# APPENDIX A

## Argonne Terms And Conditions

### (For Fixed-Price Construction Contract)

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Section I - Clauses That Are Mandatory For All Federally Funded Contracts/Orders

1. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (DEVIATION)(MAY 2015)

(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 to the extent that such disability does not exceed or can reasonably be expected to exceed action levels specified in 10 CFR, to specifically reference at 10 CFR 85.224.2 "Privacy Act." rules, regulations, or orders of the Secretary.

(b) Postings.

(1) The Contractor agrees to post employment notices stating – (i) The Contractor’s obligation under the law to take affirmative action to employ qualified individuals with disabilities; and (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually impaired individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor. (Dep’t of Labor, DOL). The Contractor shall be required to provide the Contracting Officer with certification of the Secretary issued pursuant to the Act.

(c) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as required by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

2. ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)(MAY 2015)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records related to or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 34 Code of Federal Regulations (CFR), Chapter XII, Subchapter B, “Records Management.” The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224-2 Privacy Act.

(b) Subcontractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as personnel files, employment relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of employment; records of research involving human subjects; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records, and similar files), and non-employee patient medical/health-related records, except those records described by the contractor as being operated and maintained by the Contractor in Privacy Act system of records.

(c) Confidential contractor financial information, internal government corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor’s corporate headquarters).

(d) Records relating to any nonprocurement action by the contractor, except for records that under 48 CFR 9.323-3 are described as the property of the Government.

(e) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges;

(f) Records that contain nonpublic business, financial, or trade secrets or privileged or confidential information, including records or information that are securely maintained and correspond to the technology transfer clause of this contract.

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor’s protected Cooperative Research and Development Agreement (CRADA) information; and their ancillary agreements to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, drawings, data, and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights over to the Government or otherwise disposed of.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to the Contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor–owned records or copies of the records included in paragraph (b) of this Clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable Federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designees, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract by or at the direction of the Contractor, including those described in paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall allow Government or its designees reasonable access for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable Federal laws (including the Privacy Act), as appropriate.

(e) Audits. This clause is designed to protect the records maintained by the contractor without regard to the date or origination of such records including all records acquired from a prime contractor or subcontractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XIV, subchapter B, “Federal Records Management,” and the National Archives Administration (NARA)–approved Records Disposition Schedules. Records retention standards are applicable to both records hereunder or on the records are owned by the Government or the contractor. The government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government or its designee, in accordance with the provisions of this clause, to obtain copies of records described in paragraph (b) and delivered in accordance with the provisions of this clause.

(g) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that contain the definition and/or the prohibition set forth under paragraph (a) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (b) of this clause.

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

(a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; costs incurred in accordance with the terms of this contract; costs that are allowable under this contract; and costs that are not relinquished such rights or turned such rights over to the Government.

(b) Subcontracts. The Contractor shall require the inclusion of provisions similar to those referenced in paragraph (a) of this clause in all subcontracts.

(c) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract by or at the direction of the Contractor, including those described in paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall allow Government or its designees reasonable access for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable Federal laws (including the Privacy Act), as appropriate.

(d) Reports. The Contractor shall furnish such progress reports and schedules, financial reports and other reports concerning the work under this contract as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer determines to be required to properly discharge the Contractor’s obligations under this contract.

(e) Accountability Office of any transaction under this contract.

4. ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions.

“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 to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the
5. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. A "Prime Contract," "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or character. Classified information is "Restricted Data" (classified under the Atomic Energy Act of 1946, as amended) and the "National Security Information" (classified under Executive Order 12958 or pertinent Executive Orders). The original decision to classify or declassify information is considered an inherently Government function. For this reason, only Government personnel may serve as original classifiers, i.e., federal Government Original Classifiers. Other private persons may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Government classifiers. The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a contractor Derivative Classifier in accordance with classification regulations that apply to work involving the classification of information. The contractor or subcontractor shall ensure that the Government's policies and other pertinent classification guidance are applied. In addition, the contractor or subcontractor shall ensure that existing classified documents (including Restricted Data or Formerly Restricted Data (FRD)) and National Security Information which are in its possession or under its control are periodically reviewed by a Federal Government or contractor Derivative Classifier in accordance with classification regulations, requirements, controls, and directives and classification/declassification guidance furnished by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents shall then be reviewed to determine if they are still releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maintain the public's access to as much Government information as possible while minimizing security costs. The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve the classification or declassification of information, documents, or classified information is reviewed by either a Federal Government or a contractor Derivative Classifier. The contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier. In addition, the contractor or subcontractor shall ensure that existing classified documents (including Restricted Data or Formerly Restricted Data (FRD)) and National Security Information which are in its possession or under its control are periodically reviewed by a Federal Government or contractorDerivative Classifier in accordance with classification regulations, requirements, controls, and directives and classification/declassification guidance furnished by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents shall then be reviewed to determine if they are still releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maintain the public's access to as much Government information as possible while minimizing security costs. The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve the classification or declassification of information, documents, or classified information is reviewed by either a Federal Government or a contractor Derivative Classifier.

6. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause- 

(1) "Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization. 

(2) "Commercially available off-the-shelf (COTS) item" means-(i) A commercial item as defined in paragraph (b)(1) of this definition at FAR 2.101(d); and (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, under a contract or subcontract at any tier, in substantially the same form in which it is sold in the commercial marketplace; and (iv) it is not bulk cargo, as defined in 46 U.S.C. 40102(d), such as agricultural products and petroleum products.

(3) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

(4) "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not expressly limited and are related to the performance of a contract.

(b) Contractor requirements. The Contractor shall-(1) Notify its employees and agents of- 

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and 

(ii) The requirements that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and 

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(3) The Contractor shall inform the contracting Officer and the agency Inspector General immediately if-(a) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor employee, subcontractor employee, or their agent has engaged in conduct that violates this policy has occurred, the Contractor shall promptly notify the U.S. Government and provide the U.S. Government with all factually relevant information regarding the alleged violation; or 

(b) Any employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract administration known to have engaged in conduct that violates this policy.

(4) The Contractor shall receive attachments, reports, or other communications addressed to the United States Government as needed to ensure that all contractors and subcontractors are aware of and compliant with the United States Government policies described in this clause.
(i) Any actions taken against a Contractor employee, subcontractor, employee assigned to the contract, or any other agent or any of its agents, subcontractors, or assets required to be covered under this clause by a contractor personnel record; (ii) Any actions taken against a contractor employee, subcontractor, employee assigned to the contract, or any other agent or any of its agents, subcontractors, or assets required to be covered under this clause by a contractor personnel record.

(2) The Contractor shall inform the Contracting Officer for the contract with the highest dollar value of any action taken against a contractor employee, subcontractor, employee assigned to the contract, or any other agent or any of its agents, subcontractors, or assets required to be covered under this clause.

(3) If a contractor employee, subcontractor, or subcontractor employee is engaged in prohibited activities and requires the notification of the contractor personnel record holder, the Contractor shall provide the relevant contents of the personnel record to the Contracting Officer upon request.

(4) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that:

(i) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of this clause and to monitor, detect, and terminate any agent, employee, subcontractor, or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either:

(A) To the best of the Contractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their assets is engaged in any such activities; or

(B) If it finds that any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor subcontractor has taken the appropriate remedial and referral actions.

(l) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (l), in all subcontract in which the Government determines the Contractor non-compliance.

The requirements in paragraph (h) of this clause apply only to any portion of the subcontract and:

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States and:

(B) Has an estimated value exceeding $500,000.

(2) If any subcontractor is required by this clause to submit a certification pursuant to paragraph (l) of this clause, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h) of this clause.

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

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

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 3712, as described in section 3.908 of the Federal Acquisition Regulation.

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

8. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach of violation of this warranty, the Contractor shall:

(i) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor, which purpose is to sell or market products or services to the Federal Government, and shall not preclude the Contractor from cooperating fully with Government authorities.

(ii) “Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(iii) After having conducted due diligence, either-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(c) After having conducted due diligence, either-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

9. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) 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), and who has not been enrolled as a Federal Contractor in E-Verify at time of involuntarily termination, or (2) who has also met the eligible criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the employee is notified of the restructuring.

(b) Consistent with Department of Energy guidance for contractor work force 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.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for supplies and services for commercial items pursuant to 41 U.S.C. 403) exceeding to $500,000.

10. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

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

(A) Any item of supply that is—

(i) Sold in substantial quantities in the commercial marketplace;

(ii) Offered, offered, or ordered, to the public at large, in the same form in which it is sold in the commercial marketplace; and

(iii) Does not exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(b) Employment and wage plans that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that written given the employer are made available to host-country legal requirements or explains any variance.

(c) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that housing meets applicable laws and the protections afforded by the Government, to the extent practicable.

(d) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontractors, or subcontractor employees that have engaged in such activities.

(e) Postings. The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field). The Poster shall be displayed at any fixed location on the Contractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(f) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
11. EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

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

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

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days after employees’ assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(iv) If the Contractor is enrolled in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all employees in the contractor’s workforce, by job category and:

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

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

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

(v) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1000(a)), a State or local government, or a government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that the agreement for verification of new employees applies only to new employees assigned to the contract.

(vi) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section);

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

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

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

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A, unless exempted by rules, regulations, or orders of the Secretary of Labor.

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

(a) Definitions. As used in this clause—

"Driving"—

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

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

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

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

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

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

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

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

(a) Definition. As used in this clause—

"Energy-efficient product"—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark or designation or any successor registration mark or designation; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Energy and Environmental Protection Agency, or a successor program.

(b) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions.

14. ENVIRONMENTAL PROTECTION (MAY 2001)

(a) Definitions. As used in this clause.

(i) In this clause, "veteran" includes: (A) a veteran of the Uniformed Services; and (B) a veteran who was discharged for a service-connected disability.

(ii) Nothing in this clause shall supercede or be inconsistent with any other provision contained in any other clause of this contract.

15. EQUAL OPPORTUNITY (APR 2015)

(a) Definition. As used in this clause.

"Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/compliance/guidance/qandagenderidentity.cfm.

"Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/compliance/guidance/qandaorientation.cfm.

United States,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) The Contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations, and directives.

16. EQUAL OPPORTUNITY (APR 2015)

(a) Definition. As used in this clause.

"Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/compliance/guidance/qandagenderidentity.cfm.

"Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/compliance/guidance/qandaorientation.cfm.

United States,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) The Contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations, and directives.

17. EQUAL OPPORTUNITY (APR 2015)

(a) Definition. As used in this clause.

"Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/compliance/guidance/qandagenderidentity.cfm.

"Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs/compliance/guidance/qandaorientation.cfm.

United States,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) The Contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations, and directives.
(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, or (f) Risk of loss of Government property.

5. (JAN 2013)

6. (JAN 2013)

7. (JAN 2013)

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16. (JAN 2013)

17. (JAN 2013)

18. (JAN 2013)

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax as that the Government may reasonably be expected either to increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

18. PROPERTY (JAN 2013)

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

(b) Title to property. The Contractor, as provider of property or services required for the performance of the work under this contract, is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the Government to the Contractor. The Laboratory reserves the right to inspect, and to accept or reject, any item of Government 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 directly from the Government upon (1) issuance for use on this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) commencement of storage, construction, or operation of the property by the Contractor, whichever first occurs. Property furnished by the Laboratory and property purchased or furnished by the Contractor, title to which is transferred to the Contractor as a result of any action by the Contracting Officer, is hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affiliation to any realty.

(c) Identification. To the extent directed by the Laboratory Procurement Official, the Contractor shall identify Government property coming into the Contractor’s possession or custody, by marking and segregating in such a way, satisfactory to the Laboratory, as shall enable its return to the Government in the event of cancellation of the contract or when such property is no longer necessary for the performance of the work. The Contractor, in its possession or custody of Government property, shall bear all the costs of marking and segregating such property, as well as all expenses for storage or other necessary care and maintenance of such property, until the same is delivered to the Government, returned to the Laboratory, or is otherwise released from the Contractor’s possession or custody of the Contractor under this contract.

(d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official may direct, to be used in connection with the work or upon completion or termination of this contract. The Contractor may, upon such terms and conditions as the Laboratory Procurement Official may direct, sell, or exchange property (9) at a price agreed upon by the Laboratory Procurement Official and the Contractor, or sell such property on commission or consignment in accordance with the relevant regulations of the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 105), or other applicable regulations.

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

(f) Risk of loss of Government property.

(i) The Contractor shall be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by circumstances beyond the Contractor’s control.

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

(B) Failure by the Contractor to employ and advance in employment qualified protected veterans.

(C) Failure of contractor managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Contracting Officer to safeguard such property under paragraph (d) of this clause, or any other written directive, or to prevent or act upon any reason to believe that such property is or may be lost, stolen, destroyed, or otherwise disposed of.

(ii) As an initial review of the facts, the Laboratory Procurement Official informs the Contractor that there is reason to believe that the loss, destruction or, of damage to, Government property results from conduct failing to adhere to the requirements of the paragraph (f) of the clause. The Contractor may be required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

4. The Contractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, include in each such solicitation or advertisement the notice to be provided by the Government under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

6. The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

8. The Contractor shall comply with all applicable Federal, State, and local taxes and duties. The Contractor shall permit access to its premises, during normal business hours, by the Auditor’s Office for the purpose of conducting an independent audit of the Contractor’s Federal, State, and local tax compliance. The Contractor shall file all returns and pay all taxes and duties required under this clause.

9. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct in those areas where compliance is not possible. The Contractor shall, uponinquiring of the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such [58x279]Compliance Programs, to enforce the terms, including action for noncompliance. Such
21. LIMITATION ON PAYMENTS TO INFUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

(a) Definitions. As used in this clause—

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

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

1. Awarding any contract
2. Making any Federal grant
3. Making any Federal loan
4. Entering into any cooperative agreement.
5. Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

(b) Prohibited payments.

(1) Payment or reimbursement to a person, other than an officer or employee of a person requesting or receiving a Federal action, for influencing or attempting to influence an agency to make an informed decision by providing information or submissions in response to a request for information.

(2) Payment or reimbursement to a person, other than an officer or employee of a person requesting or receiving a Federal action, to influence an agency to accept a proposal, bid, or offer.

(3) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(4) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(5) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(6) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(7) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(8) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(9) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(10) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(11) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(12) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(13) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(14) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(15) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(16) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(17) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(18) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(19) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(20) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.

(21) Payment or reimbursement to an officer or employee of a person requesting or receiving a 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 as a condition for receiving that Federal action.
(iv) 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.

(3) Only those communications and services expressly authorized by paragraphs (1) and (2) of this section are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL. Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the lobbying.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be available.

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

(f) Cost. All costs are reasonable costs. The Contractor shall include the cost of the certification in the contract price.

23. 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 1945, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, and

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

(b) The Contractor shall provide to the Laboratory a copy of the original certification form and provide the Laboratory with the number of days required in advance of delivery of the material or servicing the material.

(c) If there has been a change affecting the quantity of activity, or the characteristics and composition of the radioactive material from those under this contract, the Contractor may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request will —

(1) Be submitted in writing;

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

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

(4) Include all items, parts, or subassemblies which contain radioactive materials in which the specific activity will be greater than 0.002 microcuries per gram or activity per item exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government or the contractor; and

(5) Be accompanied by a copy of the latest revision of MIL-STD-129 in effect on the date of the contract.

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

24. NOTIFICATION OF EMPLOYEE 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). contractor must provide notice to employees concerning the protections afforded to all workers, including employees in plants and offices where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically.

Obtaining Copies of the Notice of Employee Rights

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


If you are unable to download the PDF, or if you would like to request a hard copy of this notice, you can send a request to olms-public@dol.gov or call (202) 693-0123. Contractors may also reproduce and use an exact duplicate copy in the official notice.

(a) Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF)

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

25. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

Applies To Contracts That Exceed $10,000 In Value

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, as prescribed by the Secretary of Labor, on conspicuous places in and about the plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 414.21(b) and (c).

(b) The physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees. The contractor may post the notice electronically, so long as the notice is accessible to employees electronically, and engage in activities related to the performance of the contract.

(c) The Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any web site that is maintained by the Contractor and is customarily used for employees, that notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 414.21(b) and (c).

(d) Any labor relation dispute involving a subcontractor which results in the immediate termination of the subcontract or which is referred to arbitration, or which is settled in any manner not in accordance with this clause, and where substantial cause exists to believe that such action will result in a violation of the National Labor Relations Act, may be reported directly by the subcontractor to the Secretary of Labor as a means of enforcing such provisions, a link to the Department of Labor’s Web site that contains the full text of 11x17 poster. The link to the Department’s Web site, as referenced in 0(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

(e) This required employee notice shall be revised to read:

(1) Obtained from the Division of Interpretations and Standards, Office of Labor Management Standards, 200 Constitution Avenue, N.W., Room N-6069, 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 that has jurisdiction over the Labor Relations Board.

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

(1) Downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

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

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

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

(i) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, at the option of the Government, in accordance with 29 CFR 414.11 and subpart 9. 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.

(j) The Contractor shall include the substance of this clause, including this paragraph (j), in every subcontract that exceeds $150,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders promulgated by the Secretary of Labor under section 14(b) of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(k) The Contractor, on the contractor’s behalf, shall be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(l) If, however, a subcontractor is threatened by 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.

26. PAYMENTS (FEB 2004)

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

(b) The Laboratory shall make progress payments monthly as the work progresses, or at any frequent intervals as determined by the Laboratory, on estimates approved by the Laboratory. If requested by the laboratory, the contractor shall furnish a breakdown of the total contract cost for inclusion in the contract file for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the laboratory may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the contractor at locations other than the site may also be taken into consideration if —

(1) Consideration is specifically authorized by this contract; and

(2) The contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the contract.

(c) In making these progress payments, there shall be retained 10 percent of the estimated amount due until final inspection is complete. However, if the laboratory finds that satisfactory progress was achieved during any period for which a payment is retained, the contractor may be required to refund the excess amount. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment may be made for the completed work without retention of a percentage of the contract price.

(d) Contractor shall ensure that all payments due to subcontractors and suppliers for acceptable materials and services will be made timely. Progress payments received hereunder this contract.

(e) All material and work covered by progress payments made shall, at the time of payment, be the sole property of the Government, but this shall not be construed as --

(1) Relieving the contractor from the sole responsibility for all material and work upon which payments may be made; or

(f) Waiving the right of the Laboratory to require the fulfillment of all of the terms of the contract.

(g) The Contractor shall, after receipt of a proper invoice, reimburse the contractor for the entire amount of premiums paid for performance and payment bonds (including reinsurance and surety company agreements, when applicable) after furnishing evidence of full payment to the surety.

(h) Property.

(1) Property shall mean all tangible personal property identified as Argonne Form 1510, Control of Government Property – Contractor Requirements, in the section
entitled, “IDENTIFICATION” that has been purchased by the contractor in the performance of the contract for which cost the contractor is entitled to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.

(2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, "Argonne National Laboratory Subcontractor Property Management Government Property Acquisition Record, ANL-661.

The LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL-661 IS INCLUDED.

(b) The contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage of privately owned vessels. (A) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both—

(1) By the Contractor and added to the invoice for contractor supplied goods and services.

(2) By a first-tier subcontractor and added to the invoice for contractor supplied goods and services.

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

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

a. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12) and the Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication [FIPS PUB] Number 201. (b) The Contractor shall account for all forms of government-provided notification to the Contractor employees in connection with performance under this contract.

The Contractor shall return such identification to the issuing agency at the earliest of any of the following unless otherwise determined by the contractor to continue service for:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor employees’ employment.
3. Prior to contract completion or termination.

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

d. The Contractor shall maintain records to show that requirements have been met.

e. The Contractor shall submit the following information to the issuing agency:


3. A list of contractor employees enrolled in the Personal Identity Verification System.


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

(1) Acquired for a U.S. Government agency account.

(2) Furnish, or for the account of, any foreign nation without provision for reimbursement.

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

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

(b) The contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

(1) Acquired for a U.S. Government agency account.

(2) Furnish, or for the account of, any foreign nation without provision for reimbursement.

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

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

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

(i) The Authorized Government Procurement Official, and

(ii) The Office of Cargo Preference

(iii) Maritime Administration, (MAR-980), 400 Seventh Street, SW Washington DC 20590

(iv) Subcontractor bills of lading shall be submitted through the prime contractor.

(2) The contractor shall furnish these bills of lading copies (i) within 20 working days of the date of loading for shipments originating outside the United States or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(j) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(2).

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

(i) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;

(ii) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2373);

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

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

(i) This contract is—

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

(ii) (B) a contract or agreement for ocean transportation services; or

(iv) (C) 400 Seventh Street, SW Washington DC 20590

Phone: (202) 366-4510.

29. PREFERENCE FOR U.S. FLAG AIR CARRIERS (FEB 2006)

(a) Definitions. As used in this clause—

(1) 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 of which both are outside the United States.

(2) Port of loading.

(3) Port of unloading.

(4) International air transportation of persons (and their personal effects) or property by U.S.- flag air carrier for international air transportation of personnel (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]; or

(d) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall provide a statement on air carrier service:

(i) Total ocean freight revenue in U.S. dollars.

(ii) Statement of compliance with the preference.

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

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

(a) This clause shall become operative only for any modification to this contract involving a price reduction (add end item “or” to exceed the threshold or submission of certified cost or pricing data at FAR 19.403-4, except that this clause does not apply to any modification if an exception under FAR 19.403-4 applies).

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, 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 provisions was applied incorrectly, the contractor shall submit a statement on air carrier service:...
(e) 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—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(d) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

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

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

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

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

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

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

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

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

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

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

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

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

(d) Except as prohibited by subsection (c)(2)(i) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) the Contractor or subcontractor notifies the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) the Contractor verifies that the certified cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(e) An offset shall not be allowed if—

(A) the undated data were known by the Contractor to be undated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) the Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(f) If any reduction in the contract price under this clause reduces the price for items of 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—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

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

32. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause;

(1) "Contractor" means the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html

(2) "Segregated facilities" means any waiting rooms, work areas, rest rooms and wash areas, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots for non-handicapped employees, waiting areas for transportation, and housing facilities provided for employees, that are segregated by explicit written policy or are in fact segregated; or other DOE property, such as dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and other DOE property. The term does not include single or separate user rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(3) "Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html

(b) The Contractor shall identify the items and classification levels and categories of matter proposed for classification subject to export as "Simplified Restricted Data" in the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the DOE. For matters of any item or process (including computer software) made or furnished by the Contractor to the Department of Energy that were acquired by the Contractor for purposes of foreign proliferation, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by 26 U.S.C. 6621(a)(2); and

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

33. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

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

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

(i) A commercial item (as defined in paragraph (1) of the definition in FAR paragraph (n));

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

(iii) Offered to the Government, under a contract or subcontract at any tier, with modification, in the same form in which it is sold in the commercial marketplace;

(2) Does not include any item subject to export control, as defined in 15 U.S.C. 3701(2), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government’s interests. Other than a subcontract for a commercially available item, 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 $50,000, other than a subcontractor providing a commercially available off-the-shelf item that is debarred, suspended, or proposed for debarment (see FAR paragraph 4.8.127; see Section 16.5, on the System for Award Management (SAM) Exclusions), the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(d) The systems and procedures the Contractor has established to ensure that it is engaging only those suppliers, contractors, subcontractors, or entities dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds $30,000 in value; and

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

34. PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors as provided in the applicable contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns including subcontracts with small business concerns for the acquisition of commercial items.

35. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, as part of the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or of OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a party subject to United States sanctions.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most transactions from or with North Korea, the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR chapter V and/or on OFAC’s website at www.treas.gov/enforcement/ofac/....

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

36. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(a) Applicable to Contracts Which Exceed $100,000.

(b) Except as otherwise provided for in the contract, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government or to any person or entity (including commercial organizations) that is treated differently from any other prospective purchaser for the sale of the commercial item.

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

37. SECURITY (OCT 2013) (DEVIATIONS)

(c) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

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

Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means that data which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include material which, pursuant to the Atomic Energy Act of 1954, is classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

Definition of Special Nuclear Material. The term "special nuclear material" means: (1) plutonium, uranium enriched in the 233 or 235 isotopes, and any other material protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to restricted data.

Definition of Access authorizations of personnel. The term "access authorization" of personnel means the authority granted by law or regulation to an individual to access classified or special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162.

Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means that data which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include material which, pursuant to the Atomic Energy Act of 1954, is classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(b) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employee or applicant at the request of the federal government if it is determined to be in the interest of national security, and if the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement shall also alert applicants that successful completion of the test for illegal drugs will constitute one of the requirements for employment.

The Contractor shall provide an access authorization to an individual only after the individual has passed the test for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(c) Contractor may not allow any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE regulations, to the extent that the DOE regulations are applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE regulations, to the extent that the DOE regulations are applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(d) The Contractor shall comply with such instructions as the Contracting Officer may terminate this contract for convenience if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control or influence situation in order to avoid performance or a termination for default. The Contracting Officer shall provide written notice of the decision to terminate this contract for convenience if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control or influence situation in order to avoid performance or a termination for default.

The Contractor shall provide an access authorization to an individual only after the individual has passed the test for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(e) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employee or applicant at the request of the federal government if it is determined to be in the interest of national security, and if the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement shall also alert applicants that successful completion of the test for illegal drugs will constitute one of the requirements for employment.

The Contractor shall provide an access authorization to an individual only after the individual has passed the test for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
Assurances that the offeror will include the clause of this contract entitled "Utilization Of Small Business Concerns," or as provided in agency regulations; (iii) Records on each subcontract solicitation resulting in an award of more than $1.5 million for construction of any public facility with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

A statement of- (A) Whether small business concerns were solicited and, if not, why not; (B) Whether veteran-owned small business concerns were solicited and, if not, why not; (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not; (D) Whether HUBZone small business concerns were solicited and, if not, why not; (E) Whether small disadvantaged business concerns were solicited and, if not, why not; (F) Whether women-owned small business concerns were solicited and, if not, why not; and (G) If applicable, the reasonable effort shall be made to follow the procedures outlined in the paragraph above.

A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to- (i) Small business concerns; (ii) Veteran-owned small business concerns; (iii) Service-disabled veteran-owned small business concerns; (iv) HUBZone small business concerns; (v) Small disadvantaged business concerns; and (vi) Women-owned small business concerns.

A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veteran service organizations, U.S. Small Business Administration (SBA) offices, Venture Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged and women-owned small business concerns associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not define ownership of a small business concern in all "make-or-buy" decisions.

A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be included with- (I) Small business concerns (including ANC and Indian tribes); (II) Veteran-owned small business concerns; (III) Service-disabled veteran-owned small business concerns; (IV) HUBZone small business concerns; (V) Small disadvantaged business concerns (including ANC and Indian tribes); and (VI) Women-owned small business concerns.

The name of the individual employed by the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual.

A description of the efforts of the offeror to make maximum utilization of- (i) Small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, which have an equitable opportunity to compete for subcontracts; (ii) Cooperate in any studies or surveys as may be required; (iii) Submit periodic reports so that the Government can determine the extent of subcontracting opportunities) in this clause.

Assurances that the offerer will- (i) Provide its prime contract number, its own DUNS number, and the e-mail address of the offeror’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting goals so they can enter this information into the eISRS when submitting their ISRs; and (ii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerer’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, including all subcontractors, prime contractors, subcontractors, and joint ventures)- (I) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(i) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
39. 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 if the contract is a modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 to include any information reasonably required to explain the subcontractor’s estimating process such as such factors as the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of contingencies included in the price, unless an exception under FAR 15.403-1 is applicable.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.408-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated cost or price of the subcontract or subcontract modification.

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

40. 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 if the contract is a modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 to include any information reasonably required to explain the subcontractor’s estimating process such as such factors as the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of contingencies included in the price, unless an exception under FAR 15.403-1 is applicable.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.408-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated cost or price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when awarded, the Contractor shall insert either—

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

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.
Upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify a termination settlement, partial payments may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amounts if any, attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause.

(2) The contract price for completed supplies and services furnished under paragraphs (f) and (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made therefor, and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or change the amount that may be paid under paragraph (f).

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination, the Contractor may request a time extension of the contract, and the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (g)(2) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses as rapidly as practicable, but excluding costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(3) of this clause; and

(iii) A sum, as profit on subdivision (g)(2) of this clause, determined by the Contracting Officer under 49.2022 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under subdivision (g)(2) of this clause and shall reduce the settlement to reflect the indicated rate of loss.

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

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

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

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

(h) Except for normal spoilage, and except to the extent that the Government expressly assures the Contractor of the lack of risk of loss, the Contracting Officer shall not include from the amounts allowed the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer of property that is destroyed, lost, stolen, or damaged so as to be unmarketable, if it was properly insured against risk of loss under a policy or policies of insurance maintained by the Contractor, or, as agreed upon by the parties.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer or from any request for equitable adjustment within the time provided in paragraph (e) or (l), to the Contracting Officer under paragraph (g) of this clause, of—

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

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

(k) If the Contractor or the Contracting Officer fail to agree in whole or in part on the amount to be paid under paragraph (j) of this clause, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor and shall pay the amount determined as follows:

(1) The costs of work as determined by the Schedule of the Government, include—

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

(ii) If the termination is for the convenience of the Government, and with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, substitute the following paragraph (h) of this clause:

(iii) An amount for material and labor expenses computed as if the expenses were incurred before the effective date of termination, but excluding any costs attributable to supplies or services paid or to be paid under paragraphs (f) and (g) of this clause, and

(iv) The portion of the settlement settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(3) of this clause; and

(v) The reasonable costs of termination inventory, including—

(A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and

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

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

(l) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make an 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.

(m) 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 that the payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount determined, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate compounded by the Secretary of the Treasury under 31 U.S.C. App. 1215(b)(2). Interest shall be payable on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 30 days after the date of the retention or other disposition, or a later date determined by the Contracting Officer because of circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. 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 charge to the Government. The Contractor shall maintain, at its own expense, records of original receipts, invoices, canceled checks, and other authentic reproductions of these records or documents. After the expiration of this clause, the records and documents shall be destroyed except to the extent required by applicable laws or regulations.

(o) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. 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 charge to the Government. The Contractor shall maintain, at its own expense, records of original receipts, invoices, canceled checks, and other authentic reproductions of these records or documents. After the expiration of this clause, the records and documents shall be destroyed except to the extent required by applicable laws or regulations.
(A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data.

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

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

(2) If the termination is for default of the Contractor, include the amounts computed under paragraph (h)(1) of this clause but omit—

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

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

(3) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of the contract price and the amount of any penal sum of any bond that becomes inadequate in the event of termination before the effective date of termination, unless extended in writing by the Contracting Officer.

43. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(A) Unless otherwise exempt, the Contractor, its owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), 42 U.S.C. 11023, and section 6067 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(B) A Contractor-owned or -operated facility used 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.

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

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(b) of EPCRA, 42 U.S.C. 11023(b)(1)) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

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

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

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

(iii) Group codes 20-39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating electricity or for distribution for consumption).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or 5169, 5171, 5179, limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

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

(C) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (B) 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 no longer qualify—

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

(ii) The Contractor, as owner or operator of a facility used in the performance of this contract, shall not file an annual Form R for the life of the contract for such facility.

(D) The Contractor shall submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(E) The Laboratory Procurement Representative may terminate this contract or take other appropriate action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(F) Except as acquisitions of commercial entities as defined in FAR Part 2, the Contractor shall—

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.222-13, Certification of Toxic Chemical Release Reporting, and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this paragraph, except this clause (e).

44. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

The contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (12) of this clause. The goals stated in the solicitation for this contract are expressed in terms of percentage of pay and employment and transition of minority and female utilization that the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The contractor is expected to make substantial uniform progress toward its goals.

(1) The contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(2) The contractor shall continue to file the annual Form R for the life of the contract for such facility.

(3) The contractor shall ensure the foremen, superintendents, and other on-site supervisors and personnel are aware of and carry out the contractor’s obligations to maintain such a working environment, with specific attention to minority or female individuals working at sites or facilities.

(4) The contractor shall ensure the foremen, superintendents, and other on-site supervisors and personnel are aware of and carry out the contractor’s obligations to maintain such a working environment, with specific attention to minority or female individuals working at sites or facilities.

(5) The contractor shall ensure that the labor relations representative is aware of and carry out the contractor’s obligations to maintain such a working environment, with specific attention to minority or female individuals working at sites or facilities.

(6) The contractor shall ensure the labor relations representative is aware of and carry out the contractor’s obligations to maintain such a working environment, with specific attention to minority or female individuals working at sites or facilities.

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Section II - Clauses That Are Mandatory and Apply to Site Construction

45. ADDITIONAL BOND SECURITY (OCT 1997)

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

(A) The Contractor or subcontractor obtains any bond furnished under this contract becomes unenforceable or is otherwise lost or destroyed.

(B) Any subcontracts fail 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 event of termination.
13. Ensure that seniory practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the contractor's obligations under this contract are being carried out.

14. Ensure that all facilities and company activities are nonsexagated except that separate or single-user toilet and necessary changing facilities shall be provided to maintain privacy between the sexes.

15. Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other organizations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's equal employment policy and affirmative action obligations.

(ii) The contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of its obligations under subparagraphs (g)(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-consultant, or similar group of which the contractor is a member and participant may be ascertained as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16).

(iii) The contractor shall designate a responsible official to --

(a) Apprentices.

(iv) The contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(v) The contractor shall ensure that every training program, if certified by the OATELS or a State Apprenticeship Agency recognized by the OATELS; or

(vi) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if the program is registered with the OATELS or State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(vii) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program.

(viii) Any worker listed on a payroll as an apprentice or trainee on a wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage rate specified in the applicable wage determination.

(ix) When a contractor is performing construction on a project in a locality other than that in which its program is registered, and the wage rates (expressed as percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program and the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination.

(x) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid not less than the applicable wage rate on the work performed, and the rate paid for the work performed shall be paid in accordance with that determination.

(xi) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(xii) Apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
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### Definitions

- **Commercially available off-the-shelf (COTS) item**:
  - (1) Includes any item of supply (including construction material) that—
    - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101).
    - (ii) Sold in substantial quantities in the commercial marketplace.
    - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
  - (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

- **Component**: A material, article, or supply incorporated directly into a construction material.

### Exceptions to the Buy American Act

- (a) Definitions. As used in this clause:
  - (i) "Construction material" means an article, material, or supply brought to the construction site and used in the construction, installation, or erection of a public building, or work that are produced as complete systems, are evaluated as a single item.
  - (ii) "Domestic" means produced, manufactured, or originated in the United States.
  - (iii) "Domestic preference" is the practice of awarding contracts to domestic producers.

### Certification of Eligibility

- (a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded construction contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(b)(2).

### Changes

- (a) The Contractor may, at any time, without notice to the surety, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including—
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished property or services; or
  - (4) Directing acceleration in the performance of the work.

### Cleaning Up

- The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, trash, tools, scaffolding, equipment, and materials that are not the

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- **Component**: A material, article, or supply incorporated directly into a construction material.

### Exceptions to the Buy American Act

- (a) Definitions. As used in this clause:
  - (i) "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 includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and emergency evacuation systems, that are brought to the site for incorporation after the building or work and that are produced as complete systems, are evaluated as a single item.
  - (ii) "Domestic" means produced, manufactured, or originated in the United States.
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  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
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### Cleaning Up

- The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, trash, tools, scaffolding, equipment, and materials that are not the
property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

54. COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

55. COMPLIANCE WITH COPENLAND ACT REQUIREMENTS (FEB 1988)

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

56. CONSTRUCTION WAGE RATE REQUIREMENTS-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (MAY 2014)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Secretary of Labor, Wage and Hour Division, U.S. Department of Labor, that is effective for an extension of the term of the contract, will apply to that option period.

(b) The Labor-Management Procurement Office will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits, unless:

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract, will apply to that option period;

(2) Incorporation of a wage determination as applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

57. CONTRACT TERMINATION DEBARKMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards Act – Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copenland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, of incorporation of portions of the requirements may be grounds for contract termination and for debarkment as a Contractor and subcontractor as provided in 29 CFR S 1.2.

58. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.330) shall require or permit them to work over 40 hours in a workweek unless they are paid at least 1 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation, liability for unpaid wages, liquidated damages. The responsible Contractor and 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. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act (found at 40 U.S.C. chapter 37).

(c) Liability for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, and hours of overtime worked. Payroll records need not duplicate those required for construction work by Department of Labor regulations; but they shall accurately reflect the time spent in each classification in which work is performed.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor shall provide access to employment representatives of the Office of Contract Compliance Programs, Department of Labor or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers or mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

59. CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)

(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 for work on it is completed; and

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

(A) Located in the United States; and

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

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of beds and not on the Project Site, are not included in the “site of the work.” Such permanent, previously existing facilities not a part of the “site of the work” even if they are in operation for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) (1) All laborers and mechanics employed or working upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction for any such account (except as may be permitted by law), the full amount of wages and bona fide fringe benefits (or cash equivalents therefor) that are computed at rates not less than those contained in the wage determination applicable to the primary site of the work.

(2) Contributions made or costs incurred for bona fide fringe benefits under section 10(b)(2) of the Construction Wage Rate Requirements statute are required. Laborers or mechanics are considered paid wages paid to such laborers or mechanics when the contributions are made or costs are incurred for bona fide fringe benefits under this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly), or costs under programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at rates specified for each classification performed at time actually worked therein; provided that the employee’s payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c) and (d) of this clause and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) will be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(e) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits only when all of the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(f) If the Contractor and the laborers or mechanics to be employed in the classification do not agree on the classification and wage rate or the Contracting Officer agrees on the classification and wage rate (including the amount designated for fringe benefits, when applicable), any contract or subcontract negotiation taken shall be sent by the Contracting Officer to the Administrator of the:

(Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210)

The Administrator of an authorized representative will approve, modify, or disapprove any additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer that the classification action is under section 1(b)(2) of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

60. DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Laboratory may, without notice to the Contractor, terminate any portion of the work (or the separable part of the work) that has been delayed. In this event, the Laboratory may take over the work and complete it by contract or otherwise, and may take possession of and use materials furnished under the contract, and may retain the services of others for completing the work. The Contractor and its sureties shall be liable for any damage to the Laboratory resulting from the Contractor’s refusal or failure to complete the work within the specified time, whether or not the Contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the Laboratory in completing the work.

(b) The Contractor’s default in commencing the work arises from unreasonableness causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

(i) Acts of God or of the public enemy,

(ii) Acts of the Laboratory in either its sovereign or contractual capacity,
61. DIFFERING SITE CONDITIONS (APR 1984)

(a) The contractor shall promptly, and before the conditions are disturbed, give a written notice to the Laboratory of (1) subsurface or lateral physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as involving work in the character performed for in the contract.

(b) The Laboratory shall investigate the site conditions promptly after receiving the notice. If, in the judgment of the Laboratory, it is necessary to change the cost or the time of the work under this contract, whether or not changed as a result of this condition, an equitable adjustment shall be made under this clause and the condition modified in writing accordingly.

(c) No request by the contractor for an equitable adjustment under this clause shall be allowed, unless the contractor has given the written notice required, provided that the time prescribed in (a) above for giving written notice may be extended by mutual agreement of the parties.

(d) No request by the contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

62. DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7, and procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with the applicable rules and regulations of the Department of Labor, or the employees or their representatives.

63. ENVIRONMENT, SAFETY AND HEALTH (FEB 2014)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of Argonne, DOE, and contractor employees, as well as the public and protection of the environment. Activities shall be conducted in accordance with all applicable Environment, Safety and Health (ES&H) regulations and requirements, including reporting requirements of DOE as identified by the Laboratory in writing from time to time. The regulations and requirements include Title 10 of the Code of Federal Regulations (CFR), Energy Part 851, Worker Safety and Health Program (WSHP), which invokes Title 29 CFR, Labor, including but not limited to Parts 1910 and 1920, Title 42 CFR, Protection of Environment, Title 49 CFR, Transportation, as well as other applicable state, federal, and local regulations for construction are also applicable. Subcontractors to Argonne National Laboratory are subsequently required to comply with applicable requirements of 10 CFR 851, and any information about this regulation can be found at the DOE’s website [http://energy.gov/ehss/focusareas/worker-safety-and-health-program/for-contractor] or on the Argonne Laboratory’s ES&H Web site. The contractor shall be responsible for ensuring that all subcontractors are aware of the requirements of this regulation and determining applicability with respect to subcontracted activities provided to the Laboratory. 10 CFR 851 requires a DOE-approved WSHP for every construction project. Requirements of the Argonne Laboratory’s ES&H Web site are applicable to all DOE and subcontractor(s) specifically communicating through this document, form ANL-526, Contract Terms and Conditions. Subcontractor compliance with 10 CFR 851 is, therefore, achieved by:

1. Complying with the standard terms and conditions and any supplemental conditions applicable to and associated with the contract, or alternatively.

2. Authoring, submitting and obtaining approval of a DOE and Site specific Safety and Health Plan. Prior to the date the contractor submits a bid for this contract, or the date the contractor executes it, whichever is earlier, the contractor shall notify the Laboratory in writing if the contractor will seek DOE approval of any alternative site specific Worker Safety and Health Plan developed by the contractor and also provide the Laboratory with copies of any such plan and an opportunity to comment on and discuss any such plan. Unless and until such DOE approval is given, the contractor will comply with the terms and conditions and references in this contract.

The contractor shall indemnify and hold the Laboratory harmless in the event DOE imposes a fine or penalty on the Laboratory pursuant to a violation of 10 CFR 851, and any fine or penalty arising out of the contractor’s activities under this contract by the contractor, its subcontractors, and/or their agents, representatives, servants or employees. The Laboratory shall notify the contractor, in writing, of any noncompliance with the provisions of this clause and the corrective action to be taken, which may include suspension of employees from the site. DOE, if appropriate, can issue a Notice of Violation, which can be accompanied by a fine, and that a Notice of Violation may be issued. The contractor shall promptly evaluate and resolve noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution of it, at any time, the contractor’s acts or failure to act with the parallel content or other reason to the environment or health of employees or the public, the Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a Laboratory Procurement Official related to this clause shall be without prejudice to any other legal or contractual rights of the Laboratory or the contractor, issue an order stopping all work in whole or in part. The contractor shall promptly evaluate and resolve noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution of it, at any time, the contractor’s acts or failure to act with the parallel content or other reason to the environment or health of employees or the public, the Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a Laboratory Procurement Official related to this clause shall be without prejudice to any other legal or contractual rights of the contractor, or subcontractor(s). The Laboratory Procurement Official shall be empowered and obligated to stop any work activity that is deemed to be in imminent danger of causing a fatality or serious injury.

A. Reporting Requirements

1. The contractor’s supervisor shall call the Construction Management Office by 8:00 A.M. every working day to report the number of employees, and the number of employees, including both the company’s and those of the company’s subcontractors, expected on site on that day. The phone number is 630-252-4700.

2. All contractor and subcontractor accidents and unauthorized releases to the environment occurring at the Laboratory must be reported immediately by dialing 911 from a Laboratory telephone or pay phone, or 630-252-1911 from a cellular phone. The accident or unauthorized release must be reported immediately to the Project Specialist, Technical Representative, or Project Manager, in addition to the Contractor Corporate Safety Plan Review Guide (ESQ-526), which contains all programs that are relevant to the contractor’s business activities and at a minimum will contain all highlighted areas of the Construction Safety Plan Review Guide (ESQ-526), encompassing the requirements of all applicable aspects of Title10 CFR 851, Worker Safety and Health Program, including Title 29 CFR, Protection of Environment, Part 1910, OSHA Safety and Health Standards for General Industry, and Part 1926, Safety and Health Regulations for Construction, and Title 40 CFR, Protection of Environment. The contractor is required to communicate with the requirements set forth in this plan. If the contractor’s construction project safety & health plan must be reviewed, 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 location of the designated Worker Protection Poster;

f. Implementation of Affirmation of Required Action in the contract, including the specifications;

g. Employee right to file a concern with DOE;

h. Drug-Free Workplace requirements; and

i. Disciplinary policy and procedures.

j. Items that must be available at the job site include (M)SDS, DOE designated Worker Protection poster, DOE Davis-Bacon (CERB) Antidiscrimination notice, DOE guidelines for designating compensable activity, all permits and all approved activity hazard analysis plans, and the Laboratory’s DOE Differing Professional Oversight Program Cover. The Differing Professional Oversight Program is comprised of DOE employees of their own accord or to respect with environment, safety, and health concerns, as required by DOE.

The contractor will issue, or cause to be issued, a construction project safety & health plan will be reviewed for compliance with the requirements established above. (A guide for the development of the plan was included in the solicitation documents.) If the plan is found to be in compliance, the plan will be approved and any changes which are required will be returned to the contractor with comments on areas not in compliance. A pre-construction meeting will be held, and field work will begin only after the plan is approved. Any revisions subsequent to the initial approval shall be submitted and approved prior to the contractor’s implementation of these revisions.

The contractor is responsible for ensuring that its subcontractors’ construction project safety & health plan(s), which must comply with the requirements set forth in this plan, including the design, implementation, and enforcement of work on site, and ensuring compliance during performance of the work.

4. If the contractor fails an approved construction project safety & health plan on file with the Laboratory, the WSHP is to be amended, reviewed, and approved prior to commencing new work.

B. Job Safety Analysis (JSA)

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 for these plans is outlined in the contracts. All modifications to these plans must be approved prior to implementation. If changes are made to the project scope that would affect the plans, all modifications must be approved by the Laboratory prior to the revised work scope taking place. If the work involves excavation, an erosion control plan will be required. This plan shall include the location and description of the areas, waterways, and roads to be protected, the erosion control measures to be installed, and a map of the area.

D. Job Safety Analysis (JSA)

1. A Job Safety Analysis (activity hazard analysis, per 10 CFR 851 Appendix A, Section 1) must be approved, prior to the pre-construction meeting. The safety
G. Variances

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 performed by the contractor.

The CSO lasts approximately one and one-half hours. This orientation is required on an annual basis. On completion of the orientation, each employee will receive a wallet card that is valid for 12 months. A pass will be issued to Laboratory personnel on request. On 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 used only by the employee whose name appears on the pass.

I. Equipment and Tool Inspection

Such inspections will be conducted on site by contractors and subcontractors as required by the Laboratory during the duration of the contract. 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.

J. Laboratory Site Rules

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

1. Possession of weapons, firearms, ammunition, explosives or other apparatus or material hazardous to the public or property.

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

3. Indecent behavior of any type.

4. Stealing, misuse, or destruction of Laboratory or government property.

5. Violation of site traffic and parking regulations.

6. Altering or removing any construction signs.

7. Using Laboratory facilities such as the cafeteria and washrooms while wearing street clothes.

K. Laboratory Site ES&H Requirements

The following requirements must be included in the contractor’s ES&H Program and Baseline Project Plan. If not included, it will be the responsibility of the contractor, by virtue of its position as a host employer, to not be responsible for the provision of hot work

1. The Laboratory conducts work through the use of on-site permits. All required permits will be given to the contractor and will be arranged for by the Laboratory. Laboratory exceptions shall not be implemented without approval by the Laboratory.

2. Contractors shall designate and identify a competent member of their organization whose duties shall be the implementation of the contractor’s ES&H program on the Laboratory site.

3. The contractor shall submit a list of all personnel who have been given the written construction project safety and health plan, the JSA, as well as Argonne requirements, providing job-specific safety orientation and documentation. The ES&H Representative and alternates for the Laboratory for approval prior to assignment of duties. The Laboratory will review and must approve the above submittals prior to the start of work.

4. The ES&H Representative shall attend the pre-construction meeting and be present at all times work is in progress on the site by the contractor or subcontractor. If the ES&H Representative is off site, the contractor shall designate and notify the Laboratory of an alternate.

5. Duties include, but are not limited to: enforce the written construction project safety and health plan, the JSA, as well as Argonne requirements, providing job-specific safety orientation and documentation. Contractors must verify that the energy source is deenergized before starting work on the system. Contractor employees participating in lockout/tag-out of hazardous energy sources and working on lockout/tag-out procedures must verify that the energy source is deenergized before starting work on the system. Contractor employees must apply their lock and tags to energy control devices.

6. All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short (3/4 length) sleeve shirt, long trousers, and hard sole leather footwear. All employees shall be permitted to wear heavy protective apparel if they believe that the equipment or operation presents a greater hazard to the feet or toe. All employees shall be permitted to wear steel toe or metatarsal (foot) boots, Canvas, tennis, or deck shoes are not permitted within the construction work area.

7. Ground fault circuit interrupters must be provided for electric hard hand tools and portable appliances. In some cases, the laboratory grounded equipment program is not an acceptable alternative.

8. All vehicles operating on powered equipment, except automobiles and pickup trucks, must have backup alarms.

9. Personnel lifts must be equipped with audible motion alarms in movement in any direction.

10. All tools must be equipped with a safety foot, or other type of interlock to restrict movement.

11. If required by the equipment manufacturer, roll over protection structures should be provided. Any modifications to lifting and hoisting equipment must be approved by the equipment manufacturer.

12. Emergency exit steps must be kept clear at all times, including doors, corridors, work site, and staging areas.

13. No alarms, safety devices, equipment disabled without Laboratory approval.

14. All public facing doors shall be equipped with lockout/tag-out procedures shall be enforced. Argonne personnel responsible for the equipment or utility will deenergize systems and initiate lockout/tag-out. Contractor personnel must be trained in lockout/tag-out prior to participating in lockout/tag-out of hazardous energy sources and working on lockout/tag-out procedures. The Laboratory maintains that deenergizing the energy source is required prior to starting work on the system. Contractor employees must apply their lock and tags to energy control devices.

15. Fire watch personnel shall be on duty and a minimum of thirty minutes after burning, welding, or fire other spark-generated work is completed as determined by the Laboratory Fire Inspector. No open flame permits are issued by the Laboratory prior to any welding/cutting operations and it must be posted at the work site in a conspicuous area at all times and all restrictions followed. Open burning, fire or spark generation must be off site. Fire extinguishers shall be provided on all smokeacks permitting live sparks or hot material to escape.

16. A “multi-purpose” Class A-B-C dry chemical fire extinguisher, ten pound (minimum) with a pressure gauge (no less than 120 PSI), shall be on the construction site within 100 feet of the work area. An additional extinguisher is required for each open flame operation.

17. Contractors shall hold and document the following meetings:

a. Weekly “Tool Box” meeting (5-15 minutes) for all contractor and subcontractor employees at the site.

b. Meeting minutes or discussion topics must be posted on the contractor’s bulletin board at the job site.

- Any meeting minutes or discussion topics must be posted on the contractor’s bulletin board at the job site.

- Minutes shall include the date, person holding the meeting, subject covered, and signatures of attendees.

- The use of explosives is prohibited without written approval from the Laboratory.

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

- Portable metal ladders are prohibited.

- The contractor’s competent person performing the daily inspections required by OSHA, such as but not limited to the site supervisor.

- Such documentation shall be signed and include the date, time, and contract number. Documentation shall be available for review by the Laboratory for the duration of the project.

- The Laboratory has a scaffolding tagging system in place and therefore, will inspect for all scaffolds at the contractor prior to the use. No scaffolding shall be used without the Laboratory approval. The contractor must assign a trained and qualified scaffold competent person. When working on a scaffold level 4 ft or more above a walking/working surface, OSHA-compliant fall protection
L. Disciplinary Program
The Laboratory will issue verbal warnings to contractors and subcontractors for safety implemented in sequential stages based on the quantity of documented safety violations.

(a) Upon receipt of a third documented safety violation, the contractor employee will be terminated of his work at the Laboratory, the contractor employee will be required to attend the Laboratory and is subject to Laboratory inspection and test at all places and at all times for the purpose of determining the contractor’s performance, misconduct, negligence, and safety violations by both its employers and that of any of its subcontractors. If it is determined by the Laboratory that the contractor has failed to implement its approved ES&H program and the contractor has shown negligence in enforcing ES&H compliance on the Laboratory site, the contractor will be removed from the active bid list of contractors and shall not be allowed to bid work or as a subcontractor on the Laboratory site for a period of time as determined by the Laboratory. For example, two suspensions in one year and a poor safety record are grounds for disqualification (i.e., removal from active bidder lists of contractors).

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 dust/mist masks, including those made of paper, half face air-purifying respirators, full face air-purifying respirators, or any atmosphere-supplying respirators.

1. Medical certification records must be submitted as required by ANSI Z88.2 American National Standard for Respiratory Protection (1992), 29 CFR 1910 and 1926. These records must contain the conclusions of a physician regarding the evaluation of the individual showing the employee’s physical and psychological ability to use respiratory protection equipment.

2. Training records must be included that document that the employee was trained in and had a copy of the violation.

3. Records must be signed by the employee and the contractor and dated within one year of the date of the initial use of the respiratory protection equipment.

4. Fit test records must be submitted that document that the employee was fit tested by a competent fit testing with reliable testing equipment according to the testing requirements at 29 CFR 1910.134. The records must be signed by the employee and dated within one year of the date of the initial use of the respiratory protection equipment.

5. In Case of Emergency
All contractor and subcontractor accidents and unauthorized releases to the environment occurring at the Laboratory site must be reported immediately by dialing 911 from a Laboratory telephone or pay phone, or 630-252-1911 from a cellular phone, and release must be reported immediately to the Project Specialist, Technical Representative, or Project Manager. In addition, the contractor shall complete an ANL-240, Incident Investigation and Analysis Report, and ensure that the incident report is submitted to the incident investigation and analysis report.

6. Drug-Free Workplace
It is the Laboratory’s policy to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, or possession of a controlled substance is prohibited on the Laboratory site. Also, contractor employees are prohibited from consuming alcohol at the Laboratory. Contractor and subcontractor employees who violate this policy will be subject to disciplinary action.

M. Drug-Free Workplace

(1) A contractor shall maintain an adequate inspection system and perform such inspections and tests as will ensure that work is performed in conformance to contract requirements, unless in the public interest the Laboratory consents

(2) me to the contrary.

(3) The contractor shall notify the Laboratory of the contractor’s performance, misconduct, negligence, and safety violations by both its employers and that of any of its subcontractors.

(4) The contractor will deliver a signed copy of the violation to the Laboratory.

(5) The contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.

64. INSPECTION OF CONSTRUCTION (AUG 1996)

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

(b) The contractor shall maintain an adequate inspection system and perform such inspections as will ensure that work is performed in conformance to contract requirements, unless in the public interest the Laboratory consents to the work with an appropriate adjustment in contract price. The contractor shall promptly segregate and remove rejected material from the premises.
(g) If the contractor does not promptly replace or correct rejected work, the Laboratory may (1) issue a change order or otherwise, replace the rejected work or (2) terminate for the contractor's failure to perform the contract. If the work is rejected, the contractor, on request, shall promptly furnish all necessary facilities, labor, and materials. If the work is found to be defective or nonconforming in any material respect, the Laboratory, at its option, may (a) return the work to the contractor for correction at contractor's risk and expense, (b) retain the work and deduct from the contract price the cost of correcting the work, or (c) reject the work and terminate the contract for default.

(h) The contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Laboratory shall make an equitable adjustment for the cost of the examination and the rework or reconstruction, including, if completion of the work was thereby delayed, the cost of any extension of time.

(i) Unless otherwise specified in the contract, the Laboratory shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that part of the work the Laboratory determines can be accepted separately. All work accepted shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Laboratory's rights under any warranty or guarantee.

65. MATERIAL AND WORKMANSHIP (MAR 2003)

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The MATERIAL AND WORKMANSHIP (MAR 2003) shall be performed in a skillful and workmanlike manner. The Laboratory’s approval of the machinery and mechanical and other equipment is required by the contract or by the Laboratory or any applicable law or regulatory requirement.

(b) The contractor shall obtain the Laboratory’s approval of the machinery and mechanical and other equipment to be incorporated into the work. When requested by the Laboratory, the contractor shall furnish to the Laboratory the name and address of the manufacturer, the model number of the equipment, the make, size, and other information concerning the performance, capacity, name and rating of the machinery and mechanical and other equipment. When required by this contract or by the Laboratory, the contractor shall also obtain the Laboratory’s approval of the material or articles which the contractor contemplates incorporating into the work. When requested by the contractor, the Laboratory shall provide information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor’s expense, with all shipping charges prepaid. Machinery, equipment, material, and other items that do not have the Laboratory’s approval at the time of request may be subject to rejection or subsequent rejection.

(i) Work under this contract shall be performed in a skillful and workmanlike manner. The Laboratory may require, in writing, that the contractor remove from the work any material that the Laboratory deems incomplete, careless, or otherwise objectionable.

66. MINIMUM WAGES UNDER EXECUTIVE ORDER 13558 (DEC 2014)

(a) Definitions. As used in this clause—

(1) Wage rate means the 50 states and the District of Columbia. "Worker"—

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13558, and


(iii) Workers who are registered in a bona fide apprenticeship program or are covered by the definition in 29 CFR part 541.

(iv) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(b) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(c) Includes any worker performing on, or in connection with, the contract and individually registered in a bona fide apprenticeship program or training program recognized by the Secretary of Labor, the Department of Labor, the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV).

(d) Includes also any worker performing on, or in connection with, the contract, and individually registered in a bona fide apprenticeship program or training program recognized by the Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(iii) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract.

Executive Order Minimum Wage rate.

(1) The contractor shall pay to workers, while performing, in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour, beginning January 1, 2015.

(2) The contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor’s annual E.O. minimum wage.

(i) The Administrator of the Department of Labor’s Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage.

(ii) The Administrator will also publish the applicable Federal minimum wage, subject to adjustment under applicable law.

(iii) The contractor may make deductions for: (a) The cost of health insurance, (b) contributions to any retirement plan, (c) contributions to any sick leave or other benefit plan provided by the contractor, and (d) contributions to any profit sharing plan.

(3) The contractor shall make records pursuant to paragraph (e)(1) of this clause. The contractor shall also make such records available upon request of the Administrator, the Department of Labor, or the workers or their representatives.

(e) Payroll records.

(1) The contractor shall make and maintain, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker’s occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) The total amount paid each pay period;

(vi) Total wages paid.

(2) The contractor shall make records pursuant to paragraph (e)(1) of this clause available to the Administrator, the Department of Labor, or any authorized representative of the Administrator. The contractor shall also make such records available upon request of the Department of Labor, or the workers or their representatives.

(3) The contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(f) Failure to comply with this paragraph (4) shall result in a penalty of $25 per day for each violation.

(g) Notice. The Contractor will post notice, utilizing the posted notice. The Administrator, or any authorized representative of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor if the Contractor is not able to demonstrate that the Contractor is in compliance.

(h) Nothing in this clause limits or otherwise modifies the Contractor’s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or any other applicable law.

(i) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal business hours.

(j) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, shall retain any sums due under the contract from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay the workers the full amount of wages required by this clause.

(ii) Disputes. The Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with the wage rate requirements of this clause.

(iii) The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is expected to testify in such a proceeding.

Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the applicable wage rate requirements in this clause.

(iii) Any subcontractor that fails to meet the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including the wage rate requirements, in all subcontracts, subcontracts, and subcontractors, regarding to the Service Contract Labor Standards statute of the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

67. NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS.

(a) Definitions. As used in this clause—

(i) "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this
b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21(d)(2). If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in its offer.

c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offer price the appropriate percentage of the cost of such foreign construction material. As specified in paragraphs (c) and (d) of the clause at FAR 52.225-9, the offeror may submit an alternate offer based on use of equivalent domestic construction material.

(2) The evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception.

(3) If the evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that requested an exception, the Contracting Officer will award to the offeror that did request an exception.

d) Alternative offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation paragraph (b), the offeror may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate proposal. The offeror shall prepare the proposal in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

(4) The falsification of any of the certifications in this clause may subject the Contractor to any action that the law may authorize, including debarment action pursuant to 29 CFR Part 4.

71. PERMITS AND RESPONSIBILITIES (NOV 1991)

The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary permits, licenses, and clearances, complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The contractor shall also 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 damages to public utilities until completion of acceptance for the entire work, except for any completed unit of work which may have been accepted under the contract.

72. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and do not do interfere with work as required under this contract. The Contractor shall not remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance by the Contractor or by workers supervised by the Contractor, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a commercially available protective compound.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to the Contractor before contract award.

73. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. As used in this clause—

"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. This term includes, but is not limited to, items brought to the site for incorporation into articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and two-way audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and non-constructed material regardless of how the individual parts or components of the systems are delivered to the construction site.

"Domestic construction material" means the following—

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States, i.e., if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

"Foreign construction material" means a construction material other than a domestic construction material.

"Manufactured construction material" means any construction material that is not manufactured construction material.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and Oueania areas.

(b) Domestic preference.

(1) This clause implements—

(i) Section 306 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States, and, if the project is valued at $150 million or more, if the project is entirely financed with Federal, State, or local government funds, this requirement must be satisfied by the contractor.

(ii) Section 1605 of the Recovery Act, by requiring the application of the Buy American statute to projects if the job of construction is awarded to a prime contractor or to a subcontractor who is not a United States person, is a United States concern, or is a United States Government contractor, or if the contractor, subcontractor, or United States Government contractor is owned or controlled by a United States person, or if the contractor, subcontractor, or United States Government contractor has not been found to be in violation of the Buy American statute.

(iii) All manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additivess.)

(iv) At U.S. chapter 63, Buy American, by providing a preference for unmanufactured construction material mined or produced in the United States.
(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) or (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(ii) The cost of domestic construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent.

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

(iv) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American statute.

(1) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including:

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials compared to the domestic material.

(ii) If the Government determines that purchasing the foreign construction material would be inconsistent with the public interest, the Contractor shall submit all information described in paragraph (c)(1) of this clause.

(iii) The Contractor may modify the contract for use of foreign construction materials if the Contractor determines that it would be necessary to modify the contract for use of foreign construction material that is consistent with the public interest.

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

(5) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material shall be inconsistent with the public interest.

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

<table>
<thead>
<tr>
<th>Construction Material description</th>
<th>Unit of measure</th>
<th>Quantity</th>
<th>Cost (dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1: Foreign construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 2: Foreign construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List name, address, telephone number, and contact for suppliers: [insert contact information].

(6) In determining the reasonable cost of a foreign construction material, adequate consideration is not less than the differential cost presented in the Contractor's proposal.

(7) The Contractor shall not be relieved of its responsibility for complying with the specifications of this clause, except with respect to variations described and approved in writing by the Laboratory.

(8) Wherever in this clause the term "Contractor" is used, the term "Contractor" shall be understood to include the Contractor's subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, specifications, detailed descriptions, specifications, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Laboratory may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and notify the Laboratory of any errors or omissions in such drawings.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

(g) The Laboratory shall reissue the contract for any errors or omissions in such drawings, if the Contractor is responsible for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved as written herein.

(h) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

(i) If the Laboratory approves any such variation, the Laboratory 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.

(j) The Contractor shall submit to the Laboratory for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be returned by the Laboratory and one set will be returned to the contractor. Upon completion of the work under this contract, 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 to bring the equipment to the time the equipment is completely and accepted.

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

77. SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) Definition. "Construction, alteration, or repair," as used in this clause, means all types of work to be performed by laborers and mechanics employed by the Construction Contractor or the Construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items of fabricated off-site; and

(2) Painting and staining.

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site.

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (i) of the "site of the work" as defined in the CBA clause, quality control, and cost auditing, and the laboratory for which it is used, 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 the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site...
of the work” definition in paragraph (a)(1) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1) of the FAR clause at 52.222-6, in the “site of the work” definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

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

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

(d) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgement, 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 the clause have been included in the subcontract.

(e) Within 14 days after the award of any subsequently awarded subcontract, the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

78. SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

79. 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 and original, and new construction, equipment or are otherwise suitable for the intended use. 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, parts or that are not genuine, new and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, counterfeit; materials that have been provided under false pretenses; and materials that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of materials, parts, and components known to have been misrepresented include (but are not limited to) equipment, testing equipment, rigging, rope, and materials, 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 rods; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and return such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

80. SUSPENSION OF WORK (APR 1984)

(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 is 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 (1) by the contractor’s failure to perform in the manner specified by this contract, or (2) by the Laboratory’s failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the contractor’s work (excluding labor) reasonably and necessarily incurred by the contractor as a result of the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance is reasonably and necessarily delayed, or interrupted by any other cause, including the fault or negligence of the contractor or for which an equitable adjustment is not allowed for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor shall have notified the Laboratory in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount suitable for the intended use, is practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

81. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:

2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where the use of VCSs is inconsistent with law or the clause at FAR 52.222-13, Acquisition of Energy Star®-Registered Equipment (JUN 2014) shall apply.

3. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.

4. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review as appropriate DOE Technical Standards.

5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (OCA).

6. Follow the grant or requirement for subcontracting to the extent necessary to ensure the contractor’s compliance with these requirements.

82. USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Laboratory shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Laboratory shall provide the contractor a list of items to be performed or corrected on those portions of the work that the Laboratory intends to take possession of or use. However, failure of the Laboratory to list any item of work shall not relieve the contractor of responsibility for complying with the terms of the contract. The Laboratory’s possession of or use shall not be deemed an acceptance of any work under the contract.

(b) While the Laboratory takes possession of any part of the work before final acceptance, the Contractor shall continue to perform any work required, or replaced for any defect or damage to the work resulting from the Laboratory’s possession or use, notwithstanding the terms of the clause in this contract entitled “Permits and Responsibilities.” If prior possession or use by the Laboratory delays the progress of the work or causes additional expense to the contractor, an equitable adjustment shall be made against any price the time or price of the work, and the contract shall be modified in writing accordingly.

83. WARRANTY OF CONSTRUCTION (APR 1984)

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

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

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

1. The contractor’s failure to conform to contract requirements; or
2. Any defect of equipment, material, workmanship, or design furnished.

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

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

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

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

1. Obtain all warranties that would be given in normal commercial practice.
2. Require all warranties to be executed, in writing, for the benefit of the Laboratory, if directed by the Laboratory; and
3. Enforce all warranties for the benefit of the Laboratory, if directed by the Laboratory.

Energy Conservation Products

When the contract requires the specification or delivery of energy consuming products, for use by the Federal Government or any Federal facility, the contractor shall specify or deliver Energy Star® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such designation meet or exceed the performance standards. Information about these products is available for Energy Star® at:

http://www.eere.gov/energy/products

When the contract requires the specification or delivery of personal computer products, the contractor shall:

1. Provide 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.

Energy Conservation Products

When the contract requires the specification or delivery of energy consuming products, for use by the Federal Government or any Federal facility, the contractor shall specify or deliver Energy Star® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such designation meet or exceed the performance standards. Information about these products is available for Energy Star® at:

http://www.eere.gov/energy/products

84. WITHHOLDING OF FUNDS (MAY 2014)

The Laboratory Procurement Official shall, upon his or her own action and upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the contractor the contractor by contracts with the federal government, or any state, by the federal government, or by state or local governments, which contractors are engaged in the construction of public works, or in the performance of any part of such contracts, to the extent necessary to the extent necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor in the construction of public works, in amounts sufficient to pay all wages due them for all work performed under such contracts.

In the event of failure to pay any labor or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by this contract, the Contractor shall, before the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

85. 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.

86. INTEGRATION CLAUSE (MAY 2014)

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have either merged into the contract, and there are no understandings or agreements other than those incorporated into this contract.
87. LIMITATIONS PERIOD (MAY 2001)

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

88. NON-WAIVER OF DEFAULTS (OCT 1999)

Any failure by the Laboratory at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, nor the right of the Laboratory at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

89. 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.

90. REPORTS (OCT 1997)

The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory summarizing activities of the contractor 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.

91. VEHICLE LIABILITY INSURANCE COVERAGE (MAY 2001)

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

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

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>
<tbody>
<tr>
<td><img src="image" alt="Grade 5" /></td>
<td><img src="image" alt="Grade 8" /></td>
</tr>
</tbody>
</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>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Siyobo (JP)</td>
<td>KY</td>
<td>Kyoei Mfg. (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td></td>
<td>Hollow Triangle (CA, TW, JP, and YU) Greater than 1/2-inch diameter</td>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
<tr>
<td>E</td>
<td>Daiel (JP)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grade 8.2 Fastener with the following headmark:**

<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>
</table>

Headmarkings are usually raised – sometimes indented.  

*KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-the former Yugoslavia*
Worker Protection for DOE Contractor Employees

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

DOE Contractors:
DOE has determined that Argonne National Laboratory is subject to DOE Acquisition Regulation (DEFAR) 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 employees 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 that abatement or control. For existing hazards identified in the workplace, abatement actions prioritized according to risk to the worker shall be promptly implemented pending final abatement and workers shall be protected immediately from imminent danger conditions.
9. Provide workers, supervisors, managers, visitors and worker protection professionals with worker protection training.
10. Ensure that subcontractors performing work on DOE owned or leased facilities comply with these requirements and the contractor's other site worker protection standards (where applicable).

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

Employees:
DOE contractor employees have the right to:

1. accompany DOE worker protection personnel during workplace inspections;
2. participate in the activities provided for in DOE O 440.1A, Attachment 2, at 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 involved 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 incident investigations upon request.

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

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

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

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

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

Nondiscrimination is the policy of DOE that employees of contractors at DOE facilities should be able to provide information to DOE, to Congress, or to their contractors concerning violations of law, danger to health and safety, or matters involving 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 708.

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

Chicago Office
(DOE Office)
Attn: Employee Concerns Manager
9800 S. Cass Avenue
(P.O. Box or Street Address)
Lemont, IL 60439
(City, State and Zip Code)

Posting Requirements:
Copies of this notice must be posted in a sufficient number of places in Government-owned plants and facilities operated by DOE contractors subject to DOE Acquisition Regulation (DEFAR) Subpart 970.33 and DOE O 440.1A, to permit employees working in or frequenting any portion of the plant to observe a copy on the way to or from their workplace.