in accordance with the Freedom of Information Act. Access to classified information is possible while maintaining security costs.

14. CLEAN AIR AND WATER (APR 1984)

(a) “Air Act,” as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.). “Air quality standards,” as used in this clause, means --

(1) Any enforceable rules, regulations, guidelines, standards, limits, orders, controls, or procedures, including those issued by Federal, State, or local authorities for the protection of the public health or welfare or the environment.
(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or a water pollution control agency under the Water Act or related regulations.
(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or 7411(d)).
(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

(b) “Clean water standards,” as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or related regulations.
(1) Any enforceable rules, regulations, guidelines, standards, limits, orders, controls, or procedures, including those issued by Federal, State, or local authorities for the protection of the public health or welfare or the environment.
(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or a water pollution control agency under the Water Act or related regulations.
(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or 7411(d)).
(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

“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 related regulations.

Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel or other facility, craft, equipment, or structure, or combination of such, which is operated or used by the Contractor or any Subcontractor to produce or to use, process, store, or transport, or otherwise dispose of any hazardous waste or other waste or to carry out any other activity involving such waste or hazardous wastes.

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

(a) Definition. As used in this clause—

"Efficient product”—

(1) Means a product that—

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

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

(b) The term "product" does not include any energy-consuming product of system designed for combat or combat-related missions (41 U.S.C. 6004).

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

(1) Delivered;

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

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

(4) Furnished to a Federal entity in the course of construction, renovation, or maintenance; and

(5) Furnished to a Federal entity in the course of construction, renovation, or maintenance, except this paragraph (e).

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

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

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

(e) Information about these products is available at()

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


16. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)) and the Toxic Substances Control Act of 1976 (15 U.S.C. 1318). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R report within 90 days after the end of the calendar year for which the Form R report was submitted.

(b) A Contractor operated or owned facility in the performance of this contract is exempt from the requirement to file an annual Form R if—

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65; and

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(c) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(b) of EPCRA, 42 U.S.C. 11023(b)(2) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(d) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1018, and 1094);

(ii) Major group code 12 (except 1241);

(iii) Major group codes 20 through 39;

(iv) Industry code 4911, 4913, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce);

(v) Industry code 4931 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5101, 5117, 7389 (limited to facilities primarily engaged in solvent recovery services on a fee or lease basis); and

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

(e) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (c) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt—

(1) The Contractor shall file a Toxic Chemical Release Inventory Form (Form R) for the prior calendar year during which the facility becomes eligible; and

(2) The Contractor shall file, for each facility subject to Form R filing and reporting requirements, the annual Form R report within 90 days after the end of the calendar year for which the Form R report was submitted.

(f) The Contractor shall notify the Laboratory Procurement Representative; and

(1) For competitive subcontracts exceeding $100,000, the Contractor shall include a solicitation provision substantially the same as the provision at FAR 52.222-13, Certification of Toxic Chemical Release Inventory Form and Reporting Requirements, that any contractor engaged by ocean vessel are—

(i) Acquired for a U.S. government account;

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

(iii) Furnished for the account of a foreign nation in connection with which the United States provides assistance funds that are not provided by the contractor; or

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

(g) The contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved in the transportation of personnel (and their personal effects) or property, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(h) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment.

(1) To the Authorized Laboratory Procurement Official, and

(2) To the Office of Contracting, Maritime Administration (MAR-590)

400 Seventh Street, SW

Washington DC 20590

17. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

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

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1946, as amended, set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract; or

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

(b) Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activities of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 0930-007).

(c) The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses and certification of the contractor's license and appropriate personal radiation protection are in place to institute any necessary precautions and health precautions. See FAR 23.601(d).

(d) If the Contractor has been notified of the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor shall notify the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a)(3) of this clause. Any such notice shall—

(1) Be submitted in writing;

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

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

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

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 12412(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of personnel, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo lines, and tankers). Such transportation shall be accomplished when it subcontracts items for f.o.b. destination shipment); or

(b) Where the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

(c) 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.

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

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

(a) Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "Ports of origin" means ports or other locations in the United States from which air transportation begins. "Port of destination" means the location in the United States to which air transportation ends. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40112) requires that all U.S.-flag air carriers and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) to, or from, ports of origin or ports of destination, unless the use of a foreign air carrier is authorized by the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation to utilize expenditures funds, appropriated or otherwise established for the account of the United States, for international air transportation secured abroad a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation): [State reasons].
20. APPLICABLE LAW (OCT 1999)

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

21. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This clause does not apply to small business concerns.

a. Definitions 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, as amended (43 U.S.C. 1601, et seq.) and which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

   "Contractor" means the party to the contract, including its subcontractors.

   "Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups, including the corporations organized by those eligible under the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), and the Kiowa, the Cherokee, and the Iroquois as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as being eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Indian Tribes" means any Indian tribe or tribal organization that is recognized by the Federal Government as an eligible recipient of services from the Bureau of Indian Affairs.

   "Master 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 planning in support of the specific contract except that indirect costs incurred on a contract or joint project may not be included on a prorated basis in the plan.

   "Offeror" means the party to the contract, including its subcontractors.

   "Primary source list" means a list of the types of supplies and services that will be subcontracted that will be generated by the prime contractor or the ANC or Indian tribe designated to serve as the prime contractor.

   "Prime contractor" means the contractor that awarded the subcontract.

   "Proposed subcontracting program" means a description of the process by which the offeror will solicit the identification of and contact with subcontractors.

   "Small business concern" means any concern that meets the size standard prescribed by the Administrator of the Small Business Administration for the concern’s primary industry.

   "Small disadvantaged business concern" means a small business concern that is owned and controlled by socially and economically disadvantaged individuals. This term includes any such concern that is a subcontractor to a prime contractor. Socially and economically disadvantaged individuals include black and other minorities, small business concerns, and other socially and economically disadvantaged individuals, including Indian and Native American Indians.

   "Small disadvantaged business concern (including ANC and Indian tribes)" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Small disadvantaged business concern (including Indian tribes)" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Small disadvantaged business concern (including Native American Indians)" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Small disadvantaged business concern (including tribes that have not been certified)" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Small disadvantaged business concern (including tribes that have not been certified and that are not small businesses)" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Small disadvantaged business concern (including tribes that have not been certified and that are not small businesses and that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts))" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Small disadvantaged business concern (including tribes that have not been certified, that are not small businesses, and that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts))" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Small disadvantaged business concern (including tribes that have not been certified, that are not small businesses, and that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts))" means any small business concern that is owned and controlled by socially and economically disadvantaged individuals that receive subcontracts in excess of $650,000 ($1.5 million for construction contracts) and are designated by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c).

   "Subcontract" means a contract, order, agreement, or other arrangement for the procurement of supplies or services or for the performance of work or services that is to be performed by a contractor other than the offeror.

   "Subcontracting goals" means any achievement goals for subcontracting that the offeror establishes for either the offeror’s total projected sales, expressed in dollars, and the total value of the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred on a contract or joint project may not be included on a prorated basis in the plan.

   "Subcontracting 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 planning in support of the specific contract except that indirect costs incurred on a contract or joint project may not be included on a prorated basis in the plan.

   "Subcontracting program" means a description of the process by which the offeror will solicit the identification of and contact with subcontractors.

   "Subcontractor" means the party to the subcontract, including its subcontractors.

   "Sum of the subcontractor’s prospective plans for the contract period" means the sum of the subcontractor’s prospective plans for the contract period, expressed in dollars, and the total value of the subcontractor’s prospective plans for the contract period, expressed in dollars.

   "Sum of the offeror’s total projected sales, expressed in dollars, and the total value of the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred on a contract or joint project may not be included on a prorated basis in the plan."
d. In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

1. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small businesses with contract administration, subcontracting, and performance.

2. At each industrial area level, the contractor will define the subcontracting opportunities for subcontracting plans for subcontracts performed outside the United States and its outlying areas. Reports shall be submitted at each such small business concern an opportunity to compete over a period of time.

3. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small businesses, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all subcontracting plans.

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

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, small disadvantaged business or for the failure to obtain small, veteran-owned small business plans, of obtaining a subcontract that is to be included as part of all of a goal contained in the Contractor’s subcontracting plan.

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

7. All subcontractors shall submit copies of the approved master plan, including evidence of its approval, to the individual subcontractor.

f. In commercial plans, a plan is intended type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offer of planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government does not require a separate subcontracting plan from the Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

8. Prior compliance of the offer with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

9. A contractor may not have more than one plan. If a contractor chooses to submit more than one plan, the contract shall be awarded to the plan that is found to be the most advantageous to the Government.

10. The master plan has been approved.

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

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

All contractors are required to maintain a current record of subcontracting plans. This record shall be maintained in a manner appropriate to the contractor's operations, and shall be updated as necessary.

22. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) – Applies To Contracts That Exceed $30,000 In Value

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

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

(i) A commercial item (as defined in paragraph (c) of the definition in FAR 2.101; (ii) Sold in accordance with the commercial marketplace, and

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

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 210) and forest products and petroleum products.

(b) The Government suspends or debar contractors to protect the Government’s interests. Other than in the case of a subcontract for a major weapon system, the Contractor shall not enter into any subcontract in excess of $30,000 with a contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value to certify that it meets the definition of a COTS item available off-the-shelf, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any executive agency.

(d) A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Administrator in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following—

(1) The name of the subcontractor;

(2) The contractor’s knowledge of the reason for the subcontractor being in the Excluded Parties List System;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System;

(4) The systems and procedures the Contractor has established to ensure that it is complying with the requirements of this clause; and

(e) The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(i) Exceeds $50,000 in value,

(ii) Is not a subcontract for commercially available off-the-shelf items.

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

(a) The contractor has knowledge that any actual or potential labor dispute is delaying or preventing delivery of the Government's requirements or that settlement of a labor dispute is immediately required, including all relevant information, to the Laboratory.

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in each contract or subcontract to which the clause applies with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment. This clause includes the requirements of this clause, including this paragraph (b) (appropriately modified for the identification of the parties), in each subcontract that—

(i) Exceeds $50,000 in value,

(ii) Is not a subcontract for commercially available off-the-shelf items.
inmediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

24. REPORTS (OCT 1997)

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

25. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before 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 I-2 (to include information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 on the date of agreement on price or the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data would be allowed against the amount of a contract price reduction if—

(i) The contractor certified to the Contracting Officer that, to the best of its knowledge, opinion, and belief, the Contractor is entitled to the offset in the amount requested; and

(ii) The Contracting Officer determines that the subcontractor failed to provide the contractor with the subcontractor’s cost or pricing data at the time it modified the contract price.

26. 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.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408. Table I-2 (to include information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 on the date of agreement on the modified contract price, that, to the best of its knowledge, opinion, and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the modified contract price.

(d) Any reduction 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 applicable overhead and profit markup, by which (1) the actual subcontract price was not itself affected by defective certified cost or pricing data; or (2) the actual cost to the Contractor, if there was no subcontract, was less than what the Contractor would have been required to pay for the subcontract; or

(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 Contractor’s Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(e) Any reduction in the contract price under this clause becomes effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government would have been paid at the rate of interest applicable under the contract price reduction.

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

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

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

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

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

(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 Contractor’s Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

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

(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 Contractor’s Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

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

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

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because—

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

(c) Any reduction 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 applicable overhead and profit markup, by which (1) the actual subcontract price was not itself affected by defective certified cost or pricing data; or (2) the actual cost to the Contractor, if there was no subcontract, was less than what the Contractor would have been required to pay for the subcontract; or

(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 Contractor’s Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid.

(e) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government would have been paid interest at the rate of interest applicable under the contract price reduction effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622.

29. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (OCT 1999)

(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 shall be disregarded. Any clarification of the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the change shall, to the extent of the difference, be incorporated in the drawings, in the specifications, or in both, as the case may be. In case of any conflict, the figures in the drawings, or in the specifications, the matter shall be promptly submitted to the Laboratory, who shall promptly make a determination. Should either the Contractor or subcontractor fail to make such a determination 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 directed by the Laboratory.

(b) Wherever in the specifications or upon the drawings words are “replaced with”, “represented by”, “designed with”, prescribed by; the words “as specified” or “as shown” or “as required” shall be replaced with; “as specified” or “as shown” or “as required” or “as directed” and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by,” “acceptable to,” “satisfactory to” the Laboratory, unless otherwise expressly stated.

9
30. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (OCT 1999)

(a) The contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

(1) A description of the project, including pertinent data of the work, all conditions which can affect the work or its cost;

(2) An analysis of factors which can result in the formation of cracks, voids, or caverns during excavation or construction.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities because of written or oral policies or employee custom. The term does not include any employee custom or practice that a reasonable person would not construe to be segregated facilities.

(c) The contractor shall furnish a complete set of reproductions of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(d) This clause shall be included in all subcontracts at any tier.

31. DIFFERING SITE CONDITIONS (OCT 1999)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be treated as if they were furnished and installed by the Government unless specifically provided for in this contract.

(b) The contractor shall directly superintend the work or assign and have on the work a competent person.

(c) The contractor shall provide full information concerning the material or articles.

(d) If shop drawings show variations from the contract requirements, the contractor shall describe the variations in writing, separate from the drawings, at the time of submission. If the Laboratory approves any such variation, the contractor shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

32. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

(b) Shop drawings means drawings submitted to the Laboratory by the contractor, subcontractor, any sub-subcontractor, supplier or other separate part of the contract, showing full details of proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and function) of materials, equipment, and other items of necessary or legal detail.

33. CHANGES (JUNE 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if, in the opinion of the Contracting Officer, changes in the work are required in the general interest of the work, including changes in:

(1) [List of changes]

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities exist.

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

34. 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 continuously 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.

35. MATERIAL AND WORKMANSHIP (MAR 2003)

(a) All materials, equipment, and articles incorporated into the work covered by this contract shall be of the quality required by the contract and by any written or oral instructions of the Laboratory.

(b) The contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, nature and rating of the machinery and mechanical and other equipment. The contractor shall prepare a list of specifications and a bill of materials for each separate building, public work, or other division of the contract, for which the price is stated in the proposal for the specific division.

36. PAYMENTS (FEB 2004)

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

(b) The contractor shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Laboratory, on requests by the Laboratory for progress payments.

(c) In making these progress payments, there shall be retained 10 percent of the estimated cost of the contract, which shall be released in increments of 5 percent each time a progress payment is made. If requested by the Laboratory, the contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, nature and rating of the machinery and mechanical and other equipment; the list of specifications and a bill of materials for each separate building, public work, or other division of the contract, for which the price is stated in the proposal for the specific division.
a direct item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.

2. Auditing: The contractor shall submit all invoices to the Laboratory in accordance with the Instrumentation Contract. All invoices must be in accordance with the terms of the contract. The contractor shall submit all invoices to the Laboratory in accordance with the terms of the contract.

3. If the contractor fails to submit an invoice for goods or services rendered, the Laboratory shall not be liable for any damages or losses resulting therefrom.

4. The Laboratory shall pay the amount due the contractor under this contract after --

5. The contractor shall furnish the Laboratory with a list of items of work remaining to be performed or corrected on the project. The list shall be in accordance with the terms of the contract.

6. The contractor shall comply with all regulations and requirements of this clause, including the National Fire Protection Association (NFPA) codes and standards, and any other applicable codes and standards.

7. The contractor shall be responsible for all damages to persons or property that occur as a result of the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

8. The contractor shall, with additional instructions to the Laboratory for obtaining any necessary information and permission, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The contractor shall also be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

9. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

10. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

11. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

12. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

13. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

14. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

15. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.

16. The contractor shall be responsible for the costs of any damage caused by the contractor's fault or 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 in accordance with the conditions of the entire contract, except for any completed unit of work which may have been accepted under the contract.
4. The contractor is not authorized to dispose of any material on-site unless written approvals are obtained from the Laboratory. This includes but is not limited to the use of garbage and recycling dumpsters, the sale of buildings, and discharges to the sewer systems. Violations shall be immediately reported to the Project Specialist.

B. Contractor Environment, Safety and Health (ES&H) Program and Implementation Plan

1. Within 10 (ten) calendar days after this contract begins, the contractor shall submit its ES&H Program, also referred to as the Corporate Safety Plan (CSP), which contains all programs that are relevant to the contractor's business activities and at a minimum shall contain all highlighted areas of the ES&H Program and Implementation Plan Review Guide (EQ-526), and Implementation Plan encompassing all applicable aspects of Title 29 of the Code of Federal Regulations (C.F.R.); Part 1910, "Occupational Safety and Health Standards for General Industry," Part 1926, "Safety and Health Regulations for Construction," and 40 CFR 1910.1005, "ES&H Program and Implementation Plan." The contractor is required to comply with the requirements set forth in this plan. The contractor's ES&H Program and Implementation Plan must be signed by a responsible company officer and as a minimum shall include the provisions set forth below:
   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 excavation, scaffolding, and confined space entry, etc., as required by the scope of work and/or work 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. A list of all ES&H requirements listed in the contract, including the specifications;
   g. Employee's right to file a complaint with DOE;
   h. Drug-Free Workplace requirements; and
   i. Disciplinary policy and procedures.

2. The contractor's ES&H 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 found to be in compliance, the Laboratory will approve the plan. Otherwise, it will be returned to the contractor for revision comments on areas not in compliance. A pre-construction meeting will be held, and field plans will be based on this plan. Any revisions subsequent to the initial approval shall be submitted and approved prior to the contractor's implementation of these revisions.

3. The contractor is responsible for reviewing and approving its subcontractors' 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. If the contractor has approved an 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.

C. Job Environmental Protection Plan

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 detailed in the project specifications. All modifications to these plans shall be approved prior to implementation. If changes are made to the project work scope that affect these plans, the plans shall be updated by the contractor and approved by the Laboratory prior to implementation.

D. Job Safety Analysis (JSA)

1. The contractor must submit within ten (10) calendar days after contract award and have approved, prior to the pre-construction meeting, a job safety analysis (ANL-209C) which details the hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDSs) for all chemicals used or brought on-site are to be submitted as part of this analysis. (A sample JSA form was provided in the solicitation documents.)

2. Specific procedures in the areas of fall protection, excavation, trenching, confined space, energized electrical work, asbestos abatement, and hoisting and rigging are required as job conditions change. The contractor shall address these activities in the JSA and approved prior to starting work. Names and qualifications of competent persons as defined by OSHA must be submitted for approval a minimum of seven (7) days prior to the start of those activities. Laboratory approval must be obtained prior to starting any job activity requiring an OSHA-defined competent person.

3. The contractor's ES&H Representative shall provide a Job Safety Orientation to all contractor and subcontractor employees prior to their starting work. The orientation, as a minimum, shall include a required written review of and plans, all applicable JSA's, and review of the emergency numbers, egress routes and assembly points. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. The signature shall be witnessed at the end of the JSA and retained by the project manager or his/her representatives. Allow three (3) business days to process this variance.

4. The Job Safety Analysis must be formally revised to incorporate changes as required by modifications in work scope or changes in the project work scope taking place.

5. All employees affected by any revisions to the approved JSA shall be notified and advised by the contractor consistent with D.3 above.

6. For projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager and renegotiation of the contract the deadline referred to in D.3 above may be extended by agreement.

E. Contractor ES&H Representative

The contractor shall designate and identify a competent member of their organization whose duty shall be the implementation of the contractor's ES&H Program on the Laboratory site.

1. The contractor shall submit the names and qualifications of the ES&H Representative and alternates to the Laboratory for approval prior to assignment of duties.

2. The ES&H Representative shall attend the pre-construction meeting and be present at all work to be performed on site by the contractor or subcontractor. If the ES&H Representative is not present, the contractor shall designate and notify the Laboratory of an alternate.

3. Duties include, but are not limited to: enforcing the company safety program as well as Argonne requirements, providing job specific safety orientation, prevention of accidents, investigation of incidents/accident and Safety Violations, making daily inspections, and reporting related safety information.

4. The ES&H Representative must have the authority to stop work and change the operation to correct any deficiencies set forth in any hazards.

5. The ES&H Representative shall have, as a minimum, training equivalent to the OSHA 10 hour course in construction safety before field work at Argonne began. Documented evidence of attendance, issued by the OSHA certifier, shall be submitted to the Laboratory for approval.

F. Environmental, Safety and Health Documentation

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 includes, but is not limited to the use of forklifts, cranes, auger, suspended scaffolds, winches, spreader beams, and lifting devices.

2. If the contractor intends to administer first aid or Cardio Pulmonary Resuscitation (CPR), the contract shall be modified by approval prior to commencement of work. The names of the employees who will administer first aid or CPR, along with current certification. This list must be submitted to the Laboratory.

3. Material Safety Data Sheets (MSDSs) must be maintained by the contractor at the job site. MSDSs for all products and materials brought on site shall be posted on the contractor's bulletin board. In addition, all MSDSs must be submitted as part of the Construction Job Safety Analysis.

4. The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary licenses.

G. Variance Requests

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

H. ES&H Orientation and Site Access

All contractor personnel are to attend ES&H orientation before starting work at the site. The training consists of two parts, Contractor Safety Orientation (CSO) provided by the Laboratory and job specific safety orientation conducted by the contractor. The CSO lasts approximately one and one-half hours. This orientation is required on an annual basis. Upon completion of the orientation, each employee will receive a wallet card that must be presented to Laboratory personnel upon request. Upon completion of the orientation, a gate pass will be issued to the contractor employee for the duration of the work or for a length of time to be decided by the Project Specialist. This pass is required for site access and is to be left at the name gate after work each day. Items found out of compliance shall be removed immediately from service, tagged out of service and taken off site by the contractor by the end of that work shift.

I. Laboratory Site Rules

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

1. Possession of weapons, firearms, ammunition, explosives or any other apparatus or materials that may impair laboratory safety or personal security.

2. Possession or illegal use of controlled substances or intoxicants or being under their influence.

3. Indecent behavior of any kind.

4. Sealing, misuse or destruction of Laboratory or Government property.

5. Violation of site traffic and parking regulations.

6. Loitering outside designated construction areas.

7. Using Laboratory facilities such as the Catenaria and washrooms while wearing extremely dirty or contaminated clothes and shoes.

K. Laboratory Site ES&H Requirements

1. All requirements to be included in the contractor's ES&H Program and Implementation Plan on the job site.

2. The Laboratory conducts work through the use of on-site permits. All required permits will be identified to the contractor and the Laboratory will arrange for all necessary permits. There is no cost to the contractor for any Laboratory permits and no work activity shall be performed without the required permits. Such permits include work completion, work area clearance, and liability insurance. Work is not to be performed at Emergency entry, digging, moving Government or Laboratory property off site, and removing asbestos. When coring, cutting or drilling through floors, walls, ceilings and exterior foundation walls, the contractor shall follow the Blind Perforation Checklist. The contractor shall comply with all restrictions and requirements, including submit a written list of names of qualified operators and x-ray equipment on site must be approved 48 hours in advance. All coring and penetrating equipment shall be properly grounded. The use of powder activated tools is only allowed if the dust produced is collected and contained by the operator or their qualified supervisor. Any modifications to lifting and hoisting equipment must be approved by the Laboratory.

3. All employees shall wear glasses with rigid side shields at all times in the construction work area unless a higher level of eye protection is required for special hazards. All eye protection must meet the requirement of 29 CFR 1926.105. Safety glasses must be ANSI approved and must be marked with the ANSI logo, SB23,1. Hard hats shall be worn at all times in the construction work area. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.105 and bear the "Z89.1" designation. Hard hats, sandals and shall meet the American National Standards Institute standards and bear the "PB2" designation. Hard hats, sandals, and shall be ANSI Z89.1 approved and marked with the ANSI logo, SB23,2 designation.

4. Hard hats shall be worn at all times in the construction work area. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.105 and bear the "Z89.1" designation. Hard hats, sandals and shall meet the American National Standards Institute standards and bear the "Z89.2" designation. Hard hats, sandals, and shall be ANSI Z89.2 approved and marked with the ANSI logo, SB23,2 designation.

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

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

7. All equipment and work is performed on site by the contractor or subcontractor. Any modifications to lifting and hoisting equipment must be approved by the Laboratory.

8. Emergency egress routes must be kept clear at all times, including doors, corridors, work site, and staging areas.

9. All alarms, safety devices, etc. will be disabled without Laboratory approval.
12. The following lockout/tag-out procedures shall be enforced: Argonne personnel responsible for the equipment or utility will de-energize systems and initiate lockout/tag-out. Contractor personnel shall not perform any lockout/tag-out of hazardous energy sources and working on lockout/tag-out systems or equipment. Contractors must verify that the energy source is de-energized before starting work on the system. Contractor employees must apply their lock and tag procedure while performing lockout/tag-out of hazardous energy sources and working on lockout/tag-out systems or equipment.

13. Fire watches shall be maintained during and for a minimum of thirty minutes after burning, welding, or other open flame heating or fuel below the flame are permitted on all smoke stacks permitting live sparks or hot material to escape. Flash back preventers are required on oxygen/fuel hoses. Spark arresters shall be provided on all smoke stacks permitting live sparks or hot material to escape.

14. Adequate Area (Class A-D-C fire resistance) with a minimum of a twelve hour fire resistance rating shall be required for all fire protection systems. A fire extinguishing agent system with a pressure gauge and current inspection will be on the construction site 100 feet of the work area. Additional extinguisher is required for each open flame operation.

15. Contractors shall hold and document the following meetings:

- Weekly “Tool Box” meeting (5-15 minutes) for all contractor and subcontractor employees to discuss pertinent safety topics.
- Meeting minutes or discussion topics must be posted on the contractor’s bulletin board for a period of one month following the meeting. Minutes shall include the date, person holding the meeting, subject covered, and signatures of attendees.

16. The use of explosives is prohibited from all Laboratory sites.

17. Vehicle operators must have an appropriate valid driver’s license when operating vehicles on site.

18. Portable metal ladders are prohibited.

19. The contractor’s competent person performing the daily inspections required by OSHA, such as trench and excavation, and scaffold inspections, shall document each inspection. Such documentation shall be signed and include the date, time, and conditions found. Documentation shall be available for review by the Laboratory for the duration of the project.

20. The Laboratory has a scaffolding tagging system in place and therefore, will inspect for all scaffolds built by the contractor and their subcontractors. No scaffolding shall be used without the Laboratory approval. The contractor must assign a trained and qualified scaffold competent person.

21. Respiratory Protection

If workers are required to wear respirators, a written respiratory protection program must be included in the contractor’s ES&H Program and Implementation Plan as follows:

- A written respiratory protection program must be submitted for approval prior to using a respiratory protection device, such as a dust mask, including, but not limited to, personal protective equipment that will be used at the site. The records must be signed by the employee and the fit tester and dated within one year of the date of the intended use of the respiratory protection equipment.

- Training records must be submitted which document that the employee was trained in and has mastered the training subjects in 28 CFR 1910.134. The records must be signed by the employee and the fit tester and dated within one year of the date of the intended use of the respiratory protection equipment.

- Medical certification records must be submitted as required by 29 CFR 1910.134.

These records must contain the conclusions of a physician regarding the evaluation of the individual employee and consider the employee’s physical and psychological ability to use respiratory protection equipment. The records must state whether the employee is able to wear air-purifying respirators, atmosphere supplying respirators, or both. All records must be signed by the medical and dated within one year of the date of the intended use of the respiratory protection equipment.

- Fit test records must be submitted that document the employee was fit tested by a competent fit tester with reliable testing equipment according to the testing requirement of 29 CFR 1910.134. The records must document which types (brands and part numbers or materials of construction and size of respirators) provided a satisfactory fit. The employee must be fitted with the respiratory protection equipment that will be used at the site. The records must be signed by the employee and the fit tester and dated within one year of the date of the intended use of the respiratory protection equipment.

- A written respiratory protection program must be included in the contractor’s ES&H Program and Implementation Plan as follows:

- Meeting minutes or discussion topics must be posted on the contractor’s bulletin board for a period of one month following the meeting. Minutes shall include the date, person holding the meeting, subject covered, and signatures of attendees.

22.].'
False Claims Act or of Federal criminal law shall be directed to the agency
and in any event before any work is performed hereunder, certificates of the insurance
and the GBP Act or of Federal criminal law shall be directed to the Laboratory, Procurement
Office of the Inspector General, with a copy to the Contracting Officer.

(i) 52.303-15, Whistleblower Protections Under the American Recovery and
Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the
subcontract is funded under the Recovery Act.

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C.
637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities.
If the subcontract is a subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor
must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-29, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a)).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C.
793).

(vi) 52.222-40, Notification of Employee Rights Under the National Labor Relations
Act (Dec 2010) (E.O. 13498), if flow down is required in accordance with paragraph (c).

(vii) 52.222-45, False Claims Act (Oct 2010) (31 U.S.C. 3730 et seq.), if flow down is required in accordance with paragraph (c). On a subcontract, the contractor
shall--

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

(2) 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. 901), such as agricultural products and petroleum products.

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

(3) For components purchased by the Contractor, the acquisition cost, including
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—

14

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item" means any item of supply (including construction material) that is
available for sale in the ordinary course of business in the commercial marketplace at
commercially available prices, and is covered by the clause at 52.222-42, "Commodities
and Supplies—Commercial Item (Mar 2013)."

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

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

The contractor shall promptly furnish additional security required to protect the Laboratory and persons
injury, or damage. 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.

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.

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.

Unless a defect is caused by the negligence of the contractor or subcontractor or supplier at any tier, the contractor shall be liable for the repair or replacement of material or design
furnished by the Laboratory or for the repair of any damage that results from any defect in
Laboratory-furnished material or design.

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.

49. 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 (Miller Act).

(1) 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—

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

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

(2) Payment bonds.

(i) 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.

(ii) 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—

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

(ii) 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—

50. ADDITIONAL BOND SECURITY (OCT 1999)

The contractor shall promptly furnish additional security required to protect the Laboratory and persons
supplying labor or materials under this contract if—

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

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

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Laboratory.

51. 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 adapt scheduling and job activities and work procedures to the requirements and the needs of the other contractor and, if necessary, the requirements of the Laboratory, as directed by the Laboratory, or as directed by the Laboratory, to accommodate the needs of the other contractor.

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.

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

(a) Definitions. As used in this clause—

"Construction material" means an article, material, or supply brought to the construction site by
the contractor. "Construction material" includes any item that is—

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

(i) A Commercial item (as defined in paragraph (1) of the definition at FAR 2.101); and

(ii) Sold in substantial quantities in the commercial marketplace, and

(iii) Offered to the Government, under a contract or subcontract at any tier, without
modifications, 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. 901), 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 items 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 not serviced or maintained as a single complex system, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

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

(4) For components purchased by the Contractor, all costs associated with the manufacture of the component, including transportation and destination 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—
(a) An unmanufactured construction material mined or produced in the United States;
(b) Any manufactured construction material in the United States, if—
(1) 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
(2) the construction material is a COTS item.
"Foreign construction material" means a construction material other than a domestic construction material.
53. 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 other individuals 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 work is performed; or
(iii) A separate and complete major industrial operation connected with performing this contract.
(2) The Contractor 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 is ready for use in accordance with paragraph (h) of this clause.
(b) Risk of Loss of Laboratory property.
The Contractor shall not be liable for the loss or destruction of, or damage to, Laboratory property unless such loss, destruction, or damage was caused by any of the following:
(A) Willful misconduct or lack of good faith on the part of the Contractor managerial personnel;
(B) Failure of the Contractor's managerial personnel to take all reasonable steps to comply with any applicable 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 operate an adequate property management system in accordance with paragraph (j)(1) of this clause; or
(D) Failure of the Contractor to take all reasonable precautions, and such other actions as may be directed by the Laboratory Procurement Official, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect Laboratory property.
(c) 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 or acquired by the Contractor shall pass directly from the vendor to the Laboratory. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. 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 upon the performance of such property, or the performance of any other property for which the cost thereof by the Laboratory, whichever first occurs. Property furnished by the Laboratory and property purchased or furnished by the Contractor, title to which vests in the Laboratory, under this clause 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 affiliation, consolidation, or merger.
(d) Disposition.
The Contractor shall report to the Laboratory Procurement Official, the Contractor shall identify Laboratory property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfying the Laboratory Procurement Official, as shall indicate its ownership by the Laboratory. The Contractor shall make such disposition of Laboratory property and classified materials in accordance with paragraph (f) of this clause.
(e) Disposition of Laboratory equipment, supplies, and property.
(1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Laboratory Procurement Official, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect Laboratory equipment, supplies, and property purchased or to be provided under this contract, or to be acquired by the Contractor for the Laboratory, under this contract. The Contractor shall perform all actions as directed by the Laboratory, as the Laboratory Procurement Official may direct, or in the absence of such direction, in accordance with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR Chapter 101), the Department of Energy Management Regulations (41 CFR Chapter 109), and other applicable regulations.
(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR Chapter 101), the Department of Energy Management Regulations (41 CFR Chapter 109), and other applicable regulations.
(f) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radiactively contaminated, hazardous, and specialty designed and prepared property, including property on the militarily critical technologies list.
(g) Risk of Loss of Laboratory property.
The Contractor shall not be liable for the loss or destruction of, or damage to, Laboratory property unless such loss, destruction, or damage was caused by any of the following:
(A) Willful misconduct or lack of good faith on the part of the Contractor managerial personnel;
(B) Failure of the Contractor's managerial personnel to take all reasonable steps to comply with any applicable 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 operate an adequate property management system in accordance with paragraph (j)(1) of this clause; or
(D) Failure of the Contractor to take all reasonable precautions, and such other actions as may be directed by the Laboratory Procurement Official, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect Laboratory property.
(h) Determination of inapplicability of the Buy American Act.
(1) The Contracting Officer may add other foreign construction material to the list in paragraphs (c) (ii) (I) (i) of this clause if the Government determines that—
(i) Reasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:
Foreign and Domestic Construction Materials Price Comparison

<table>
<thead>
<tr>
<th>Construction Material Description</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1:</td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
<td></td>
</tr>
<tr>
<td>Foreign construction material</td>
<td></td>
</tr>
<tr>
<td>Item 2:</td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
<td></td>
</tr>
<tr>
<td>Foreign construction material</td>
<td></td>
</tr>
<tr>
<td>List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; or oral, attachment. Includes other applicable supporting information.</td>
<td>Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).</td>
</tr>
</tbody>
</table>
(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Laboratory in the administration of this contract, (2) by an act of the Laboratory not to be performed or continued in accordance with this contract, (3) by an act of the Laboratory related to an act of the Contractor or its subcontractors, or (4) by an act of the Contractor or its subcontractors, the Contractor shall notify the Laboratory in writing of the act or failure to act and of the extent of the suspension, delay, or interruption. The Laboratory shall then notify the Contractor in writing of the act or failure to act and of the extent of the suspension, delay, or interruption. The Contractor shall take no action prejudicial to the right of the Laboratory to recover therefor, and shall furnish to the Laboratory at once, all reasonable assistance in obtaining recovery.

54. 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 of this contract for the period of time that the Laboratory determines appropriate for the convenience of the Laboratory.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by any act of the Contractor or its subcontractors, or by any act of the Laboratory that is not in accordance with this contract, the Contractor shall notify the Laboratory in writing of the act or failure to act and of the extent of the suspension, delay, or interruption. The Contractor shall take no action prejudicial to the right of the Laboratory to recover therefor, and shall furnish to the Laboratory the assistance reasonably required in obtaining recovery.

55. 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 1.5 times the basic rate of pay for any hours worked over 40 hours.

(b) Availability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government or the Laboratory. The Laboratory Representative will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the work is required or permitted to be performed in excess of the standard workweek, up to a maximum of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Laboratory Representative will withhold from payments due under the contract sufficient funds to satisfy any Contractor or subcontractor liability for payment of unpaid wages and liquidated damages. Any amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Laboratory Representative will withhold payments from other amounts due to the Contractor or subcontractor to satisfy the liability for liquidated damages.

(d) Records and payroll records. Each Contractor and subcontractor shall keep full and accurate records of the hours worked by each employee, the wages paid, and any other information required to be maintained by the provisions of this clause, and shall submit such records to the Government or the Laboratory on demand, and shall keep such records for a period of at least one year from the date of payment of the last payroll covered by such records.

56. DAVIS-BACON ACT (JULY 2005)

(a) Definition.—Site of the work—

(1) Means—

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

(ii) The secondary site of the work, if any. Any other site where a significant portion of the work calls for laborers and mechanics and for which there are provisions for performance of laborers and mechanics.

(b) Except as provided in paragraph (c) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract; and

(ii) They are adjacent or virtually adjacent to the primary site of the work as defined in paragraph (a) (1) of the “secondary site of the work” as defined in paragraph (a)(2) of this definition;

(2) Method for continuously improving property management practices through the integration of best practices established by ‘‘best in class’’ performers.

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

(2) Property Inventory. The Contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Laboratory property in its possession under the contract. The Contractor’s property management system shall be submitted to the Laboratory Procurement Official for approval and maintained and administered in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Laboratory Procurement Official may from time to time prescribe.

(i) In order for a property management system to be approved, it must provide for—

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition.

(B) Employee personal responsibility and accountability for Laboratory-owned property.

(C) Full integration with the Contractor’s other administrative and financial systems;

(D) Method for continuously improving property management practices through the integration of best practices established by ‘‘best in class’’ performers.

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

(iii) The Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.
57. DAVIS-BACON ACT – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

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

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

(c) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

58. WITHHOLDING OF FUNDS (FEB 1988)

(a) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not include the weekly or month period that additional time is necessary.

(b) That each laborer or mechanic (including any apprentice, trainee, or helper) employed on the payroll period that additional time is necessary, that the Contractor is not required to pay the full amount of the wages required.

(c) That each laborer or mechanic (including any apprentice, trainee, or helper) employed on the payroll period that additional time is necessary, that the Contractor is not required to pay the full amount of the wages required.

(d) That each laborer or mechanic (including any apprentice, trainee, or helper) employed on the payroll period that additional time is necessary, that the Contractor is not required to pay the full amount of the wages required.

59. PAYROLLS AND BASIC RECORDS (JUNE 2010)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the

(b) Payrolls and basic records relating thereto shall be maintained by the Contractor during the

(c) Payrolls and basic records relating thereto shall be maintained by the Contractor during the

(d) Payrolls and basic records relating thereto shall be maintained by the Contractor during the

(e) Payrolls and basic records relating thereto shall be maintained by the Contractor during the

(f) Payrolls and basic records relating thereto shall be maintained by the Contractor during the

56. LABOR STANDARDS (BON D FUNDING) (JULY 2005)

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

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

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

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

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

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

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

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

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

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

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

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

56. LABOR STANDARDS (BON D FUNDING) (JULY 2005)

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

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

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

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

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

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

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

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

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

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

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

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

56. LABOR STANDARDS (BON D FUNDING) (JULY 2005)

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

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

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

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

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

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

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

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

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

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

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

(l) Incorporation of a wage determination otherwise applied to the contract by operation of law.
(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” definition as defined in the FAR clause at 52.222-6, Davis-Bacon Act of the contract, and a facility which 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
(5) Transportation of goods lost or damaged in transit. The building materials or other secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition paragraph (a)(1)(ii) of the FAR clause at 52.222-6, and the physical place of places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition).

(b) The Contractor or subcontractor shall deliver to the Laboratory Procurement Representative an updated Acknowledgment, for each subcontract for construction, alterations and repairs within the United States the clauses cited in paragraph (b).

(1) Within 14 days after award of the contract, the Contractor shall deliver to the Laboratory Procurement Representative a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract, the Contractor shall deliver to the Laboratory Procurement Representative an updated completed SF 1413 for such additional subcontract.

(c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

63. CONTRACT TERMINATION - DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

64. COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

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

65. DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with these procedures. Disputes concerning labor standards requirements between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

66. CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a contractor or subcontractor toward a goal in an approved plan does not excuse any contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals. The contractor shall provide notice of any such certification and a copy of any such certifications in the “site of the work” definition of the “site of the work.”

67. APPROVAL OF WAGE RATES (OCT 1999)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed rates for corresponding occupations contained in the Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the contractor to any laborer or mechanic in excess of the approved wage rate shall be at the expense of the contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

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

(a) Definitions

“Covered area,” as used in this clause, means the geographical area described in the solicitation for this contract. “Director,” as used in this clause, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority. “Employer identification number,” as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941. “Minority,” as used in this clause, means--

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

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

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

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

(b) If the contractor or a subcontractor at any time hires or employs a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan requirements. The contractor should also provide notice of any such certifications in the “site of the work” definition of the “site of the work.”

(d) Within 14 days after award of the contract, the Contractor shall deliver to the Laboratory Procurement Representative a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction, alterations and repairs within the United States the clauses cited in paragraph (b).

(e) At least annually, the contractor shall provide notice of its equal employment policy to minority and female employees at least once a year; and

(f) The contractor shall provide notice of any such certifications in the “site of the work” definition of the “site of the work.”

(g) Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(h) The contractor shall provide notice of any such certifications in the “site of the work” definition of the “site of the work.”

(i) The contractor shall provide notice of any such certifications in the “site of the work” definition of the “site of the work.”

(j) The contractor shall provide notice of any such certifications in the “site of the work” definition of the “site of the work.”

(k) The contractor shall provide notice of any such certifications in the “site of the work” definition of the “site of the work.”

(l) The contractor shall provide notice of any such certifications in the “site of the work” definition of the “site of the work.”
Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's equal employment policy and affirmative action obligations.

The contractor is encouraged to participate in voluntary associations that may exist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or similar groups through which the contractor is a member are encouraged. The contractor shall promptly notify the Contracting Officer of members of one or more of its obligations under subparagraphs (g)(1) through (16); provided the contractor:

(1) Actively participates in the group;
(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
(3) Ensures that concrete benefits of the program are reflected in the contractor's minority and female workforce participation; and
(4) Provides such good faith effort to meet its individual goals and timetables; and

Place no further subcontracts or contracts (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the terminated portion of the contract.

Terminate all subcontracts to the extent they relate to the work terminated.

Assign to the Government, as directed by the Contracting Officer, all right, title, and interest in and to any materials, equipment, or other property resulting from the terminated portion of the contract. If the Government has the right to settle or to pay any termination settlement proposal, the contractor shall not settle or pay any part of such proposal without the prior written consent of the Contracting Officer.

With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the terminated portion of the contract.

As directed by the Contracting Officer, transfer title and deliver to the Government—

(i) The fabricated and uninstalled work, supplies, and other materials used in connection with the work, and

(ii) The completed or partially completed plans, drawings, information, and other property owned by the contractor, to the extent that the contractor is required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of any extension. If the contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine the basis of information available, the amount, if any. The contractor becomes liable for the amount determined.

Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination.

The amount may include a reasonable allowance for profit on work done.

However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, shall be reduced by the amount of any payment previously made and (2) the contract price of the work not terminated. The amount may include a reasonable allowance for profit on work done.

The contract shall be modified, and the contractor paid the agreed amount.

Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts provided under other paragraphs of this clause.

The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(4) of this clause) may not be paid for, subject to the assignment of contract provision, or any extension. If the contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine the basis of information available, the amount, if any. The contractor becomes liable for the amount determined.

The contractor shall be liable for the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to the work performed up to the effective date of the termination.

Amounts may be paid under paragraph (g)(1) of this clause.

The contractor shall have the right of appeal, under the Disputes clause, from any award of settlement of the work terminated.

The amount may include a reasonable allowance for profit on work done.

However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, shall be reduced by the amount of any payment previously made and (2) the contract price of the work not terminated. The amount may include a reasonable allowance for profit on work done.

The contract shall be modified, and the contractor paid the agreed amount.

Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

The contractor becomes liable for the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to the work performed up to the effective date of the termination. If the contractor fails to submit the proposal within the time allowed, the contract shall be modified. The contractor shall be liable for the costs incurred in the performance of the work terminated.

Any excess of the amount paid over the amounts paid under paragraph (g)(1) of this clause.

The contractor shall have the right of appeal, under the Disputes clause, from any award of settlement of the work terminated.

The amount may include a reasonable allowance for profit on work done.

However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, shall be reduced by the amount of any payment previously made and (2) the contract price of the work not terminated. The amount may include a reasonable allowance for profit on work done.

The contract shall be modified, and the contractor paid the agreed amount.

Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

The contractor becomes liable for the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to the work performed up to the effective date of the termination. If the contractor fails to submit the proposal within the time allowed, the contract shall be modified. The contractor shall be liable for the costs incurred in the performance of the work terminated.

Any excess of the amount paid over the amounts paid under paragraph (g)(1) of this clause.

The contractor shall have the right of appeal, under the Disputes clause, from any award of settlement of the work terminated.

The amount may include a reasonable allowance for profit on work done.

However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, shall be reduced by the amount of any payment previously made and (2) the contract price of the work not terminated. The amount may include a reasonable allowance for profit on work done.

The contract shall be modified, and the contractor paid the agreed amount.

Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

The contractor becomes liable for the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to the work performed up to the effective date of the termination. If the contractor fails to submit the proposal within the time allowed, the contract shall be modified. The contractor shall be liable for the costs incurred in the performance of the work terminated.

Any excess of the amount paid over the amounts paid under paragraph (g)(1) of this clause.

The contractor shall have the right of appeal, under the Disputes clause, from any award of settlement of the work terminated.

The amount may include a reasonable allowance for profit on work done.

However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, shall be reduced by the amount of any payment previously made and (2) the contract price of the work not terminated. The amount may include a reasonable allowance for profit on work done.

The contract shall be modified, and the contractor paid the agreed amount.

Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered from the Government by or credited to the Government.

(l) If the termination is partial, the Contractor 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 such equitable adjustment agreed upon. An adjustment determined by the Contracting Officer for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination under this clause by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If final payments, if any, amount to less than 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 the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall not be charged on any excess payment for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any reduction to a reduction in the Contractor’s termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of the contract for 3 years after the date the contract is terminated. This includes all books and other evidence bearing on the Contractor’s costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor’s office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End clause)

Alternate V (Sept 1996). If the contract is a time-and-material or labor-hour contract with an agency of the U.S. Government or with State, local or foreign governments or their agencies, substitute the following paragraph (p) for paragraphs (n)(1) and (n)(2) of the basic clause:

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

(i) The cost of preparing termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(ii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date. If it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.

Alternate VI (Sept 1996). If the contract is a time-and-material or labor-hour contract with an agency of the U.S. Government or with State, local or foreign governments or their agencies, substitute the following paragraph (p) for paragraphs (n)(1) and (n)(2) of the basic clause:

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

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

(ii) The portion of the hourly rate allocable to direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

(End clause)

71. DEFAULT (OCT 1999)

(a) If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insures its completion within the time specified in this contract including any extensions, or fails to discharge the obligations of the contract, the Laboratory, or the Lab, or any other person as directed by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, in the absence of fault or negligence on the part of both the contractor and the subcontractors, may—

(1) “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any employee, agent, or representative of a prime Contractor, subcontractor, or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable

20
(2) Procuring, creating, or selling failing to report any violation of a policy or procedure or law.

(3) Engaging in any other activity that could reasonably be expected to be considered a violation of a policy or procedure or law.

7. LIQUIDATION OF THE DEBT

(1) The contractor shall cause to be taken such action as may be necessary to reduce the amount of the debt to zero.

(2) The contractor shall cooperate with any legal action taken against the contractor for collection of the debt.

(3) The contractor shall authorize the government to take any action, including but not limited to, legal action, to recover the debt.

8. SETTLEMENT OF CONTROVERSY

(1) Disputes shall be settled in accordance with the procedures set forth in the general provisions of this section, as applicable.

(2) Any disputes arising out of or relating to this section shall be resolved in accordance with the procedures set forth in the general provisions of this section, as applicable.

9. TERMS AND CONDITIONS

(1) This section shall be construed and applied in accordance with the laws of the United States.

(2) Any disputes arising out of or relating to this section shall be resolved in accordance with the laws of the United States.

10. OTHER PROVISIONS

(1) The contractor shall comply with all applicable laws and regulations.

(2) Any disputes arising out of or relating to this section shall be resolved in accordance with the laws and regulations applicable.

11. INDEMNIFICATION

(1) The contractor shall indemnify and hold harmless the government from any and all claims, losses, or damages.

(2) Any disputes arising out of or relating to this section shall be resolved in accordance with the indemnification provisions of this section.

12. AMENDMENTS

(1) Any amendments to this section shall be made in accordance with the procedures set forth in the general provisions of this section.

(2) Any disputes arising out of or relating to this section shall be resolved in accordance with the procedures set forth in the general provisions of this section.
or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

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

"Receipt" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, subcontracts, or orders from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Regularly employed" means, with respect to any person who is not an officer or employee of a recipient of a Federal contract, grant, loan, or cooperative agreement who is paid on a continuing basis for services or work to be provided by such person to the recipient for at least 120 working days within 1 year immediately 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 120 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract shall be considered to be regularly employed as soon as he or she is employed by such person for 120 working days.

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

(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 actions. 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, all officer of employee of Congress, or an employee of a Member of Congress in connection with the award of this contract, extension, renewal, amendment, or modification of this contract.

(1) The Contractor shall require from each subcontractor a certification and disclosure form that includes the names and titles of any person who had a reasonable basis to believe that a covered Federal action has been or will be influenced or attempted to be influenced by that person's lobbying activities and otherwise discloses information as required by 31 U.S.C. 1352.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

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

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for professional or technical services rendered directly related to an agency or legislative liaison activity, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(ii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision with respect to any Federal action.

(iii) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(iv) Making capability presentations prior to formal solicitation of any covered Federal action.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action and for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(iii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action and for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iv) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.003(b)(1)(ii)).

(3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

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

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but requires under the披露 Lobbying Act, the Contractor and all subcontractors in the chain of subcontracting have made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the auditors with a list of the lobbying activities pursued, including the names and titles of individuals pursuing such lobbying activities.

(2) If the Contractor did not submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payment or Expenditure of Certain Federal Transactions, the Contractor and all subcontractors in the chain of subcontracting shall provide at the end of the calendar quarter in which the lobbying contact is made and for which the disclosure is submitted by the recipient, including the names and titles of the individuals who made the lobbying contact. The Contractor or subcontractor that awards the subcontract shall retain the disclosure.

(3) A copy of each subcontract disclosure form (but not certifications) shall be forwarded to the Contracting Officer immediately after entering the contract. The Contracting Officer shall forward a copy of the notification of the subcontract to the Government immediately at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. The Contracting Officer shall retain the contracts or subcontract disclosure forms for 3 years after the date of the submission.

(f) Remedies. If at any time during contract performance, the Contracting Officer determines that unallowable costs were charged to the Government or employee or subcontractor, the contractor's management systems described in the internal audit design, the Contracting Officer may require the contractor to make the contractor's management systems described in the internal audit design, the Contracting Officer may require the contractor to make the contractor's management systems described in the internal audit design, the Contracting Officer may require the contractor to make the contractor's management systems described in the internal audit design.
in his or her sole discretion, require the Contractor to cease using the special financial
instruments account in whole or with regard to specified accounts; requiring reimbursable
charges to be claimed by periodic vouchers. In addition, the Contracting Officer, where
he or she deems it appropriate, may: impose a penalty under 48 CFR 970.5242-1, 
Penalties for Unallowable Costs; require a refund; reduce the contractor’s otherwise 
earned fee; and take such other action as authorized in law, regulation, or this contract.

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

Site Access

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be 
reviewed and approved by the Laboratory Director or his designee. All new requests must be 
submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for less than 30 days) 
or assignees (on site for more than 30 days in a 12-month period). A certified host must be assigned for 
each visit or assignment. Form ANL-593 should be submitted as far in advance as possible (a 
minimum of 14 days prior to the visit date). If the request is completed prior to the start of the 
site visit, a specific security plan is required to be submitted to the Laboratory and the DOE.

For assignments (more than 30 days) involving a foreign national from a “Terrorist Supporting 
Country,” and/or access to a security area of the Laboratory or access to a sensitive subject, at least 30 days advance 
notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews 
can be accomplished. A DOE indices check can take up to 30 days. In such cases, a

specific security plan is required to be submitted to the Foreign Visits and Assignments Office with the 
ANL-593 form requesting the visit by the Hosting Division. An indices check normally takes 30 days 
after completion of all required pre-clearance documents, but can take considerably longer (once 
obtained, an indices check is valid for two years).

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

The time frames indicated above shall not constitute the basis for any equitable adjustment or claim 
to the contractor prior to the performance/execution period.

For assistance in preparing a request, contact the Argonne Technical Investigator associated with 
your activity.

Activity Participation

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

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

80. 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. In this includes exported equipment which are any communications or 
technical data transmitted to a foreign national, whether it takes place in the United States or abroad. 
Technical information (data) provided to a foreign national may be by mail, by telephone or facsimile, 
through visits or workshops, or through computer networking is an export. If it 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 regulations 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 violation of export 
control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago 
Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. 
national security and nuclear nonproliferation objectives. Although much of the work Argonne and its 
employees undertake to further its research and technology development mission is exempted from 
U.S. export control regulations, the Laboratory must abide by all of the export control laws and 
regulations as they relate to the export of technical data. Argonne may export through a variety of 
means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals.

Any 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 are one of the ways in which the United States is able to support the economic growth 
and security of our foreign partners and allies. The United States does not export technology that is 
considered sensitive to the national security, counterintelligence or other interests of the United 
States; thereby foreign nationals are prevented from accessing sensitive information about sensitive 
technology. The Laboratory must ensure that any sensitive information is not communicated to 
any foreign national.

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 will prevent you from acquiring an export license 
prior to your trip, presentations and discussions must be limited to only those topics that are not on 
the DOE Sensitive Subject 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.

82. VEHICLE LIABILITY INSURANCE COVERAGE (MAY 2003)

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.

83. CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

(a) Definitions. As used in this clause—

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, 

(2) Includes, but is not limited to, a roadway while temporarily stationary because of traffic, a traffic light, a stop sign, or otherwise.

(b) Contractor’s policy to ban text messaging while driving—

(1) Contractor implements Executive Order 13551, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(2) Contractor policies that ban text messaging while driving—

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

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

(3) Contractor initiatives to ensure commuter safety—

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

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

(iii) Contractor will train the substance of this clause, including this paragraph

(iv) In all new contracts that exceed the micro-purchase threshold.

84. INTEGRATION CLAUSE (MAY 2003)

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

85. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of 

Department of Energy (DOE) Technical Standards, conducting technical standards review 

activities, and selecting technical standards for use to support assigned DOE missions and 

functions, must:

(1) Select, use, and adhere to appropriate voluntary consensus standards (VCSs), where use of 

VCSs is consistent with law or practical. (Note: VCSs are defined as standards developed 

or adopted by voluntary consensus standards bodies, both domestic and 

international).

(2) Participate as appropriate in development and review of those DOE Technical Standards 

where the contractor has technical or programmatic interests, or will be affected by the content of 

DOE Technical Standards under development, or as directed by the Contracting Officer.

(3) Designate and provide support for a coordinator for technical standards activities, including 

identification of the appropriate Subject Matter Experts to review draft DOE Technical 

Standards.

(4) Report participation in VCS activities conducted in support of DOE missions and functions 

through the Laboratory Technical Standards Manager in Office of Contract Administration (COA). 

(5) Use Form DOE F 1300.2 (09/2010)

(6) Review this requirement to subcontractor(s) at any tier to the extent necessary to ensure 

the contractor’s compliance with these requirements.

86. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items 
provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by 
the Laboratory. Contractor further warrants that all items used by the contractor during the 
performance of work at the Argonne National Laboratory include all genuine, original, and new 
components, or are otherwise suitable for the intended purpose.

Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property 
damage resulting directly or indirectly from material, components, or parts that are not genuine, 
oniginal, 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.

The contractor’s obligations to remove or replace any such part, including any cost to remove or replace 
such parts, are as required and as necessary. In the event any part is replaced or removed, the 
manufacturer 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 extends to labor costs and/or any other costs, or any actions required to

perform the work of the Government contractor.

The contractor also warrants that all materials, components, or parts will be supplied or delivered 
in accordance with DOE’s requirements. In addition, the contractor shall verify that all 
information or documentation may constitute criminal conduct, the Laboratory may reject and 
retain any information or items, at its cost, and identify, segregate, and report such information or activities to 
the cognizant Department of Energy officials.
# HEADMARK LIST

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

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
</table>

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
</tr>
<tr>
<td>RS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg (JP)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unyrite (JP)</td>
</tr>
</tbody>
</table>

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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

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

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1</td>
<td>A325 KS Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>Type 2</td>
<td>A325 KS</td>
</tr>
<tr>
<td>Type 3</td>
<td>A325 KS</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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

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

OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED SEE: [http://www.saftek.com/worksafe/bull82.txt](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 O440.1A for details.

DOE Contractors:

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

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

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

Contractors are also required to comply with the Federal regulations and national standards listed in section 12 of Attachment 2 of DOE O 440.1A. In addition DOE O 440.1A contains requirements for the following specific functional areas: safety, health, and work practices; contractor's own site; workplace safety; fire protection, fire safety and emergency evacuation; personal protective equipment; compliance with DOE regulations and national standards; and safety, health, and hazardous waste storage and handling.

Employees:

DOE contractor employees have the right to:

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

Inquiries:

Inquiries should be addressed to the contractor; however, additional inquiries may be addressed to the local DOE Office.

Chicagoe Office

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

Inquiries should be addressed to the contractor; however, additional inquiries may be addressed to the local DOE Office.

Inspections:

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

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

Concerns:

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

Imminent Danger:

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

Nondiscrimination:

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

It is the policy of DOE that employees of contractors at DOE facilities shall 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 mismanagement, gross waste of funds, or abuse of authority, to participate in proceedings conducted before Congress or pursuant to this part, and to refuse to engage in illegal or dangerous activities without fear of employer 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 208.

Posting Requirements:

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