APPENDIX A
Argonne Terms And Conditions
(For Fixed-Price Construction Contract)

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2. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

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

1. General

(a) Definitions.

(b) Postings.

(c) Contractors.

(d) Subcontracts.

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 or data acquired or generated in connection with the performance of any work to be performed hereunder are the property of DOE and shall be made available for inspection, copying, and audit. All records generated hereunder shall be subject to inspection, copying, and audit by DOE in accordance with 10 CFR 851.21, to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(b) Confidential contractor financial information, internal corporate governance records, and other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR parts 850 and 851.

(c) Subcontracts.

(d) Audit of contractors' records. The Contractor shall maintain, in accordance with the records retention requirements of paragraphs (b) and (c) of this clause, copies of records described in paragraph (b) of this clause and delivery of records described in paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (c) of this clause to.

(g) Subcontracts.

1. The contractor shall include the requirements of this clause in all subcontracts that contain the defined Protection and to the extent applicable to all work under this contract or a subcontract hereunder and to interview any employee regarding such transactions.

2. Subcontracts.

3. Nothing in this contract shall be deemed to preclude an audit by the Government or the contractor of any third party or any subcontractor or sub-subcontractor to the contractor or to the extent applicable to all work under this contract or a subcontract hereunder and to interview any employee regarding such transactions.

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 costs allowable and included in the cost of work to be performed hereunder.

(b) Posts.

(c) Contractors.

(d) Subcontracts.

(e) Reports.

(f) Records maintenance and retention. The Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter I, Subchapter B, Part 52.224.2 “Privacy Act.” Records retention standards are applicable to records described in paragraph (b) of this clause, 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 is unable to locate or identify the records described in paragraphs (b) of this clause to.

(g) Subcontracts.

1. The contractor shall include the requirements of this clause in all subcontracts that contain the defined Protection and to the extent applicable to all work under this contract or a subcontract hereunder and to interview any employee regarding such transactions.
potential of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract. “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

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

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract” means any contract entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, means any person other than the prime Contractor, who offers to furnish or furnish any supplies, materials, equipment, or services of any kind under a prime contract or subcontract entered into by the same prime Contractor and, (2) includes any person who offers to furnish or furnish general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means an officer, partner, employee, or agent of a subcontractor.

(b) U.S.C. § 87, kickbacks, prohibits any person from—

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

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

(3) Including, directly or indirectly, anything of value in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(4) Engaging in severe forms of trafficking in persons during the period of performance of the prime contract.

(5) Provide any employee who is not a national of the country in which the work is being performed, and who is engaged in the performance of the prime contract, with transportation that is—

(a) Provided or arranged by any person.

(b) rotates, by threats of serious harm to, or physical restraint against, any person.

(c) By the use of severe forms of trafficking in persons.

(6) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place.

(7) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment.

(a) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of performing the prime contract (for portions of contracts performed outside the United States), or

(b) For an employee who is not a United States national and who was brought into the United States for the purpose of performing the work under a subcontract (for portions of contracts performed inside the United States), or

(8) Provide or arrange housing that fails to meet the host country housing and safety standards.

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must include, at a minimum, the necessary understanding, the employee's role in relocating to perform the work, the work document shall be provided to the employee at least five working days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government’s policy prohibiting trafficking in persons, as described in paragraph (b)(7) of this clause; and

(ii) The actions 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.

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

Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(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 the policy in paragraph (b)(7) of this clause, as described in 18 U.S.C. § 1589 (Trafficking in Persons), and

(b) Any violation by the Contractor of the policy as specified in paragraph (b) of this clause.
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 or violation of this warranty, the Government may take any of the following actions:

(i) Proceed against the Contractor for damages in an amount equal to the contingent fee.

(ii) Enter into any settlement, consent order, or judgment, in the manner and on the terms the Government considers appropriate.

(iii) Terminate the contract for default.

(iii) Terminate the contract for convenience.

(2) The Contractor agrees to indemnify and hold harmless the Government for any loss or claims, costs or expenses, including reasonable attorneys' fees, arising from any violation of the warranty specified in paragraph (a) of this clause.

(Note: The Contractor's relationship with any individual or entity may be subject to separate and additional requirements under other Government regulations or policies.)
(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report in EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(d) The Contractor shall comply, for the period of performance of this contract, with the "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran.

(iii) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)), a State or local government or the 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 applicable verification of new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section);

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

(3) If the Contractor is 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 applicable verification of new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section);

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired as of the date of the MOU, as of December 20, 2009, in the Commonwealth of the Northern Mariana Islands, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after December 20, 2009, in the Commonwealth of the Northern Mariana Islands, within 180 calendar days of—

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

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

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

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be subject to suspension or debarment.

(ii) The period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employees—

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

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


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

(1) Is—

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

(ii) Construction;

(2) Has a value of more than $3,500; and

(includes work performed in the United States.

11. EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in FAR 22.1201.

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

(1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(ii) The number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(2) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above information to the Department of Labor, Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/OFCCP/GILG/FAQs.html.

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.
17. FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(e) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of the Contractor.

16. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

(1) “Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “displaced employee,” “protected veteran,” “recently separated veteran,” and “veteran” have the meanings given at FAR 21.1901.

(f) 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 as a means of enforcing these terms and conditions, including sanctions, for noncompliance.

(b) Title to property. Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as direct costs under this contract, shall pass directly from the Government to the Contractor. The Contractor shall also file Standard Form 100 (EEO-1), together with the appropriate schedule, with the Equal Employment Opportunity Commission for the necessary forms.

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5)

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax, that the Contractor is required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reflection of costs allowable under this contract or shall be otherwise credited to account to the Government, as the Laboratory Procurement Official may direct. Upon completion of the work or termination of this contract, the Contractor shall render an accounting, as prescribed by the Laboratory Procurement Official, of all government property which had come into the possession or custody of the Contractor under this contract.

(e) Protection of government property—management of high-risk property and classified materials.

(1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the laboratory official, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property and high-risk property and classified materials under the Contractor’s custody and control and to prevent any unauthorized duplication, modification, damage, destruction, theft or loss of such property. The Contractor shall ensure that any property or classified materials that are lost, destroyed, damaged, or damaged or reclassified as classified material is properly handled and reported according to the laboratory procedures.

(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for handling, control and disposition of high-risk property and classified materials that are subject to the life cycle of the property and must be consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 102), the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 109), and other applicable Regulations.

(f) Risk of loss of Government property.

(1) 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 any of the following:

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

(B) Failure of the Contractor’s managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Laboratory Procurement Official to safeguard such property under paragraph (f)(3) of this clause; or

(C) Failure of contractor managerial personnel to establish, administer, or maintain an approved property management system in accordance with paragraph (f)(3) of this clause.

(2) If, after an initial review of the facts, the Laboratory Procurement Official believes that there is reason to believe that the loss, destruction, or damage to government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the Contractor to show that such action was not required to compensate the government for the loss, destruction, or damage.

(3) In the event of a loss, destruction, or damage to government property, in accordance with (f)(1) of this clause, the Contractor’s compensation to the Government shall be determined as follows:

(i) For fixed-price contracts, the fair market value of the damaged property.

(ii) For cost plus contracts, the fair market value of the damaged property, plus any costs incurred for temporary replacement of the damaged property, as determined by the government, if the fair market value of the damaged property does not exceed the fair market value of the damaged property.

If a fair market value of the property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.
For destroyed or lost property, the compensation shall be the full market value of such property at the time of the loss or destruction, or the highest amount that could have been recovered for temporary replacement and costs associated with the disposition of destroyed property. If a full market value of the property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the costs incurred by the Contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause (if any) shall be said in the Contractor’s approved property management system, the Contractor shall comply with the following:

1. Immediately inform the Laboratory Procurement Official of the occasion and extent thereof.
2. Take all reasonable steps to protect the property remaining, and
3. Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the Laboratory Procurement Official. The Contractor shall take no action prejudicial to the right of the Government to recover, and the Contractor shall not furnish to the Government any reasonable assistance in obtaining recovery.

(g) Government property for Government use only. Government property shall be used only for the purpose of this contract.

(h) Property Management System

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

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

(i) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
(ii) Full integration with the Contractor’s other administrative and financial systems;
(iii) A method for continuously improving property management practices through the identification of best practices established by “best in class” performance.

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

(2) Property Inventory

(1) Unless otherwise directed by the Laboratory Procurement Official, the Contractor shall maintain a inventory covering all forms of Government property.

(2) If the Contractor is succeeding another contractor in the performance of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This method is intended to provide a baseline for the succeeding contractor as well as information for closeout of the predecessor contract.

(i) The term “contractor’s managerial personnel” as used in this clause means the Contractor’s directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of—

1. All or substantially all of the Contractor’s business; or
2. All or substantially all of the Contractor’s operations at any one facility or separate location to which this contract is being performed.

(3) A separate and complete major industrial operation in connection with the performance of this contract;

(4) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract;

(5) A separate and discrete major location or operation in connection with the performance of this contract.

(6) The Contractor shall include this clause in all cost reimbursable subcontracts.

19. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, including use of common security controls available from the National Institute of Standards and Technology website at http://checkits.nist.gov.

20. LABORATORY SITE ACCESS AND JOR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DECEMBER 2004)

Site Access

Site access, including cyber access utilizing a laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or employees. Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be in accordance with the Laboratory’s information technology security policies and requirements, including use of common security controls.

INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

(i) Property Management System

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

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

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
(B) Full integration with the Contractor’s other administrative and financial systems;
(C) A method for continuously improving property management practices through the identification of best practices established by “best in class” performance.

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

(ii) Property Inventory

(i) Unless otherwise directed by the Laboratory Procurement Official, the Contractor shall maintain a property inventory covering all forms of Government property.

(ii) If the Contractor is succeeding another contractor in the performance of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This method is intended to provide a baseline for the succeeding contractor as well as information for closeout of the predecessor contract.

(i) The term “contractor’s managerial personnel” as used in this clause means the Contractor’s directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of—

1. All or substantially all of the Contractor’s business; or
2. All or substantially all of the Contractor’s operations at any one facility or separate location to which this contract is being performed.

(iii) A separate and complete major industrial operation in connection with the performance of this contract;

(iv) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract;

(v) A separate and discrete major location or operation in connection with the performance of this contract.

(iv) The Contractor shall include this clause in all cost reimbursable subcontracts.

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

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

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

(b) "Covered Federal action" means any of the following actions:

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

(c) "Indian tribe" and "tribal entity" mean the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaska Native villages.

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

(e) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by State law for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a special purpose group representative organization, and any other instrumentality of a local government.

(f) "Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(ii) A member of the unified services, as defined in subsection 101(3), Title 37, United States Code.

(iii) A State or local government official, as defined in section 202, Title 18, United States Code.

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by Federal law.

(g) Reasonable compensation means, with respect to a regularly employed officer or employee of any person in connection with the performance of a contract for or on behalf of the Government, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

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

(i) "Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant or loan, an employee who is employed by such person for an uninterrupted period of at least 120 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, or loan.

(j) "Reasonable payment means, with respect to a regularly employed officer or employee of a person requesting or receiving a Federal contract, grant or loan, an employee who is employed by such person for an uninterrupted period of at least 120 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant or loan, through the identification of best practices established by “best in class” performance.

(k) Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.

(l) The term "contractor’s managerial personnel" as used in this clause means the Contractor’s directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of—

1. All or substantially all of the Contractor’s business; or
2. All or substantially all of the Contractor’s operations at any one facility or separate location to which this contract is being performed.

(iii) A separate and complete major industrial operation in connection with the performance of this contract;

(iv) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract;

(v) A separate and discrete major location or operation in connection with the performance of this contract.

(vi) The Contractor shall include this clause in all cost reimbursable subcontracts.

19. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

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

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

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract:

(1) except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

24. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496 (APR 2010)

(Applies to contracts Equal to or Greater than $10,000)
The contractor and subcontractors are required to inform the employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 417. The notice, prescribed in the Department of Labor's requirements for contractors under this contract, states that subcontractors of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity, to prevent the imposition of illegal conduct by employers and unions, and it provides contact information to the National Labor Relations Board (NLRA), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post, in a prominent and readily visible manner, a prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA perform contract work and in such other places as are required by subparagraph (i) of this section. The notice text is posted at http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_Final.pdf.

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

Applies To Contracts That Equal $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, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act perform contract work. The notice shall —

(1) Cite the contract number on which the prior notification was submitted and the date of the contract.

(2) Be posted in a conspicuous place so that the notice is prominent and readily visible.

(b) The notice, prescribed in the Department of Labor's requirements for contractors under this contract, states that contractors and subcontractors are required to inform employees of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity, to prevent the imposition of illegal conduct by employers and unions, and it provides contact information to the National Labor Relations Board (NLRA), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post, in a prominent and readily visible manner, a prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA perform contract work and in such other places as are required by subparagraph (i) of this section. The notice text is posted at http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_Final.pdf.

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 proceeds, or at more frequent intervals as determined by the Laboratory, on estimates approved by the Laboratory and may release to the contractor all or a portion of any excess amount.

(c) Any reasonable payment to a person other than an officer or employee of a contractor or subcontractor shall be subject to civil penalties as provided for by 29 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be available.

(d) The contractor shall —

(1) Submit to the Contracting Officer within 30 days of the date of the contract, or as otherwise prescribed by 29 CFR Part 417, an OMB Standard Form prescribed in paragraphs (d) and (e) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, as may be required by the Secretary of Labor.

(2) Whenever the Laboratory amends the contract to show a change in the total contract price showing the amount included therein for each principal category of product, material, or service, the contractor shall, upon request to the Laboratory, furnish the Laboratory with a statement of the words where the change is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the notice, and a link to the Department of Labor’s electronic notice. In the case of a notice in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, as may be prescribed by the Secretary of Labor or as otherwise provided by law, the words where the change is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the notice, and a link to the Department of Labor’s electronic notice shall also be provided to the Government. The notice, prescribed in the Department of Labor’s requirements for contractors under this contract, states that contractors and subcontractors are required to inform employees of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity, to prevent the imposition of illegal conduct by employers and unions, and it provides contact information to the National Labor Relations Board (NLRA), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post, in a prominent and readily visible manner, a prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA perform contract work and in such other places as are required by subparagraph (i) of this section. The notice text is posted at http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_Final.pdf.
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. Contractor shall ensure that all payments due to subcontractors and suppliers for accepted materials and services will be made from any progress payments received under this contract.

(d) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, and such material and work shall not be construed as:

(1) Relieving the contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work;

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

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

Property

(1) Property shall mean all tangible personal property identified as Argonne Form PD-150, 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 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 shipper's (or forwarder's) maritime administration (MAR-590) certificate of origin. Maritime Administration (MAR-590) is the Laboratory Subcontractor Property or Management Government Property Acquisition Record.

(b) The Laboratory shall pay the amount due the contractor under this contract after:

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Laboratory and the Government arising by virtue of this contract. A release may also be required of the assignee if the contractor's claim to amounts payable under this contract has been assigned.

(c) The contractor shall pay no amounts to any subcontractor unless:

(1) Without prejudice to the contractor's claim to amounts payable under the contract.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates

400 Seventh Street, SW

Washington, DC 20590

Guidance relating to rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates at the above address.

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


(b) The contractor shall account for all U.S. Government personnel who either furnished identification issued to the contractor employees in connection with performance under this contract. The contractor shall return such identification to the issuing agency at the earliest of the following: (i) when no longer needed for contract performance; (ii) upon completion of the contractor's employment; (iii) upon completion or termination of the contractor.

(c) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and procurement orders required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. If it shall be the responsibility of the prime contractor to return such identification at the earliest of the following: (i) when no longer needed for contract performance; (ii) upon completion of the contractor's employment; (iii) upon completion or termination of the contractor.

(d) The contractor shall submit the clause to the issuing agency for approval when it subcontracts for Federal funding.


(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 80 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 lines, 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) Waived under the contract for which the cost of the contract is included in the fixed price charged to the contractor or 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 contractor; and

(3) Furnished for the account of a foreign nation in connection with which the United States has included the cost for such property in the fixed price charged to the contractor.

(b) The contractor shall ensure that all payments due to subcontractors and suppliers for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):

(1) To the extent that the contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price or cost reduction is in addition to any reductions in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract price exceeded the prospective subcontractor's cost or pricing data, or (2) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price or cost reduction is in addition to any reductions in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(d) The contractor shall furnish the contractor's claim to amounts payable under this contract to the contractor.

(e) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract price exceeded the prospective subcontractor's cost or pricing data, or (2) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price or cost reduction is in addition to any reductions in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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

(a) Definitions. As used in this clause -- International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier whose international air transportation is furnished by U.S.-flag aircraft and that is under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118)[America-Act] requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by such carriers is available. It requires the Comptroller General of the United States, in the event of shortage of satisfactory service for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured abroad a U.S.-flag air carrier.

(c) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers for international air transportation (and their personal effects) or property.

(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 include a statement on vouchers involving such transportation essentially as follows:

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

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

[State reasons: ]

(End of Statement)

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

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 adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 35.901(a), except that this clause does not apply to any modification if an exception to that FAR applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable hereunder, was in a superior bargaining position and 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.

(c) The Contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to reduce the price or cost is in addition to any reductions in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(d) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract price exceeded the prospective subcontractor’s cost or pricing data, or (2) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to reduce the price or cost is in addition to any reductions in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(e) The Contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to reduce the price or cost is in addition to any reductions in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(f) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract price exceeded the prospective subcontractor’s cost or pricing data, or (2) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to reduce the price or cost is in addition to any reductions in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.
31. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2012)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost
(b) Any reduction in the contract price under this clause reduces the price of items for which
(c) Any of these parties furnished data of any description that were not accurate, the
(d) If any reduction in the contract price under this clause reduces the price of items for which
(e) If any reduction in the contract price under this clause reduces the price of items for which

32. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal

(b) The Contractor agrees that it does not and will not maintain or provide for its employees

33. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

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

(b) The systems and procedures the Contractor has established to ensure that it is

(c) The Contractor shall include the requirements of this clause, including this paragraph (e)

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

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make

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

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with

35. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are

(c) The Contractor shall not enter into any subcontract, in excess of $35,000 with a Contractor that is

(d) Does not include bulk cargo, as defined in 26 U.S.C. 40120 (a), such as agricultural

(e) If any subcontractor, in excess of $35,000, is not an eligible subcontractor, the Contractor

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

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

(b) Except as provided in (b) of this paragraph, the Contractor shall not enter into any agreement

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c),

(d) The Contractor will require each subcontractor whose subcontract will exceed $35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract,

(e) The Contractor shall require each subcontractor, after receipt of a proper invoice and other

(f) The Contractor shall require each subcontractor, after receipt of a proper invoice and other

37. SECURITY (DEVIATION) (MAR 2011)

Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE controlled materials in accordance with DOE security regulations and requirements, and responsibility for protecting all classified information and all information which is in the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified
matter or special nuclear material in the possession of the Contractor or any person under the Contractor’s control in connection with performance of the contract. If retention of title to any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the duration of retention. If approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

Definition of Classified Information. The term “Classified Information” means information that—

(1) is restricted from general dissemination by the Federal government; and

(2) contains information that is classified in accordance with Executive Order 13526 or any successor or related regulation.

Definition of Formerly Restricted Data. The term “Formerly Restricted Data” means information...

Definition of Restricted Data. The term “Restricted Data” means data...

Definition of Special Nuclear Material. The term “special nuclear material” means:

(i) the amount of any fissile material in existence in the United States as of January 31, 1955, of which 300 kilograms or less has been determined to be special nuclear material, but does not include thorium-232 or any material artificially enriched by any of the foregoing, but does not include source material; or

(ii) any material artificially enriched by any of the foregoing, but does not include source material or special nuclear material in the possession of the Contractor or any person under the Contractor’s control in connection with performance of the contract. If retention of title to any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the duration of retention. If approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(c) Definitions. The term “employee” means any individual, including any employee referred to as...
Assurances that the offeror will include the clause of this contract entitled The name of the individual employed by the offeror who will administer the offeror’s A description of the method used to develop the subcontracting goals in paragraph A description of the principal types of supplies and services to be subcontracted, and an identification of the types of plans for subcontracting to: A description of the method used to develop the subcontracting goals in paragraph A statement as to whether or not the offeror included indirect costs in establishing subcontracting opportunities, and that the offeror will require all subcontractors (i) Cooperate in any studies or surveys as may be required; (i) Cooperate in any studies or surveys as may be required; (i) Cooperate in any studies or surveys as may be required;
39. The requirements of paragraphs (b) and (c) of this clause shall—
(a) 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 contained in the subcontract for commercial items is true and correct as of the date of award, and all alterations, drawings, and other property that, if the contract had been completed, would be required to be submitted to the Contracting Officer.
(b) The Contractor shall require the subcontractor to certify that it has performed all work under the subcontract and to identify any changes ordered by the Government that are not reflected in the subcontract.
(c) The Contractor shall require the subcontractor to certify that it has paid all amounts due to subcontractors and vendors, including those used in projecting the cost of the work to be performed under the subcontract.

41. SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)
(a) Definitions. As used in this clause—
(b) The Commercial Item Definition does not apply to the interpretation of Subparagraph (a) of this clause, and each of them, unless an exception under FAR 52.223-4 is specified in the contract or a subcontract.
(c) The failure of the Contractor or subcontractor to comply in good faith with FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, is thereby subject to termination for default.
(d) The Contractor shall require the subcontractor to certify at substantially the form prescribed in FAR 15.408-2 that, to the best of its knowledge and belief, the data contained in the subcontract is true and correct as of the date of award.
(e) The Contractor shall require the subcontractor to certify that it has performed all work under the subcontract and to identify any changes ordered by the Government that are not reflected in the subcontract.
(f) The Contractor shall require the subcontractor to certify that it has paid all amounts due to subcontractors and vendors, including those used in projecting the cost of the work to be performed under the subcontract.

39. SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
(a) The requirements of paragraphs (b) and (c) of this clause shall—
(b) The authority to acknowledge or reject SSRs in eSRS, including the request for or the submission of a report, resides with the Contracting Officer who approved the commercial item (e.g., for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option).
(c) The Contracting Officer shall require the subcontractor to certify that it has performed all work under the subcontract and to identify any changes ordered by the Government that are not reflected in the subcontract.
(d) The Contractor shall require the subcontractor to certify that it has paid all amounts due to subcontractors and vendors, including those used in projecting the cost of the work to be performed under the subcontract.

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, the Contracting Officer shall require the contractor to submit certified cost or pricing data (actually or by specific identification) in accordance with FAR 15.408. Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate) shall be included in projections from known data, and the nature and amount of any contingencies included in the price).
(b) The Contractor shall require the subcontractor to certify at substantially the form prescribed in FAR 15.408-2 that, to the best of its knowledge and belief, the data contained in the subcontract is true and correct as of the date of award on the negotiated price of the subcontract or subcontracts.
(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert in substantially the form prescribed in FAR 15.408-2 that, to the best of its knowledge and belief, the data contained in the subcontract is true and correct as of the date of award on the negotiated price of the subcontract or subcontracts.
(d) 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 contained in the subcontract is true and correct as of the date of award on the negotiated price of the subcontract or subcontracts.

42. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government’s interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination of contract and the effective date.
(b) Upon receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately—
(c) The Contractor shall immediately—
(d) The Contractor shall immediately—
(e) The Contractor shall immediately—
(f) The Contractor shall immediately—
(g) The Contractor shall immediately—
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will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless the amount for any item is less than $100. If the amount is less than $100, the Contractor shall submit a single schedule within 30 days of the effective date of termination. The schedule shall be signed by the Contractor under penalty of the false swearing and induce or solicit perjury. If the Contractor fails to submit the required schedules within the time frames specified, the Government may retain funds to cover the estimated cost of completing the work and the equitable adjustment of the contract.

(d) The Contractor shall submit complete termination settlement proposals to the Contracting Officer on or before the date shown in the table below for each completion date. The settlement proposals shall be submitted in the form prescribed by the Contracting Officer.

(e) After termination, the Contractor shall submit a final settlement proposal to the Contracting Officer in the form and with the materials prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended by written agreement with the Contracting Officer upon written request of the Contractor within the time required. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine the amounts to be paid, based on the information and data available, the amount, if any, due the Contractor because of the termination. The total amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or (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 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 affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contractor shall pay the amount determined by the Contracting Officer under paragraph (g) of this clause, not to exceed the amounts agreed on under paragraph (f) of this clause:

(i) The cost of the work.

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

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid.

(g) The Government may, under the terms and conditions of paragraph (g) of this clause, except that if the Contractor failed to submit the termination settlement proposal or the proposal was not approved by the Contracting Officer, the Contractor may request an equitable adjustment under this clause. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine the amounts to be paid, based on the information and data available, the amount, if any, due the Contractor because of the termination. The total amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or (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 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 affect the amount that may be agreed upon to be paid under this paragraph.

(h) If the Contractor fails to submit the termination settlement proposal or the proposal was not approved by the Contracting Officer, the Contractor shall pay the amount determined by the Contracting Officer under paragraph (g) of this clause, not to exceed the amounts agreed on under paragraph (f) of this clause:

(i) The cost of the work.

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

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid.
43. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(1) Information on the toxic chemicals listed in 40 CFR 372.65;

(2) The Contractor, as owner or operator of a facility used in the performance of this contract, shall —

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, is no longer exempt —

(i) 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) An amount (computed under the provisions for payment of materials) for storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the terminal inventory.

(b) If the terminal is for default on the part of the Contractor, include the amounts computed under paragraph (h)(3) of this clause but omit—

(i) Any amount for preparation of the Contractor’s terminal 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.

* * *

If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of the price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of the termination, unless extended in writing by the Contracting Officer.

44. WHISTLEBLOWER PROTECTION FOR CONTRACT OR SUBCONTRACTORS (DEC 2000)

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

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

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in relation to the amount guaranteed.

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) Any advertising in the news media, specifically including minority and female news reports on the contract; and

(b) Any subcontracting that is not in accordance with the provisions for payment of materials for toxic chemicals incurred before the effective date of termination, not previously recorded to the Contractor; and

(c) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date of termination at the rate directed by the Contracting Officer; however, the Contractor shall discharge these expenses as rapidly as practicable.

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

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

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

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

(C) Transportation, and other costs incurred, reasonably necessary for the protection or disposition of the terminal inventory.

(ii) The Contractor, as owner or operator of a facility used in the performance of this contract, is no longer exempt —

(2) The facility does not be required to report the thresholds of toxic chemicals established under section 313(b)(1)(A) of EPCRA, 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.

5.5 (i) Major group codes 80 through 89.

(ii) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(iii) Black (all persons having origins in any of the Black African racial groups not of European, Middle Eastern, or Asian origin).

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

(v) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Orient, the Indian Subcontinent, and the Pacific Islands).

(vi) Native American (all persons having origins in any of the original peoples of the Americas).

(vii) Male (all males, regardless of race or ethnicity).
media. Provide written notification to, and discuss this policy with, other contractors and subcontractors with which the contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training programs. (If the latter recruitment and training program does not specify fringe benefits, the contractor must provide written notice of the applicable government wage determination, including a statement that the contractor's apprentice program is not substantially disparate.)

(10) Encourage pertinent minority and State agencies to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the contractor's workplace.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-4.16.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities, based on such factors as education, experience, and willingness to prepare for, or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory impact on minority and female personnel and employment-related activities to ensure that the contractor's obligations under this contract are being fulfilled.

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

(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 business associations.

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

The contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16). The efforts of a contractor associated, joint contractor-union, contractor- contractor, or contractor-employer, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16), provided the contractor——

(1) Actively participates in the group.

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry.

(3) Ensures that concrete benefits of the program are reflected in the contractor's minority and female workforce participation.

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply is the contractor's failure to meet or achieve success of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

(1) A single goal for minorities and a separate single goal for women shall be established. The contractor is required to provide equal employment opportunity and to take affirmative action for minorities, both male and female, and women, both as a class and as individuals, without regard to sex.

(2) The contractor shall ensure that employment notices and job applications are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the trainee wage determination which provides for less than full fringe benefits for apprentices. If the Administrator of the Wage and Hour Division determines that there is a substantial disparity in the treatment of apprentices, the contractor must provide written notice of the applicable government wage determination, including a statement that the contractor's apprentice program is not substantially disparate.

(6) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

(7) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

(8) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

(9) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

(10) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

(11) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

(12) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

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(15) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

(16) The contractor shall distribute written notices to all employees of the training program (where appropriate) to be eligible for probationary employment as an apprentice, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency.

The contractor, in the case of apprentices, shall provide apprenticeship training programs, if certified by the OATELS or a State Apprenticeship Agency, that are responsive to the needs of minorities and women in the industry. These programs must include:

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed until an acceptable program is approved.

(2) If the OATELS withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity requirements under this contract shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

48. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

(a) Neither this contract nor any interest therein nor any claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. Only the Laboratory shall be liable for any breach of contract or any failure of the Government or its designees in such event this contract shall continue in full effect.

(b) The contractor shall submit a written list of the names of all subcontractors who will perform any part of the contract or any of the other 10 percent of the materials to the Laboratory within ten (10) days after the effective date of this contract or in any event prior to engaging subcontractors or ordering such materials. The Laboratory reserves the right to review the subcontractor list to demonstrate that he is qualified and experienced to perform the proposed portion of the work.

49. BONDS AND INSURANCE (JULY 2015)

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

(b) Contracts exceeding $100,000 (Miller Act).

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

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

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

(2) Payment bonds.

(i) The amount of the payment bond additional amount equal to 100 percent of the increase.

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

(3) Contracts exceeding $25,000 but not exceeding $100,000. The penal amount of the payment bond or the amount of alternative payment protection must equal——

100 percent of the original contract price; and

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

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

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

(2) Obtain an additional bond; or

(3) Furnish additional alternative payment protection—

(a) A payment bond;

(b) A letter of credit;

(c) A triparty escrow agreement;

(d) Certificate of deposit; or

(e) Annual performance bonds.

(1) Annual performance bonds only apply to nonconstruction contracts.

(a) When the contractor is required to pay a gross amount of the total amount of all covered contracts.

(b) When the penal sums obligated by contracts are approximately equal to or exceed the penal sum of the annual performance bond, an additional bond will be required to cover additional contracts; or

(c) Other types of bonds in connection with acquiring particular supplies or services. These types include advance payment bonds and patent infringement bonds. (e) Reducing amounts.

Before undertaking any work under this contract, the contractor shall, except as otherwise approved by the Laboratory, have in place the bond, letter of credit, or any other protections, until the work called for hereunder shall be completed and accepted by the Laboratory, the following insurance in companies satisfactory to the Laboratory:
51.

(a) Definitions. As used in this clause—

(i) "Construction material" means an article, material, or supply brought to the construction site. Any construction material that is—

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

(B) Unit of measure;

(C) Applicability of law; and

(D) Price;

(ii) The construction material is a COTS item.

(b) All policies shall provide by appropriate language that UChicago Argonne, LLC, the University of Chicago and the United States Government are additional insureds, that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers of UChicago Argonne, LLC, the University of Chicago and the United States Government are waived.

(c) All policies shall provide by appropriate language that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 10 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

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

(d) Request for determination of inapplicability of the Buy American statute.

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A detailed description of the specific construction material;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Location of the construction project;

(F) Name and address of the supplier; and

(G) A detailed justification of the reason for use of foreign construction material cited in accordance with paragraph (b)(3) of this clause.

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

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

(g) Any Contractor request for a determination submitted after award contract 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 expressly was not solicited to make a determination.

(h) The Government determines after contract award that an exception to the Buy American statute applies and the Contractor negotiates an adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign material, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

(j) 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:

(1) Foreign and Domestic Construction Materials Price Comparison

Construction Material Description Unit of Measure Quantity Price (Dollars)

Item 1: Domestic construction material

Item 2: Foreign construction material

Domestic construction material

Foreign construction material

4. Certification of Eligibility (May 2014)

(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 or any of its subcontractors is ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(2)(b) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of Government contracts by virtue of 40 U.S.C. 3144(2)(b) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 371 (false statements).

5. Changes (June 2007)

(a) The Contractor shall immediately notify the Laboratory of any injury or death and of any loss of or damage to property of the Laboratory or the United States Government, and shall furnish the Laboratory with a Statement concerning such injury, damage, or loss in such detail as the Laboratory may require.

(b) All policies shall provide by appropriate language that—

(i) Any person or firm designated as a subcontractor is ineligible for award of Government contracts by virtue of 40 U.S.C. 3144(2)(b) or 29 CFR 5.12(a)(1).

(ii) The construction material is not mined, produced, or manufactured in the United States.

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

(c) The Contracting Officer may make changes in the work in the general scope of the contract, including changes to the defective specifications.

(i) The specifications (including drawings and designs); or

(ii) The material or the performance of the work;

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

(iv) Any other written order or oral instruction, interpretation, or determination) from the Laboratory that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating—

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

(b) That the Contractor regards the order as a change order.

(d) As excepted in the clause, no order, statement, or conduct of the Laboratory shall be deemed to be a change order under this clause.

(e) If any change under this clause causes an increase or decrease in the Contractor's cost of the time required for, or the performance of any part of the work under this contract, whether or not changed by any such order, the Contractor shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gave written notice of defective specifications for which the Laboratory is responsible, the equitable adjustment shall include any increases not reasonably incurred by the Contractor in attempting to comply with the defective specifications.
54. CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completion of the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of any Governmental agency or the Contractor shall be removed by the Contractor. The work area shall be clean, neat, and orderly condition satisfactory to the Contracting Officer.

55. 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.

56. COMPLIANCE WITH COTEPOLAND 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.

57. 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 Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, shall apply to that option period.

(b) The Laboratory Procurement Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of the wage determination applicable to that option period.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will

58. CONTRACT TERMINATION DEBATEMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeoland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, and Certification of Eligibility may be grounds for termination of the contract, and for debatement as a Contractor and subcontractor as provided in 29 C.F.R. 5.112.

59. 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 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation. Liability for unpaid wages; liquidated damages. The responsible Contractor and 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 workweeks of 40 hours per week without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages.

(d) Reporting requirement. The Contractor shall report any underpayment of wages or fringe benefits to the Labor Division of the Contracting Officer of the Federal or State Government.

60. CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)

(a) Definition -Site of the work-

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

(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., provided

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

(ii) They are adjacent or virtually adjoin the ‘primary site of the work’ as defined in paragraph (a)(1)(i), or the ‘secondary site of the work’ as defined in paragraph (a)(1)(ii) of this definition.

(b) does not include permanent home offices, branch plant establishments, fabrication plants, or other contractor locations or work locations whose locations are not temporary because of the nature of construction or the nature of the work. Continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., must be a place where the work is being performed and supplied with materials for the project before opening of bids and not on the Project, or are not included in the ‘site of the work.’ Such permanent, previously established facilities are not a part of the ‘site of the work’ even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

61. 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, by
written notice to the Contractor, terminate the right to proceed with the work (or the separate 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 any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall not be liable for damages resulting from the Contractor’s refusal or failure to complete the work within the specified time or within any extension thereof or to the Contractor’s right to be paid for the work in part. Any stop work order issued by a Laboratory Procurement Official under this clause (or issued by the contractor to a subcontractor) shall be without prejudice to any other legal or equitable claims or rights of the contractor. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution or if, at any time, the contractor’s acts or failure to act will be in imminent danger to the environment or health and safety of employees or the public, the Laboratory Procurement Official may issue a stop work order. If the Contractor, within 10 days from the beginning of any delay (unless extended by the Laboratory Procurement Official), notifies the Laboratory Procurement Official in writing of the cause or causes of the delay and provides the Laboratory Procurement Official with copies of any such Plan and an opportunity to review and accept the Plan, the Laboratory, in its sole discretion, may allow the work to continue. 

62. DIFFERING SITE CONDITIONS (APR 1984)

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

The Laboratory shall investigate the site conditions reported within five business days after receiving the notice. If the conditions did materially so differ and cause an increase or decrease in the contractor’s cost of, or the time required for, performing any part of the work under this contract, whether or not charged as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the contractor for an equitable adjustment to the contract under this clause shall be effective unless the contractor gives the Laboratory written notice thereof within 30 days after the time the notice is required to be given written notice may be extended by the Laboratory.

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.

63. DISPUTES CONCERNING LABOR STANDARDS (FEB 1983)

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

64. 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 members of the public, and protection of the environment. This includes compliance with all applicable laws, regulations, and requirements concerning reporting requirements of DOE as identified by the Laboratory in writing from time to time. The regulations applicable to DOE employees include Title 10 of the Code of Federal Regulations, Part 851, Worker Safety and Health Program (WSHP), which invokes Title 29 CFR, Labor, including but not limited to Parts 1910 and 1915. Title 49 CFR, Protection of Environment, 49 CFR, Transportation, as well as other applicable Title, State, Federal, and local regulations for construction are also applicable. Subcontractors to Argonne National Laboratory are required to comply with applicable Title 10 of the Code of Federal Regulations Part 851, Worker Safety and Health Program (WSHP), which invokes Title 29 CFR, Labor, including but not limited to Parts 1910 and 1915. Title 49 CFR, Protection of Environment, 49 CFR, Transportation, as well as other applicable Title, State, Federal, and local regulations for construction are also applicable. Subcontractors to Argonne National Laboratory are required to comply with applicable Title 10 of the Code of Federal Regulations Part 851, Worker Safety and Health Program (WSHP). The contractor is responsible for reviewing and ensuring compliance with respect to all safety and health services provided to the Laboratory. 10 CFR 851 requires a DOE-approved WSHP for every DOE Subcontract. Requirements of the Argonne WSHP are applicable to all contractors and subcontractors are specifically communicated 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 the DOE of a site specific Worker Safety and Health Plan.

Prior to the date the contractor submits a bid for this contract, or the date the contractor executes it, whichever is earlier, the contractor shall notify the Laboratory in writing if the contractor will seek DOE approval of any alternative specific site Worker Safety and Health Program. The contractor shall be the proponent and only provide the Laboratory with copies of any such plan and an opportunity to comment on and discuss such any plan. Unless and until such DOE approval is given, the contractor will comply with the terms and conditions included in and referenced in this contract.

The contractor shall diligently and hold the Laboratory harmless in the event DOE imposes a fine or penalty on the Laboratory pursuant to a violation of 10 CFR 851, and such fine or penalty arises out of or is connected with the performance of work under this contract by the contractor or its employees, representatives, servants or employees. The Laboratory shall notify the contractor, in writing, of any noncompliance with this clause and a 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 per day per citation. After receipt of such notice, the contractor shall immediately take corrective action. In the event the contractor fails to comply with regulations and requirements of this clause, the Laboratory, by
4. If the contractor has an approved construction project safety & health plan on file with the Laboratory, revisions necessary to address new work shall be submitted, reviewed, and approved prior to commencing new work.

C. Job Environmental Protection Planning

To the extent required by the project specifications, a sedimentation and erosion control plan and a storm water pollution prevention plan shall be implemented by the contractor. The requirements are detailed in the project specifications. All modifications to these plans must be approved prior to implementation. If changes are made to the project work scope that affect these plans, the plans shall be updated by the contractor and 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 area being excavated, the sewers, 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 analysis must be completed on Argonne form 20. fork lift accidents should be noted. All hazardous foreseen hazards and planned protective measures, address further hazards revealed by supplemental site information, such as, site characterization data, as-built drawings provided by Argonne. The plan and/or other documentation required for workplace inspections of the construction activity, where required by OSHA standards. Safety Data Sheets (SDSs) for all chemicals used or brought on-site are to be submitted as part of the JSA analysis. (A sample form of the duration of the JSA is listed in the solicitation documents.)

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

3. The contractor’s ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor employees prior to starting their work. The orientation, as a minimum, shall include the following:
   a. Description of the area being excavated, the sewers, waterways, and roads to be protected, the erosion control measures to be installed, and a map of the area.
   b. Laboratory Project Manager, the submittal of the JSA corresponding to later work or for a length of time to be decided by the Project Specialist. This pass is required for obtaining all necessary licenses.

4. The Job Safety Analysis must be formally revised to incorporate changes as required by modifications in work scope or during construction. The revisions must be submitted and approved in writing to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are not timely. The subjects to be covered by the orientation are listed in the solicitation documents.

5. The Job Safety Analysis must be formally revised to incorporate changes as required by modifications in work scope or during construction. The revisions must be submitted and approved in writing to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are not timely. The subjects to be covered by the orientation are listed in the solicitation documents.

6. The Job Safety Analysis must be formally revised to incorporate changes as required by modifications in work scope or during construction. The revisions must be submitted and approved in writing to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are not timely. The subjects to be covered by the orientation are listed in the solicitation documents.

7. All vehicles and mobile powered equipment, except automobiles and pickup trucks, are inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use on-site. All vehicles used on the site must be properly identified. The Laboratory shall be responsible for obtaining all necessary licenses.

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

G. Variations

Requests for exceptions to Laboratory environment, health, and safety requirements; contractors’ approved ES&H Programs; and changes to the contractor’s approved JSA, Job Safety Analysis, or specified environmental plans must be submitted in writing to the Laboratory. Exceptions shall not be implemented without approval by the Laboratory.

H. ES&H Orientation and Training

Contractor personnel must be issued an orientation on the Laboratory site. This orientation must be conducted by an individual designated by the Laboratory, and job-specific safety orientation conducted by the contractor.

I. Measurement and Tool Inspection

All tools and equipment brought on site by contractors and subcontractors will be inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use on-site. All tools and equipment used on the Laboratory site must be properly identified. The Laboratory shall be responsible for obtaining all necessary licenses.

J. Laboratory Site Rules

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

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

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

3. Indecent behavior of any type.

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

5. Violation of any other Laboratory policies, rules, or regulations.

6. Loitering outside of designated construction areas.

7. Using Laboratory facilities such as the Cafeteria and washrooms while wearing dirty or dirty clothing.

K. Laboratory Site ES&H Requirements

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

1. The Laboratory conducts work through the use of off-site permits. All required permits will be identified to the contractor and the contractor shall arrange for all necessary permits. There is no cost to the contractor for any Laboratory permits and no violation of the approved permits. Such permits shall include work entry clearance, energized electrical work, open flame, confined space entry, digging, moving government or Laboratory property off-site, and removing natural resources. Cut, coring, cutting or drilling through floors, walls, ceilings and exterior foundation walls, the contractor shall follow the Blind Penetration Checklist for the proper procedures in this regard. Permits listing all specific requirements or provisions may be listed on the cards. A permit to bring radioactive sources or x-ray equipment on site must be approved 48 hours in advance. All coring and penetrating equipment shall be properly grounded.

2. All contractors and subcontractors performing work for the Laboratory, both on and off site, are required to be properly covered by the “Employer Payment for Personal Protective Equipment—Final Rule” issued by OSHA. The Laboratory, by virtue of its position as a host employer, is not responsible for the provision of non-payment for personal protective equipment, but must ensure that all employees are properly covered by the Laboratory’s ES&H Program.

3. All employees shall wear safety glasses with side shield guards at all times in the construction work area unless a higher level of eye protection is required for special hazards. All eye protection must meet the requirement of 29 CFR 1926.105. Safety glasses must be ANSI approved and be marked with the ANSI Z87.1 designation.

4. Hard hats shall be worn at all times in the construction work area. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.105 and bear the Z89.1—1988 designation. High voltage exposure work requires hard hats and shall meet ANSI Z89.1-2007 standards and bear the ANSI Z89.1-2007 designation.

5. All employees shall wear clothing suitable for the work and weather conditions. The minimum requirement is protective clothing complying with the “Employer Payment for Personal Protective Equipment—Final Rule” issued by OSHA. The Laboratory, by virtue of its position as a host employer, is not responsible for the provision of non-payment for personal protective equipment, but must ensure that all employees are properly covered by the Laboratory’s ES&H Program.

6. Ground fault interrupters must be provided for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.

7. All vehicles shall be equipped with audible motion alarms for movement in any direction. All lifts must be equipped with a safety foot pad, or other type of override to retract the lift.

8. If requested by the equipment manufacturer, roll over protection structures shall be provided. Any modifications to lifting and hoisting equipment must be approved by the equipment manufacturer.

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

10. All fire alarms and exit signs shall be disabled without Laboratory approval.

11. The following lockout/tag-out procedures shall be enforced: Argonne personnel responsible for deenergizing utility circuits 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 equipment. Contractor personnel must certify that they are familiar with the lockout/tag-out procedures and those of the construction work area.

12. The assured equipment grounding program is not an acceptable alternative.

13. Fire watches shall be maintained during and for a minimum of thirty minutes after burning, welding, or other fire or spark-generating work is completed as determined by the Laboratory in consultation with Argonne. Any site-specific emergency cover must be issued by the Laboratory prior to any welding/cutting operations and it must be posted at the work site. A fire watch must be initiated if the following occur: burning, fire barrels, or other open-flame heating devices having exposed fuel above the flames. Flashback preventers or check valves are required for all gas hose connections. Fire protection must be provided for all smoke stacks, smoke permit live sparks or hot material to escape.

14. The "multi-purpose" lockout/tag-out, excluding ton (minimum) with a pressure gauge and current inspection (within last 12 months), shall be on the construction site within 100 feet of the work area. An additional extinguisher is required for each open flame operation in the construction work area.

Contractors shall hold and document the following meetings:

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

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

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

18. Portable metal ladders are prohibited.

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

20. The Laboratory has a scaffolding tagging system in place and therefore, will inspect for approval all scaffolds built by the contractor prior to use. No scaffold shall be used without the Laboratory approval. The contractor must assign a qualified and trained scaffolding provider to be involved in a scaffold as defined by OSHA 1926 Subpart L. The scaffold shall be inspected by a DEEI/TECH Rep., IPS before use.

21. Temporary wiring must be installed so that it will not create hazards. Wires that run across “flows” must have bridges over them to prevent physical damage and minimize the tripping hazard.

22. Extension cords must not be spliced into, or modified in any way.

23. Electrical equipment that has been modified must be approved by an ES&H representative of the Laboratory.

24. The rental electrical utilization equipment brought on site by a contractor must be inspected by a DEEI/TECH Rep., IPS before use.

25. Any area that is not used by the Laboratory shall be locked and the contractor shall post a sign indicating such.

26. Portable metal ladders are prohibited.

27. It is the Laboratory’s policy to maintain a drug-free workplace. The unlawful manufacture, dispensing, importing, distributing, or using any controlled substance, including illegal drugs or drug paraphernalia, is prohibited in the laboratory.

28. Contractor-owned/Rented Trailers and Other Movable Structures

N. Contractor-Owned/Rented Trailers and Other Movable Structures’ Requirements

• Automatic detection systems are not required when the contractor-owned movable structure is not an exposure hazard to government property and does not endanger Argonne or DOE employees. (See OSHA 1926.100(b) and the International Building Code® and require a siting permit from Argonne. Storage trailers, transfer and temporary storage must meet DOT requirements as applicable and a siting permit from Argonne.

29. A contractor’s ES&H performance will be an important factor for consideration in selection of contractors. The contractor’s performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. It is determined that the contractor/employee is not in compliance with the 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 competitive list and shall not be allowed to work as a subcontractor on the Laboratory site for a period of time as determined by the Laboratory. For the purposes of determining employee safety record, all contractors, subcontractors, and allied contractors are jointly and severally responsible. The contractor must notify the Laboratory within ten (10) days following receipt of the information from an affected employee. Failure to provide such notification shall be reason for immediate up to and including appropriate disciplinary action, including discharge.

30. Contractor-Owned/Rented Trailers and Other Movable Structures

N. Contractor-Owned/Rented Trailers and Other Movable Structures’ Requirements

• Automatic detection systems are not required when the contractor-owned movable structure is not an exposure hazard to government property and does not endanger Argonne or DOE employees. (See OSHA 1926.100(b) and the International Building Code® and require a siting permit from Argonne. Storage trailers, transfer and temporary storage must meet DOT requirements as applicable and a siting permit from Argonne.

65. 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 performed in accordance with the contract conforms to contract requirements. The contractor shall maintain complete inspection records and make them available to the Laboratory. All work shall be conducted under the general direction of the contractor’s supervisor, foreman, or another qualified person designated by the contractor, and in accordance with all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Laboratory inspections and tests are for the sole benefit of the Laboratory and do not—

1. Relieve the contractor of responsibility for providing adequate quality control measures;

2. Relieve the contractor of responsibility for damage to or loss of the material before acceptance;
(a) Definitions. As used in this clause–

(e) The contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Laboratory. The laboratory may charge to the contractor any direct costs of inspection or test when work is not ready at the time specified for the contractor for inspection or test, or when prior rejection makes reinspection or repeat necessary. The Laboratory shall perform all nonconforming tests in a manner and to an extent sufficiently to unnecessarily delay the work. Special, full-size, and performance tests shall be performed as described in the contract.

(f) The contractor shall, without charge, replace or correct work found by the Laboratory not to conform to contract requirements, unless in the public interest the Laboratory consents to accept the work with an appropriate adjustment in the contract price. The contractor shall promptly segregate and remove material from the premises.

(i) If the contractor does not promptly replace or correct rejected work, the Laboratory may (1) contract for or otherwise, repair or replace the work and charge the cost to the contractor or (2) terminate for default the contractor’s right to proceed.

(d) The presence or absence of a Laboratory inspector does not relieve the contractor from his responsibility to fulfill all obligations as described in the contract.

(2) 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(c).  Other than individuals employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(3) (i) The contractor may request a price adjustment only after the effective date of the new E.O. minimum wage rate, but is not required to do so. However, wage increases under such other laws or municipal ordinances are not adjusted only if labor costs increase as a result of an increase in the annual dollar amount that is provided in the contract.

(ii) Subcontracts may be evaluated and adjusted to the new minimum wage, pursuant to paragraph (b)(2), contractors shall consider any subcontracts that are covered.

(iii) The Laboratory will not adjust the contract price under this clause for any cost increases to subcontractors, if such increases are not required by the contract price, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(f) The Contractor will pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker.

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered.

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship with the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with a contract covered by the regulations issued under 29 CFR 541, or violating such regulations, by workers who individually or jointly perform in connection with such contracts; and (ii) any other Federal contract, including any contract covered by Executive Order 13658, and

(3) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the procedures and policies in 29 CFR 10.24(b) and (c) for treatment of workers covered by this clause and shall pay their wages in the manner prescribed by applicable Federal, State, or local law. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently and available for inspection and transcription by authorized representatives of the Department of Labor. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently and available for inspection and transcription by authorized representatives of the Department of Labor. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently and available for inspection and transcription by authorized representatives of the Department of Labor.
68. NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS.

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause entitled "American—Construction Material" (Federal Acquisition Regulation (FAR) clause 52.225-20).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act to a given construction material shall submit the request to the Contracting Officer in time to allow a determination before the offer is made. The offeror shall include the information and applicable supporting data required by paragraphs (a) and (b) of the clause at FAR 52.225-20. If the contractor or subcontractor has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation. The Contracting Officer will evaluate only those offers based on use of the equivalent domestic construction material. An offer on which an exception was requested—

(1) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(2) May be accepted if revised during negotiations.

69. OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to authorized areas. The Contractor shall not operate any equipment or vehicle weighing over 20,000 pounds, or having any other dimension greater than 13 feet, on any portion of the Government's property without the written permission of the Laboratory Procurement Official.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the site of the work, (2) during contract performance, or by the careless operation of equipment, or by workmen, labor and materials furnished by the Contractor without expense to the Government. The contractor shall also be responsible for all damages caused by contractors, subcontractors, or their agents or employees, or those of any other persons employed by the Contractor, or the Wage and Hour Division of the Department of Labor. The Contractor or subcontractor shall permit the Laboratory Procurement Official or authorized representatives of the Laboratory Procurement Official or the Department of Labor to inspect any and all records or printed or recorded materials which an exception was requested—

(1) The Government will evaluate an offer requesting exception to the requirements of this clause at FAR 52.225-20, and the offeror shall include the information and supporting data in the offer.

(2) A manufactured construction material that is manufactured in the United States and does not apply the Buy American statute, based on claimed unreasonable cost of domestic construction material, shall be approved only if the offeror can demonstrate that such material is not available in the United States, or if the offeror can demonstrate that the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-20,

(c) Evaluation of offers. The Contractor will evaluate offers on the basis of the most advantageous offer, as determined by the Contracting Officer.

(d) Alternate offers.

(1) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1441 for the alternate offer, and the alternate offer shall be evaluated in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-20 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined inapplicability.

(2) If the Government determines that a particular exception requested in accordance with paragraph (c) of this clause is not justified, the Contractor will evaluate only those offers based on the use of equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

70. OTHER CONTRACTS (APR 1984)

The Laboratory may enter into or award other contracts for additional work at or near the site of the work in this contract. The Contractor and the contractor's employees and agents are required to act in conformity with the requirements of this contract, the requirements of the Laboratory, and the requirements of applicable laws, codes, and regulations applicable to the performance of the work.
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 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 construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) 41 U.S.C chapter 83, Buy American, by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

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

Contracting Officer to list applicable exceptions or indicate “none”

(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—

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(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 cited in accordance with paragraph (b)(4) of this clause.

(5) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

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

(7) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer shall be grounds for a determination by the Laboratory that the contractor is not proceeding the work in a diligent manner consistent with the time specified in the contract. Upon making this determination, the Laboratory may terminate the contractor’s right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(1) The contractor acknowledges that it has taken steps reasonably necessary to ascertain the material and its locality of origin, and that it has notified itself of the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of material, (2) the availability of labor, water, electricity, and other utility services, (3) laws and ordinances concerning the protection of the environment, (4) necessary permits, (5) the availability or unavailability of similar material or energy resources, and (6) any other conditions which can be reasonably expected to be adverse to the contractor.

(2) Failure of the contractor to comply with the requirements of the Laboratory under this clause shall be grounds for a determination by the Laboratory that the contractor is not proceeding the work in a diligent manner consistent with the time specified in the contract.
80. If the performance of all or any part of the work is, for an unreasonable period of time, genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose.

(b) The Laboratory may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work at the Argonne National Laboratory include all genuine, original, and unused parts of the work at the Argonne National Laboratory.

(c) The contractor is responsible for the cost of any interruption to the contractor's operations, including the subcontractor's signed and dated acknowledgment that the clauses above have been included in all subcontracts for construction within the United States.

(d) The contractor shall be responsible for any additional cost or damage to the contractor's operation as a result of the Laboratory's possession or use of any work perform any additional work and materials furnished or, workmanship performed by the contractor or any subcontractor or supplier at any time.

81. SUSPENSION OF WORK (APR 1984)

(a) In the performance of this work, the contractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to any part of the work. If the warranty fails to meet the performance standards. Information about these products is available for Energy Star® at:


(b) When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor shall specify and deliver Energy Star® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Star® specifications. The contractor shall provide all materials and equipment that have been certified, labeled, or otherwise verified as meeting Energy Star® criteria and have been certified, labeled, or otherwise verified as meeting Energy Star® criteria.

(c) The contractor shall be responsible for any additional cost or damage to the contractor's operation as a result of the Laboratory's possession or use of any work perform any additional work and materials furnished or, workmanship performed by the contractor or any subcontractor or supplier at any time.

(d) In the event the contractor's warranty under paragraph (b) of this clause has expired, the contractor shall not be liable for the repair of any defects of material or design furnished by the Laboratory or for the repair of any damage that results from any defect in the Laboratory's facilities or equipment.

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

85. WITHHOLDING OF FUNDS (MAY 2014)

The Laboratory Procurement Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any subcontractor, the full amount of wages required by the contract, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be reasonably necessary to cover the cost of wages and materials furnished or, workmanship performed by any person, family, or household, in the course of employment, which, in the event of failure to pay any labor or mechanic, including any apprentice, trainee, or helper, employed by the Contractor or any subcontractor the full amount of wages required by the contract, may, after written notice to the Contractor,
take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Section III - Argonne National Laboratory Requirements

86. 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.

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

88. 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.

89. 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.

90. 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.

91. 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.

92. 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>![Grade 5 Icon]</td>
<td>![Grade 8 Icon]</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>
</tbody>
</table>

## Grade 8 fasteners with the following manufacturers’ headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Siyobo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasoo (CA, TW, JP, and YU) (Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiel (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoel Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</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 (BENNEDT DENVER TARGET ONLY) with the following headmarks:

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

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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. These standards shall be consistent with those promulgated under the Occupational Safety and Health Act. 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 (DGAR), 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.

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, on 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;
8. receive results of inspections and accident investigations upon request.

Inspections:

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

Where there is no representative authorized by the 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, in writing, or by using the local DOE office employee concerns hotline, telephone 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 such 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.

It is the policy of DOE that employees of contractors at DOE facilities should be able to provide information to DOE, to Congress, or to their contractors concerning violations of law, danger to health and safety, or matters involving 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 170.

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 (DGAR), Subpart 970.23 and DOE O 440.1A, to permit employees working in it or frequenting any portion of the plant to observe a copy on the way to or from their workplace.