## APPENDIX A

### ARGONNE TERMS AND CONDITIONS

(For Fixed-Price Construction Contracts)

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Notice To Proceed (Oct 1999)</td>
<td>3</td>
</tr>
<tr>
<td>2. Displaced Employee Hiring Preference (Jun 1997)</td>
<td>3</td>
</tr>
<tr>
<td>3. Covenant Against Contingent Fees (Apr 1984)</td>
<td>3</td>
</tr>
<tr>
<td>4. Equal Opportunity (Mar 2007)</td>
<td>3</td>
</tr>
<tr>
<td>5. Employment Reports Veterans (Sept 2010)</td>
<td>3</td>
</tr>
<tr>
<td>6. Equal Opportunity For Veterans (Sept 2010)</td>
<td>3</td>
</tr>
<tr>
<td>Executive Order 13496: (Apr2010)</td>
<td></td>
</tr>
<tr>
<td>8. Notification Of Employee Rights Under The National Labor Relations</td>
<td>4</td>
</tr>
<tr>
<td>Act (Dec 2010)</td>
<td></td>
</tr>
<tr>
<td>9. Employment Eligibility Verification (Aug 2013)</td>
<td>4</td>
</tr>
<tr>
<td>10. Personal Identity Verification Of Contractor Personnel (Jan 2011)</td>
<td>5</td>
</tr>
<tr>
<td>12. Information Technology Acquisitions (March 2009)</td>
<td>5</td>
</tr>
<tr>
<td>14. Classification/Declassification (Sep 1997)</td>
<td>6</td>
</tr>
<tr>
<td>15. Clean Air And Water (Apr 1984)</td>
<td>6</td>
</tr>
<tr>
<td>16. Energy Efficiency In Energy-Consuming Products (Dec 2007)</td>
<td>7</td>
</tr>
<tr>
<td>19. Preference For U.S. Flag Air Carriers (Jun 2003)</td>
<td>7</td>
</tr>
<tr>
<td>20. Preference For Privately Owned U.S.-Flag Commercial Vessels (Apr</td>
<td>7</td>
</tr>
<tr>
<td>22. Small Business Subcontracting Plan (Jan 2011)</td>
<td>8</td>
</tr>
<tr>
<td>23. Utilization Of Small Business Concerns (Jan 2011)</td>
<td>9</td>
</tr>
<tr>
<td>24. Providing Accelerated Payments To Small Business Subcontractors</td>
<td>10</td>
</tr>
<tr>
<td>(Dec 2013)</td>
<td></td>
</tr>
<tr>
<td>25. Protecting The Government's Interest When Subcontracting With</td>
<td>10</td>
</tr>
<tr>
<td>Contractors Debarred, Suspended, Or Proposed For Debarment (Dec</td>
<td></td>
</tr>
<tr>
<td>2010)</td>
<td></td>
</tr>
<tr>
<td>26. Notice To The Laboratory Of Labor Disputes (Oct 1999)</td>
<td>10</td>
</tr>
<tr>
<td>27. Reports (Oct 1997)</td>
<td>10</td>
</tr>
<tr>
<td>28. Subcontractor Cost Or Pricing Data (Oct 2010)</td>
<td>10</td>
</tr>
<tr>
<td>29. Subcontractor Cost Or Pricing Data—Modifications (Oct 2010)</td>
<td>10</td>
</tr>
<tr>
<td>30. Price Reduction For Defective Certified Cost Or Pricing Data</td>
<td>10</td>
</tr>
<tr>
<td>(Aug 2011)</td>
<td></td>
</tr>
<tr>
<td>31. Price Reduction For Defective Certified Cost Or Pricing Data—</td>
<td>10</td>
</tr>
<tr>
<td>Modifications (Aug 2011)</td>
<td></td>
</tr>
<tr>
<td>32. Specifications And Drawings For Construction (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>33. Site Investigation And Conditions Affecting The Work (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>34. Differing Site Conditions (Oct 1999)</td>
<td>11</td>
</tr>
<tr>
<td>35. Prohibition Of Segregated Facilities (Feb 1999)</td>
<td>11</td>
</tr>
<tr>
<td>36. Changes (June 2007)</td>
<td>11</td>
</tr>
<tr>
<td>37. Superintendent By The Contractor (Oct 1999)</td>
<td>12</td>
</tr>
<tr>
<td>38. Material And Workmanship (Mar 2003)</td>
<td>12</td>
</tr>
<tr>
<td>39. Payments (Feb 2004)</td>
<td>12</td>
</tr>
<tr>
<td>40. Bankruptcy (Jul 1999)</td>
<td>12</td>
</tr>
<tr>
<td>41. Inspection Of Construction (Oct 1999)</td>
<td>12</td>
</tr>
<tr>
<td>42. Schedules For Construction Contracts (Oct 1999)</td>
<td>12</td>
</tr>
<tr>
<td>43. Permits And Responsibilities (Oct 1999)</td>
<td>13</td>
</tr>
<tr>
<td>44. Use And Possession Prior To Completion (Oct 1999)</td>
<td>13</td>
</tr>
<tr>
<td>45. Environment, Safety And Health (Feb 2014)</td>
<td>13</td>
</tr>
<tr>
<td>46. Environmental Protection (May 2001)</td>
<td>13</td>
</tr>
<tr>
<td>47. Limitations Period (May 2001)</td>
<td>15</td>
</tr>
<tr>
<td>48. Assignment And Subcontracting (Oct 1999)</td>
<td>15</td>
</tr>
<tr>
<td>49. Subcontracts For Commercial Items (Jul 2013)</td>
<td>15</td>
</tr>
<tr>
<td>50. Non-Waiver Of Defaults (Oct 1999)</td>
<td>16</td>
</tr>
<tr>
<td>51. Warranty Of Construction (Oct 1999)</td>
<td>16</td>
</tr>
<tr>
<td>52. Bonds And Insurance (Oct 1999)</td>
<td>16</td>
</tr>
<tr>
<td>53. Additional Bond Security (Oct 1999)</td>
<td>16</td>
</tr>
<tr>
<td>54. Other Contracts (Oct 1999)</td>
<td>16</td>
</tr>
<tr>
<td>55. Buy American Act—Construction Materials (Sep 2010)</td>
<td>16</td>
</tr>
<tr>
<td>56. Government/Laboratory Property (Oct 1999)</td>
<td>17</td>
</tr>
<tr>
<td>57. Suspension Of Work (Oct 1999)</td>
<td>18</td>
</tr>
<tr>
<td>58. Contract Work Hours And Safety Standards Act – Overtime</td>
<td>18</td>
</tr>
<tr>
<td>Compensation (Jul 2005)</td>
<td></td>
</tr>
<tr>
<td>59. Davis-Bacon Act (July 2005)</td>
<td>18</td>
</tr>
<tr>
<td>60. Davis-Bacon Act – Price Adjustment (None Or Separately Specified</td>
<td>19</td>
</tr>
<tr>
<td>Method) (Dec 2001)</td>
<td></td>
</tr>
<tr>
<td>61. Withholding Of Funds (Feb 1988)</td>
<td>19</td>
</tr>
<tr>
<td>62. Payrolls And Basic Records (June 2010)</td>
<td>19</td>
</tr>
<tr>
<td>63. Apprentices And Trainees (July 2005)</td>
<td>19</td>
</tr>
<tr>
<td>64. Compliance With Copeland Act Requirements (Feb 1988)</td>
<td>19</td>
</tr>
<tr>
<td>65. Subcontracts (Labor Standards) (Jul 2005)</td>
<td>19</td>
</tr>
<tr>
<td>66. Contract Termination - Debarment (Feb 1988)</td>
<td>20</td>
</tr>
<tr>
<td>67. Compliance With Davis-Bacon And Related Act Regulations (Feb</td>
<td>20</td>
</tr>
<tr>
<td>1988)</td>
<td></td>
</tr>
<tr>
<td>68. Disputes Concerning Labor Standards (Feb 1988)</td>
<td>20</td>
</tr>
<tr>
<td>69. Certification Of Eligibility (Feb 1988)</td>
<td>20</td>
</tr>
<tr>
<td>70. Approval Of Wage Rates (Oct 1999)</td>
<td>20</td>
</tr>
<tr>
<td>71. Affirmative Action Compliance Requirements For Construction (Feb</td>
<td>20</td>
</tr>
<tr>
<td>1999)</td>
<td></td>
</tr>
<tr>
<td>72. Federal, State, And Local Taxes (Apr 2003)</td>
<td>21</td>
</tr>
<tr>
<td>73. Termination For Convenience Of The Government (Fixed-Price) (</td>
<td>21</td>
</tr>
<tr>
<td>May 2004)</td>
<td></td>
</tr>
<tr>
<td>74. Default (Oct 1999)</td>
<td>22</td>
</tr>
<tr>
<td>75. Anti-Kickback Procedures (Oct 2010)</td>
<td>22</td>
</tr>
<tr>
<td>76. Restriction On Certain Foreign Purchases (Jun 2008)</td>
<td>23</td>
</tr>
<tr>
<td>77. Restrictions On Subcontractor Sales To The Government (Sep 2006)</td>
<td>23</td>
</tr>
<tr>
<td>– Applicable To Contracts Which Exceed $100,000</td>
<td></td>
</tr>
<tr>
<td>78. Whistleblower Protection For Contractor Employees (Dec 2000)</td>
<td>23</td>
</tr>
<tr>
<td>79. Contractor Employee Whistleblower Rights And Requirement To</td>
<td>23</td>
</tr>
<tr>
<td>Inform Employees Of Whistleblower Rights (Sept 2013)</td>
<td></td>
</tr>
<tr>
<td>80. Combating Trafficking In Persons (Feb 2009)</td>
<td>23</td>
</tr>
<tr>
<td>81. Limitation On Payments To Influence Certain Federal Transactions</td>
<td>23</td>
</tr>
<tr>
<td>(Oct 2010)</td>
<td></td>
</tr>
<tr>
<td>82. Accounts, Records, And Inspection (Dec 2010)</td>
<td>24</td>
</tr>
<tr>
<td>83. Laboratory Site Access And /Or Participation In Activities By</td>
<td>24</td>
</tr>
<tr>
<td>Non-U.S. Nationals (Dec 2004)</td>
<td></td>
</tr>
<tr>
<td>85. Export Control Information For Foreign Travel (Nov 2002)</td>
<td>25</td>
</tr>
<tr>
<td>86. Vehicle Liability Insurance Coverage (May 2001)</td>
<td>25</td>
</tr>
</tbody>
</table>
87. Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011) ................................................................. 25
88. Integration Clause (May 2001) .................................................. 25
89. Technical Standards Program (Feb 2011) ................................. 25
90. Suspect Counterfeit Parts (Dec 2007) ....................................... 25
1. NOTICE TO PROCEED (OCT 1999)

This contract is designated as high risk. The contractor shall not commence work under this contract unless and until the contractor receives a notice to proceed issued by the Procurement Representative.

2. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Applicability.

This clause applies to all contracts (except for commercial items) in excess of $50,000.

(b) Definition.

"Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has ten years in the eligible criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(e) The Employment Activity Report required by paragraphs (b)(2) and (b)(3) of this clause shall be submitted within 30 days after contract award, apply to either the Regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(f) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and conferences. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other data and materials relating to the matter under investigation or pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(g) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended. If the Contractor is declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked under the contract. The Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided in these provisions apply.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor.

(j) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

3. COVENANT AGAINST CONTINGENT FEES (APR 1984)

(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 Laboratory shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) Any fee that is contingent upon the success that a person or concern has in securing a Government contract on any basis other than the merits of the matter.

(c) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall be submitted within 30 days after contract award.

4. EQUAL OPPORTUNITY (MAR 2007)

(a) "Executive and senior management" means—

(i) Employment;

(ii) Upgrading;

(iii) Definitions;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, indemnification, or other forms of compensation.

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

(c) The Contractor shall send to each labor union or representative of workers with which the Contractor has or is agreed to collective bargaining agreements.

(d) The Contractor shall, in all employee training programs including apprenticeship programs, shall make a good faith effort to provide opportunities for employment and advancement to members of any group that has been denied equal employment opportunity.

(e) The Contractor shall, within 30 days of the date of contract award, the Contractor shall, within

30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and conferences. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other data and materials relating to the matter under investigation or pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended. If the Contractor is declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked under the contract. The Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided in these provisions apply.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

5. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

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

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "[redacted]," "[redacted]," "[redacted]", "[redacted]," "[redacted]," "[redacted]," "[redacted]," "[redacted]," "widow or widower of a veteran," and "[redacted]", [redacted] have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

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

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are veterans, and the number of veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of employees in the contractor's workforce, by job category and hiring location, who are veterans, Armed Forces service medal veterans, and recently separated veterans.

(3) 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 in this clause, or in the Form VETS-100A, data on veterans status by contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

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

(e) All employment activity report required by [redacted] section (c) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent three-month period preceding the ending date selected for the report. Contractors may select an ending date—

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

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

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall include in this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

6. EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)

This clause applies to all subcontracts with a value of $100,000 or more.

(a) Definitions. As used in this clause—

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting more than 3 days or less. This term includes full-time employment, temporary employment of more than 3 days, and part-time work.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 12909).

"Disabled veteran" means—

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

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

"Executive and senior management" means—

(1) An employee—

(i) Compensated on a salary basis at a rate of not less than $45 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government, exclusive of board, lodging or other services; if his or her primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof.

(2) Who customarily and directly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion of other employees are given weight by reason of the employee's particular position or personal status by the Contractor.

(4) Any employee—

(i) At least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
“Other protected veteran” means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been awarded under the laws administered by the Department of Defense. “Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s own employees, including any affiliates. This clause does not include any openings the Contractor proposes to fill from regularly established “recall” lists. The expression “does not apply to a particular opening once an employee decides to consider applicants outside of its organization.”

“Qualified disabled veteran” means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

1. The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

2. The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

3. Before the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor shall advise the State of any changes to the employment openings listed by this clause.

4. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of this Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medallion veterans, and other protected veterans in all employment practices including the following:

   (i) Recruitment, advertising, and job application procedures.
   (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
   (iii) Rate of pay or any other form of compensation and changes in compensation.
   (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
   (v) Leaves of absence, sick leave, or any other leave.
   (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
   (vii) Selection and financial support for training, including apprenticeship, on-the-job training under 38 U.S.C. 3657, professional meetings, conferences, and other related activities, and pursuit of training.
   (viii) Activities sponsored by the Contractor including social or recreational programs.

   (b) In any other form, complaint procedures established by the Contractor.

5. The Secretary of Labor issued under part 471, which implements Executive Order 13496 or as otherwise provided by law.

6. The Contractor shall also post the required notice electronically by displaying prominently, on a Web site maintained by the Department of Labor and is sufficiently unique so as to be readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

7. The Contractor shall ensure employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on a Web site maintained by the Department of Labor’s Web site that contains the full text of the poster. The link to the Department of Labor’s Web site is located at Appendix A, Subpart A, 29 CFR Part 471.

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

9. The Contractor shall post the notice to employees at the required locations, but if the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

10. The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

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

12. However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.
“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders and changes and modifications to purchase orders. “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in this clause, includes the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

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

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

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

(a) General

(1) Regarding any provision for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disabilities. The Contractor shall make reasonable accommodations for employees and applicants with disabilities to enable them to perform the essential functions of their jobs. The term “reasonable accommodation” is defined as any change in working conditions or other changes that enable an employee or applicant with a disability to perform the essential functions of their job. The contractor shall make this determination based on the individual needs of the employee or applicant and the nature of the job. This determination shall be made without regard to the costs associated with the accommodation.

(b) Posting

(1) The Contractor agrees to post employment notices stating— (i) the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; (ii) the availability of accommodations for employees with disabilities; and (iii) the rights of applicants and employees with disabilities under the law. The notices shall include the following text:

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

(k) Employment practices such as—

(l) Assignment, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(m) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leave of absence for purposes of attendance at professional meetings, conferences, and other related activities;

(n) Discharge and other terms and conditions of employment such as—

(o) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(p) Activities sponsored by the Contractor, including social or recreational programs; and

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

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

(b) Subcontracts

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

(2) The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

12. 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 configurations available from the National Institute of Standards and Technology website at http://csrc.nist.gov.

13. SECURITY (OCT 2013) (DEVIATION)

Responsibility, it is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter under DOE control, including special nuclear material and other DOE property. The Contractor shall ensure that all classified information and other DOE property are handled in accordance with the DOE security program. The Contractor shall ensure that all classified information and other DOE property are handled in accordance with the DOE security program. The Contractor shall ensure that all classified information and other DOE property are handled in accordance with the DOE security program.

The Contractor shall—


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

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

(1) When no longer needed for contract performance.

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

(3) Upon contract completion or termination.

(4) The Contractor shall comply with all applicable personal identity verification procedures and requirements of the Government. The Contractor shall ensure that all personnel assigned to the contract, who have been granted and holds an active U.S. Government security clearance for the period of performance of this contract, shall comply with the provisions of the Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget Circular A-19, dated March 25, 2004, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.


Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) Definition of Special Nuclear Material. The term "special nuclear material" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material containing the same isotope that is in excess of 20 percent of the amount of that isotope contained in the fuel cycle for the production of any nuclear weapon, or that has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Access authorizations of personnel.

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE regulations and mandatory DOE directives which apply to the work or services ordered hereunder, to any person not entitled to receive it, or to use the access information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, as amended.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of any unauthorized disclosure, and that is marked to indicate its classified status when in Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure. Additionally, the Contractor must require such Subcontractors to have an employee who is trained to submit a completed SF 382, Certificate Pertaining to Foreign Interests, as required in DEAR 520.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance for any individual who is to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this provision, the term "Contractor" at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

14. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and the "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Government function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involve the use of the original classification guidance which reflects decisions made by Federal Government Original Classifiers.

(b) The contractor agrees --

(1) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the contract was let, or on the Environmental Protection Agency, or air or water pollution control agency under the regulations, work practices, or other requirements contained in, issued under, or adopted by State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Vapors and Gasoline Disposal Act of the Air Act (42 U.S.C. 7412(d)).

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d)) is in place.

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Water Act (42 U.S.C. 4151(d)).

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by an Environmental Protection Agency or by a State under an approved program, and under section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Vapors and Gasoline Disposal Act of the Air Act (42 U.S.C. 7412(d)).

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

(1) A schedule or plan adopted or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the Water Act, or other applicable law.

(2) The implementation of a closed system for the purpose of preventing the introduction or spread of any waterborne disease or pathogen into the water source.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, lot, or site of operations, owned, leased, or supervised by a contractor or subcontractor used in the performance of a contract or subcontract where the location or site of operations includes more than one building, plant, installation, or structure, the chemical or physical composition of which is such that if this is known to a person, as a designee, of the Environmental Protection Agency, determines that independent facilities are fabricated in one geographic area.

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

(b) The contractor agrees --

(1) To comply with the requirements of section 114 of the Clean Act (42 U.S.C. 7414) and section 306 of the Clean Water Act (33 U.S.C. 1318) regulating, monitoring, and reporting on the contaminants or other requirements specified in applicable laws that the Contractor, due to the nature of its business or operations, is subject to, including those that are subject to the authority of the Administrator, as designated by the Environmental Protection Agency, or is subject to the Water Act (42 U.S.C. 1321 et seq.)

(2) To comply with the other requirements of section 114 and section 306 of the Clean Water Act (33 U.S.C. 1318) and the Water Act (42 U.S.C. 7414 et seq.)

(3) To comply with the requirements of section 114 of the Clean Act (42 U.S.C. 7414) and section 306 of the Clean Water Act (33 U.S.C. 1318) that are applicable to the Contractor's performance of this contract, and to provide the contractor with a copy of such a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when
18. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *days before the delivery of, or prior to completing work involving* the contract number listed for
items containing either

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to
the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal
Regulations, in effect on the date of this contract, or

(2) Other radioactive material containing specific licensing requirements in which the specific activity is
greater than 0.002 microminerals per gram or the activity per item equals or exceeds
0.001 microminerals.

Such notice shall specify the part or parts of the items which contain radioactive materials, a
description of the materials, the name and activity of the isotope, the manufacturer of the material,
and any other information to be furnished to the Contractor which will put users of the items
on notice as to the hazards involved (OMB No. 1092-0017).

* The Laboratory Procurement Representative shall report the number of days required in
advance of delivery of the item or completion of the servicing to assure that required licenses
are obtained and appropriate personnel are notified to institute any necessary safety and
health precautions. See FAR 23.01(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and
composition of the radioactive material from deliveries under this contract or prior contracts,
the Contractor may submit that the Laboratory Procurement Representative or designee
waive the notice requirement in paragraph (a) of this clause. Any such request shall —

(1) Be submitted in writing;

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

(3) Be accompanied by the contract number on which the prior notification was submitted and
the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific
activity is greater than 0.001 microminerals per gram and which is not exempt from the
requirements therefor shall be labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive
materials meeting the criteria in paragraph (a) of this clause.

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

(a) Definitions. As used in this clause -- international air transportation means transportation by
air between a place in the United States and a place outside the United States or between two
groups of places both of which are outside the United States.

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

"Flag air carrier" means an air carrier having a U.S.-flag air carrier certificate (as defined in 49
U.S.C. Chapter 413).

Section 5 of the International Air Transportation Act (49 U.S.C. 40118(b)(Fly 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 services by those carriers are available.

The Contractor, in determining the availability of flag air carriers for international air transportation of personnel or property, shall use the program requirements, the alternate thresholds at 40 CFR 372-27, provided an appropriate certification form has been filed with EPA; or shall perform a prospective cost analysis, the closest approach to the program requirements, the alternate thresholds at 40 CFR 372-27, provided an appropriate certification form has been filed with EPA; or shall perform a prospective cost analysis, the closest approach to the program requirements, the alternate thresholds at 40 CFR 372-27, provided an appropriate certification form has been filed with EPA.

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

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

(a) Except as provided in paragraph (c) of this clause, the Cargo Preference Act of 1954 (46
U.S.C. Appx 1241b(1)) requires that all Federal departments and agencies shall transport in
privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of
equipment, materials, or commodities that may be transported in ocean vessels (computed
departing from the dry bulk category and tanker category). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

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

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

(3) Furnished for a foreign nation in connection with which the United States advances funds, loans, or guarantees to the foreign nation; or

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

(b) 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
transportation.

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

(d) 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
transportation.
21. APPLICABLE LAW (OCT 1999)

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

22. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This clause does not apply to small business concerns.

a. Definitions: As used in this clause:

   “Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1652(e)(2). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

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

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


   “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.) that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(e). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

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

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

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

b. The offeror, upon request by the Laboratory Procurement Official, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small business concerns, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the overall contract and separate parts for the individual contract to be subcontracted. If the offeror is submitting a master plan, the plan shall be incorporated into each individual contract plan that is part of the master plan.

c. The offeror’s subcontracting plan shall include the following:

   1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontractors that contribute to contract performance, and may include a proportionate share of a contractor’s efforts on small business concerns that are normally allocated as indirect costs. In accordance with 43 C.F.R. 1626:

      i. Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and disadvantaged business concerns (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

      ii. Where one or more subcontractors are in the subcontractor tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

      a. In most cases, the appropriate contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

      b. If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only one portion of the total subcontract award to each Contractor.

      c. The sum of the amounts designated to various Contractors cannot exceed the total subcontract award to the subcontractor.

      d. The ANC or Indian tribe shall give a copy of the written designation to theContracting Officer, the prime contractor, and the subcontractors in between the prime contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

      e. If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

   2. A statement of—

      a. Total dollars planned to be subcontracted for an individual contract or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracted to support the sales for a commercial plan;

      b. Total dollars planned to be subcontracted to small business concerns (including ANCs and Indian tribes);

      c. Total dollars planned to be subcontracted to veteran-owned small business concerns;

      d. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns;

      e. Total dollars planned to be subcontracted to HUBZone small business concerns;

      f. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

      g. Total dollars planned to be subcontracted to women-owned small business concerns.

   3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

      a. Small business concerns;

      b. Veteran-owned small business concerns;

      c. Service-disabled veteran-owned small business concerns;

      d. HUBZone small business concerns;

      e. Small disadvantaged business concerns, and Women-owned small business concerns.

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

   5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing subcontractor source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council) to identify subcontracting opportunities in this clause.

   6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred for common or joint purposes.

   7. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an opportunity to compete for subcontracting opportunities.

   8. Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors who are subcontracting to small business concerns (including ANCs and Indian tribes) to either include the Small Business Utilization clause in all subcontracts that offer further subcontracting opportunities, or to submit to the offeror an eSRS (electronic subcontracting system) to adopt a plan similar to the plan that complies with the requirements of this clause.

   9. Assurances that the offeror will—

      a. Cooperate in any studies or surveys as may be required;

      b. Submit periodic reports so that the Government can determine the extent of compliance with the subcontracting goals; and

      c. Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (i) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.ehrs.gov. The reports shall provide information on subcontracting to small business concerns, including (ancs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone business concerns, small disadvantaged business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes) and women-owned small business concerns.

   10. It shall be the offeror’s responsibility to ensure that the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISR, to all first-tier subcontractors with subcontracting plans so they can enter the information into the eSRS when submitting their ISR, and a copy of the ISR to the offeror’s official responsible for acknowledging receipt of or rejecting the ISR, to its subcontractors with subcontracting plans.

   11. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in this clause, including establishing source lists, and a description of the efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):—

      a. Source lists of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

      b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

      c. Records on each subcontract solicitation resulting in an award of more than $150,000, indicating—

         a. Whether all small business concerns were solicited and, if not, why not; and

         b. Whether veteran-owned small business concerns were solicited and, if not, why not;

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

         d. Whether HUBZone small business concerns were solicited and, if not, why not;

         e. Whether small disadvantaged business concerns were solicited and, if not, why not;

         f. Whether women-owned small business concerns were solicited and, if not, why not;
F. Whether women-owned small business concerns were solicited and if not, why not; and
G. If applicable, the reason award was not made to a small business concern.
iv. Records of any outreach efforts to contact—
A. Trade associations;
B. Business development organizations;
C. Conferences and trade fairs that locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
D. Veterans service organizations.
v. Records of internal guidance and encouragement provided to buyers through—
A. Workshops, seminars, training, etc.; and
B. Monitoring performance to evaluate compliance with the program's requirements.
vi. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

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

1. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

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

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

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

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

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

A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

1. The master plan has been approved by the Contracting Office to satisfy the requirements of this contract.

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

3. Prior to the award of subcontracts, the offeror shall comply with the requirements of this clause.

A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government portion of the contract. Once the Contractor has received the Government\’s approval of the proposed subcontracting plan, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item.

The Contractor shall comply with the reporting requirements stated in paragraph (d) of this clause by submitting an annual report that shall include all subcontract awards made under the commercial plan. The report shall be submitted annually, within thirty days after the end of the Government\’s fiscal year. The report shall include—

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

B. The report shall be submitted within thirty days after the end of the Government\’s fiscal year.

C. If a Contractor has a commercial plan and is performing work for more than one Government agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for subcontracting purposes are received.

D. The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Contracting Officer who approved the commercial plan.

E. The Contractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by the following sources:

1. Small disadvantaged business concerns,
2. HUBZone small, small disadvantaged, and women-owned small business concerns;
3. Service-disabled veteran-owned small business concerns;
4. Veteran-owned small business concerns;
5. Small business concerns.

F. Whether women-owned small business concerns were solicited and if not, why not; and
G. If applicable, the reason award was not made to a small business concern.

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

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

On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

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

1. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

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

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

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

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

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

A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

1. The master plan has been approved by the Contracting Office to satisfy the requirements of this contract.

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

3. Prior to the award of subcontracts, the offeror shall comply with the requirements of this clause.

A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government portion of the contract. Once the Contractor has received the Government\’s approval of the proposed subcontracting plan, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item.

The Contractor shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting an annual report that shall include all subcontract awards made under the commercial plan. The report shall be submitted annually, within thirty days after the end of the Government\’s fiscal year. The report shall include—

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

B. The report shall be submitted within thirty days after the end of the Government\’s fiscal year.

C. If a Contractor has a commercial plan and is performing work for more than one Government agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for subcontracting purposes are received.

D. The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Contracting Officer who approved the commercial plan.

E. The Contractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by the following sources:

1. Small disadvantaged business concerns,
2. HUBZone small, small disadvantaged, and women-owned small business concerns;
3. Service-disabled veteran-owned small business concerns;
4. Veteran-owned small business concerns;
5. Small business concerns.

F. Whether women-owned small business concerns were solicited and if not, why not; and
G. If applicable, the reason award was not made to a small business concern.
26. PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

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

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

27. 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 give notice, including all relevant information, to the Laboratory.

(b) The contractor agrees to insert this paragraph (b) in any subcontract, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event this 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.

28. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

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

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406 that, if the subcontract data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

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

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

29. SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, and

(2) Be limited to such modifications.

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

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under this clause included all of the data required by FAR 15.403-4, except as modified for the identification of the parties), in each subcontract that—

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

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

(3) Any of those 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 actual cost.

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

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

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

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue had not been certified by the contractor or its prime contractor to the Government.

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

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

(g) Except as prohibited by subdivision (c)(2)(i) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be charged against the amount of any price or cost reduction if—

(1) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the Contractor is entitled to the offset in payment requested, and

(2) The Contractor proves that the certified cost or pricing data were not accurate, complete, and current certified cost or pricing data had been submitted.

(h) The Contracting Officer shall have known that the certified cost or pricing data in issue had not been certified by the contractor or its prime contractor to the Government, and that the contract price would not have increased in the amount offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(i) An offset shall not be allowed if—

(1) The contractor or subcontractor did not fulfill the “as of” date specified on its Certificate of Current Cost or Pricing Data, or

(2) The contractor or subcontractor did not provide the Contractor the opportunity to review the data.

(j) If any reduction in the contract price under this clause reduces the price of items for which payment has been made prior to the date of the modification, the price reduction shall be charged against the amount of any price or cost reduction if the Contractor shall be liable to and shall pay the United States at the time such overpayment is made.

(k) The contractor or subcontractor knew or should have known that the contract price had been increased in the amount of any price or cost reduction.

(l) Any penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were inaccurate, inapparent, or nonconform.
31. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 2.201(a)(1)(i); except that this clause does not apply to any modification if an exception under FAR 35.504 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, is less than or is not increased by any significant amount because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certified Cost or Pricing Data; (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certified Cost or Pricing Data; (3) these parties furnished different descriptions that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any revision 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 associated costs, for the time such overpayment was made prior to the date of the modification reflecting the price reduction, the price of the contract would have been modified if accurate, complete, and current certified cost or pricing data had been submitted.

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

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

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

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

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

(i) An offset shall not be allowed if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the Contracting Officer is entitled to the offset in the amount claimed.

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

(j) No request by the contractor for an equitable adjustment to the contract under this clause shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating—

(1) the date, circumstances, and source of the order; and

(2) the reason why the contractor believes that the order is an equitable adjustment.

(k) Any other written or oral order (which, as used in this paragraph, includes direction, instruction, or determination) from the Contracting Officer written notice stating—

(1) the date, circumstances, and source of the order; and

(2) the reason why the contractor believes that the order is an equitable adjustment.

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

32. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (OCT 1999)

(a) The contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Laboratory access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of no effect as if shown on the drawings. Unless otherwise stated in the specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the latter shall govern. All work covered by this contract shall be performed in conformity with the specifications described and acknowledged in this paragraph will not relieve the contractor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

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

(c) The contractor shall submit to the Laboratory the four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Laboratory and will remain the property of the Laboratory. Upon completing the work under this contract, the contractor shall furnish a complete set of reproductions of all shop drawings as finally approved. The shop drawings shall be in such form and manner that all changes and revisions made up to the time the equipment is completed and accepted.

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

33. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (JULY 1999)

(a) The contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its costs, including but not limited to (1) the bearing capacity of the subsoil; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, floods, or snow; (4) other conditions at the site which affect the work of the Contractor; and (5) the laboratory's noncompliance and facilities needed to access completion of the work. The contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of all surface and subsurface materials and objects to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Laboratory, as well as from the drawings and specifications made a part of this contract. The contractor will not seek to establish any additional claims for costs incurred as a result of any such noncompliance, or for any changes in the work required by such conditions for which the contractor is responsible. The contractor shall be held to the contract price as reduced by any adjustment to the contract price for such changes.

(b) The Laboratory assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the Laboratory. Nor does the Laboratory give any warranty or representation of any kind concerning conditions which can affect the work of any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

34. DIFFERING SITE CONDITIONS (JULY 1999)

(a) The contractor shall promptly, and before the conditions are disturbed, give a written notice to the Laboratory of (1) any physical condition at the site which affects or may affect, directly or indirectly, the work, conditions, or cost, other than weather, such as the presence of rock, booby traps, or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by physical barriers or are otherwise noncurrent; and (2) any other condition at the site that is segregated on the basis of race, color, religion, sex, national origin because of written or oral policies or employee custom. The term does not include separate but equal facilities such as single-user restrooms or necessary dressing area facilities provided to assure privacy between the sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities or areas of any kind, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

35. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms, food service areas, locker rooms and similar facilities, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by physical barriers or are otherwise noncurrent; and (2) any other condition at the site that is segregated on the basis of race, color, religion, sex, national origin because of written or oral policies or employee custom. The term does not include separate but equal facilities such as single-user rest rooms or necessary dressing area facilities provided to assure privacy between the sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities or areas of any kind, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

36. CHANGES (JUNE 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order, change the contract as follows, or make changes in the work within the scope of the contract, including changes—

(1) In the specifications (including drawings and designs),

(2) In the method or manner of performance of the work;

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

(4) In the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph, includes direction, instruction, or determination) from the Contracting Officer 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—

(1) the date, circumstances, and source of the order; and

(2) that the Contractor agrees to the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating—

(1) the date, circumstances, and source of the order; and

(2) that the Contractor agrees to the order as a change order.

(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed as a result of such change order, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(e) The provisions of this clause shall remain in effect notwithstanding any equitable adjustment made hereunder.
39. MATERIAL AND WORKMANSHIP (MAR 2003)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. To the maximum extent practicable, the contractor shall use re-used products in the performance of this contract. The EPA Comprehensive Procurement Guideline identifies products that are environmental pursued under Title 40 C.F.R. 421. The contractor shall flow this requirement down to its lower tiered subcontractors. In the event a contractor or subcontractor is unable to procure such products because the product is not available: (1) within a reasonable time at a reasonable price; or (2) within performance requirements, the contractor shall so advise the Laboratory Technical Representative. Reference in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The contractor may, at its option, use any equipment, material, article, or process, that in the judgment of the Laboratory, is equal to or superior to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, and working condition of the material or equipment. When required by the contractor or by the Laboratory, the contractor shall also obtain from the manufacturer, or obtain from the material or equipment, test results that shall be furnished to the Laboratory. The contractor shall use the materials and equipment manufactured by the Laboratory or its designated representative.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Laboratory may, in writing, that the contractor remove from the work any employee the Laboratory deems incompetent, careless, or otherwise objectionable.

40. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to inform the Laboratory immediately of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which payment has not been made. This obligation remains in effect until final payment under this contract.

41. INSPECTION OF CONSTRUCTION (OCT 1999)

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

(b) The contractor shall maintain an adequate inspection system and perform such inspections as may be required, that the work does not contain defects or deficiencies. The Laboratory may require the contractor to perform any additional inspections or tests when work is not in compliance with the contract. The Laboratory may charge to the contractor any cost of any such inspection, test, or rework required as a result of such inspection, test, or rework.

(c) The contractor must assert its right to an adjustment under this clause within 30 days after the final payment under this contract.

(d) The contractor shall furnish to the Laboratory the name of the manufacturer, model number and other information concerning the performance, capacity, and working condition of the material or equipment. When required by the contractor or by the Laboratory, the contractor shall also obtain from the manufacturer, or obtain from the material or equipment, test results that shall be furnished to the Laboratory. The contractor shall use the materials and equipment manufactured by the Laboratory or its designated representative.

(e) All work under this contract shall be performed in a skillful and workmanlike manner. The Laboratory may, in writing, require the contractor to remove from the work any employee the Laboratory deems incompetent, careless, or otherwise objectionable.

42. SCHEDULES FOR CONSTRUCTION CONTRACTS (OCT 1999)

(a) The contractor shall, within five (5) business days after the work commences on the contract or another period of time determined by the Laboratory, prepare and submit to the Laboratory for approval three copies of a practicable schedule showing the order in which the contractor plans to proceed with the work, and the dates on which the contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and manpower). The schedule shall be based on the time and cost estimates for each of the features, and shall set forth the order in which the contractor proposes to perform the work. The contractor shall include in the schedule information that will indicate approximately the percentage of work scheduled for completion by any given date during the period. If the contractor fails to submit a schedule within the time prescribed, the Laboratory may withhold approval of progress payments until the contractor submits the required schedule.

(b) The contractor shall enter the actual progress on the chart as directed by the Laboratory, and upon doing so shall immediately deliver three copies of the annotated schedule to the Laboratory. It, in the opinion of the Laboratory, the contractor fails to keep the approved schedule, the contractor agrees to take such action to bring the work back on schedule as the Laboratory shall assign. The contractor shall not be liable for any supplemental schedule required by the Laboratory.

(c) If the contractor fails to comply with the requirements of the Laboratory under this clause shall cause a penalty of $500 per day to be assessed against the contractor. A list of the penalties shall be attached to the contractor’s claim to amounts payable under this contract.

(d) The contractor shall promptly and without fault, pay all amounts that the contractor is not prosecuting the work with sufficient diligence to ensure completion within 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.
43. PERMITS AND RESPONSIBILITIES (OCT 1999)

The contractor shall, without additional expense to the Laboratory, be responsible for obtaining any necessary permits, licenses, and permits, and for compliance with any Federal, State, and local laws, codes, and regulations applicable to the performance of the work. The contractor shall also be responsible for any injuries or damages to persons or property resulting from the negligence of the contractor, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall also be responsible for all materials delivered and used. The contractor shall complete and accept the entire work, except for any completed unit of work which may have been accepted under the contract.

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

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

(b) While the Laboratory has such possession or use, the contractor shall be relieved of the responsibility for the loss or damage to the work resulting from the Laboratory’s possession or use, notwithstanding the terms of this clause entitled “Permits and Responsibilities.” If prior possession or use by the Laboratory delays the progress of the work or causes additional expense to the contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

45. ENVIRONMENT, SAFETY AND HEALTH (FEB 2014)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of Argonne, DOE, and contractor employees, as well as members of the public and the protection of the environment. The contractor is also responsible for complying with all applicable Environment, Safety and Health (ES&H) regulations and requirements, including reporting requirements, as identified by the Laboratory. These requirements include Title 10 of the Code of Federal Regulations (CFR), Energy, Part 851, Worker Safety and Health Program (WSHP), which invokes Title 29 CFR, Labor, including but not limited to Title 29, Chapter II, Part 1910, Protection and Emphasis, Title 40 CFR, Protection and Emphasis, Title 40 CFR, Pollution Prevention, as well as other applicable state, federal, and local regulations for construction are also applicable. Subcontractors to Argonne National Laboratory are subsequently required to comply with applicable requirements of 10 CFR Part 851. Detailed information about this regulation can be found at the DOE’s web site (http://energy.gov/fss/focus-groups/10-cfr-851-worker-safety-and-health-program).

2. Authoring, submitting and obtaining approval from DOE of a site specific Worker Safety and Health Plan.

1. The contractor shall submit its construction project safety & health plan, also referred to as the Corporate Safety Plan (CSP), which contains all programs that are relevant to the contractor’s business activities and at a minimum will contain the highlighted areas of the Contractor Corporate Safety Plan Review Guide (EOD-526), encompassing all applicable aspects of Title10 CFR 851, Worker Safety and Health Program, including Title 29 of the Code of Federal Regulations, Part 1910, OSHA Safety and Health Standards for General Industry, and Part 1926, Safety and Health Requirements for Construction, and Title 40 CFR, Protection of Environment. The contractor is required to comply with the requirements set forth in its plan. The contractor’s project safety & health plan must be signed by a responsible company officer and as a minimum shall include the provisions set forth below:
   a. A statement of the contractor’s ES&H policy;
   b. The names and contact information of all ES&H representatives and alternate the names of competent persons for escalation, and confidential information, etc., as required by the scope of work and work conditions;
   c. The frequency of regular safety inspections to be conducted by the contractor;
   d. The identification of environment, safety, and health concerns, as required by DOE.

2. The contractor’s construction project safety & health plan will be reviewed for compliance within 7 days of the date of issuance. If the ES&H representatives, as required by DOE, are not available at the time of the review, the Laboratory may use Argonne employees to emphasize project safety and health, environmental protection, and fire prevention.

3. The location of the DOE-designated Worker Protection poster;

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

   a. Drug-Free Workplace requirements;
   b. Discipline policy and procedures;
   c. Items that must be available at the job site (M)SDS, the DOE-designated Worker Protection poster, DOE Filing Order Notice, phone numbers, workers compensation notice, all permits and all approved activity hazard control plan, the Laboratory’s Diffusing Professional Opinion Process poster (DPO poster). The Diffusing Professional Opinion Process poster advises contractor employees of their rights with respect to environment, safety, and health concerns, as required by DOE.

5. The contractor’s response for reviewing and approving its subcontractors’ construction project safety & health plans, which must comply with the requirements of this contract prior to commencement of work on site, and ensuring compliance during the performance of work.

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.

C. Job Environmental Protection Planning

To the extent required by the project specifications, a sedimentation and erosion control plan shall be developed and submitted for the development of the plan was included in the solicitation documents. If the plan is found to be in compliance, the Laboratory will approve the plan. Otherwise, it will be returned to the contractor with comments on areas not in compliance. A pre-construction meeting will be held, and field work will begin only after the plan is approved. Any revisions subsequent to the initial approval shall be submitted and approved prior to the start of these revisions.

3. The contractor is responsible for reviewing and approving its subcontractors’ construction project safety & health plans, which must comply with the requirements of this contract prior to commencement of work on site, and ensuring compliance during the performance of work.

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.

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 ANL-290C. It must identify foreseeable hazards and planned precautions. Safety analysis shall be provided prior 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 start of work scope change. If the work scope control plan will be revised. 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.

2. Job Safety Analysis (JSA)
1. The following requirements must be included in the contractor's ES&H Program and Implementation Plan and implemented on the job site.

a. The job safety analysis shall be performed in the laboratory and on-site by all contractors. Job safety permits will be reviewed by the Laboratory and the ES&H Office and the Contractor's Safety Director.

b. The construction project safety manager shall be present on the construction site at all times work is being performed on site by the contractor or subcontractor. If the contractor is performing work on site, the contractor's safety representative shall be present on the site at all times work is being performed on site by the contractor or subcontractor. If the contractor is performing work on site, the contractor's safety representative shall be present on the site at all times work is being performed on site by the contractor or subcontractor.

2. The ES&H Representative shall attend the pre-construction meeting and be present at all times work is being performed on site by the contractor or subcontractor. The contractor shall designate and notify the Laboratory of an alternate.

3. Duties include, but are not limited to: enforcing the written construction project safety and health plan, the JSA, as well as Argonne requirements, providing job-specific safety orientation, prevention of accidents, investigation of incidents/accidents and Notice of Safety Violations, making daily inspections, and reporting safety-related information.

4. The ES&H Representative must have the authority to stop work and change the operation to correct any deficiencies or to eliminate any hazards observed.

5. The ES&H Representative shall have, as a minimum, training equivalent to the OSHA 30-hour course in construction safety. The contractor shall designate and notify the Laboratory of an alternate.

6. All vehicles and mobile powered equipment, except automobiles and pickup trucks, shall pass from the end of the work shift to the loading dock with the equipment and shall be approved by the Laboratory prior to use. This includes, but is not limited to, personnel lifts, ladders, scaffolds, WFIs, hoist, fall arresters, and lifting devices. Equipment inspection documentation as required by 29 CFR 1926 Subpart CC Cranes and Derricks in Construction must also be with the appropriate equipment.

7. No one shall enter the work area unless a higher level of eye protection is required for special hazards.

8. All equipment shall wear safety glass with rigid side shields at all times in the construction work area. Hard hats shall meet the ANSI Z89.1 and Z89.2 standards and bear the "Z89.1" designation.

9. Pressure vessel certificates per 29 CFR 1926 Subpart CC, in addition to all necessary licenses, shall be submitted and approved prior to use.

10. Emergency egress routes must be kept clear at all times, including doors, corridors, walkway, and on staging areas.

11. No alarms, safety devices, etc. shall be disabled without Laboratory approval.

12. The following lockout/tag-out procedures must be enforced. All employees responsible for the equipment or utility will de-energize systems and initiate lockout/tag-out. Contractor personnel must be trained in lockout/tag-out prior to participating in lockout/tag-out procedures. All employees shall be locked out of systems or equipment. Contract personnel must verify that the energy source is de-energized before starting work on the system. Contractor employees must apply their lock andtags to essential controls.

13. Fire watches shall be maintained during and for a minimum of thirty minutes after burning, welding, or fire or spark-generating work is completed as determined by the Laboratory Fire Inspector. An open flame permit must be issued by the Laboratory prior to any welding or burning on the Laboratory site or in a Laboratory of an alternate.

14. A "multi-purpose" Class A-B-C dry chemical firefighting powder, ten pound (minimum) with a pressure gauge attached, shall be on the construction site within three feet of the area work. An additional extinguisher is required for each open flame work operation through the use of fire extinguishers.

15. Contractors shall hold and document the following meetings:
   a. Weekly construction meeting shall be held on a regular weekly basis. Contractor and subcontractor employees at the site to discuss pertinent safety topics.
   b. Meetings minutes or discussion topics must be posted on the contractor's bulletin board for a period of one month following the meeting. Minutes shall include the date, person holding the meeting, subject covered, and signatures of attendees.

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

17. Vehicle operators must have an appropriate valid driver's license when operating on Laboratory grounds. The assured equipment grounding program is not an acceptable substitute for personal protective equipment.

18. 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.

19. The Laboratory has a scaffolding support system in place and therefore, will inspect for approval all scaffolds built by the contractor prior to use. No scaffolding shall be used without the Laboratory's approval and qualified scaffolding personnel. When working on scaffolding at a level 4 ft. or more above a walking/working surface, OSHA-compliant fall protection (29 CFR 1926 Subpart M) shall be utilized, which may include the use of OSHA-compliant handrails.

20. Respiratory Protection Program
   a. If workers are required to wear respirators, a written respiratory protection program must be included in the contractor's ES&H Program and Implementation Plan that meets OSHA and Argonne requirements.

   b. Training records must be submitted that document that the employee was trained in and has mastered the training subjects in 29 CFR 1910.134.
c. Fit test records must be submitted that are fit tested by a competent fit tester with reliable testing equipment according to the testing requirement of 29 CFR 1910.134. The records must document which types (brands and part numbers of respirators, masks, and respirator cartridges) provided a satisfactory fit. The employee must be fitted with the respiratory equipment that will be used at the site. The fit test results must be reviewed by the employee and the fit tester and dated within one year of the date of the intended use of the respiratory protection equipment.

d. In Case of Emergency

All contractor and subcontractor accidents and unauthorized releases to the environment shall be reviewed by the Project Specialist, a representative of the Contractor, and the Project Manager. In addition, the Contractor shall complete an ANL-240, Incident Investigation and Analysis Report, and submit these to the Project Specialist, Technical Representative, or Project Manager within 24 hours.

L. Disciplinary Program

The contractor is required to develop and implement a disciplinary program to control poor performance, misconduct, negligence, and safety violations by its employees and that of any of its subcontractors. This program must be reflected in the contractor’s ES&H Program and Implementation Plan. The contractor should have a plan similar to the one described below. The Laboratory will enforce the following Disciplinary Program, which includes disciplinary actions up to and including termination of the contract.

The Laboratory will issue verbal warnings to contractors and subcontractors for safety infractions and will issue documented safety violations (Notice of Safety Violation – PFS-530) for more serious or continual infractions. The following progressive program will be implemented in sequential stages based on the quantity of documented safety violations. The previous one-year period from the current date will be utilized in determining the quantity of:

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

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

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

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

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

6. Imminent Danger
   Imminent danger situations include, but are not limited to, working at heights above six feet without fall protection; not locking out, tagging, and verifying control of hazardous energy before working; not complying with confined space entry requirements; and entering a trench, excavated area, or over挖掘 without the appropriate equipment. When a contractor employee is observed to be involved in a situation that places him/her or others in imminent danger of being seriously injured or killed, progressive discipline will not be enacted. The employee will be suspended from working on the Laboratory site for a period of six months. In addition, the contractor’s ES&H representative may be suspended from working on the Laboratory site for three work days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

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

8. Cost to the Contractor
   If laboratory disciplinary action results in suspension of contractor employee(s) including supervisors, foreman, and ES&H representative as discussed above, the contractor shall make no claims or demands of the Laboratory for damages by reason of, or in connection with, this disciplinary action.

9. Bid Procedure, Removal and Disqualification
   A contractor’s ES&H performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor’s performance, compliance with past contracts, and qualifications and safety violations by both the employee and that of any of its subcontractors. If it is determined by the Laboratory that a contractor has failed to implement the ES&H program and the contractor has shown negligence in enforcing ES&H compliance on the Laboratory site, the contractor will be removed from the active list of contractors and shall not be allowed to bid work or work as a subcontractor on Laboratory property for a period of time as determined by the Laboratory. For example, two suspensions in one year and a poor safety record are grounds for disqualification (i.e., removal from active bid lists for construction). The contractor may require reinstatement after a one-year period. The contractor’s request must be in writing and contain the company’s corporate safety plan and an updated Argonne National Laboratory Contractor Safety Information Questionnaire (PFS-525).

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

The contractor and all lower tier subcontractors shall abide by the Drug-Free Workplace Act of 1986. Any performance or of this policy, and notify their employer of any drug statute convictions for a violation occurring in the workplace no later than five (5) days after such convictions. The contractor will notify the Laboratory within ten (10) days of receipt of the information from an affected employee.

Failure to provide such notification shall be reason for immediate discipline up to and including terminating the employee’s site access.

N. Contractor-Owned/Rented Tractors and Other Movable Structures
   These requirements apply only to movable structures owned or rented by contractors.

   • Contractor-owned movable structures must not be used as sleeping facilities, chemical laboratories, or computer data processing facilities. Placement inside Argonne buildings is prohibited.
   • Contractor structures must meet the anchoring requirements of ASCE 7/ANSI A58.1, Section 6, “Wind Loads.” For design purposes, the basic wind speed (as derived by University of California Research Laboratory, pub. 53526, rev. 1) is 80 mph. Expected return period is 2%.
   • Automatic detection systems are not required when the contractor-owned movable structures are located on private property and do not endanger Argonne or DOE employees.
   • Combustible walkways between contractor-owned structures, storage trailers, or concrete washers and Argonne structures (movable or permanent) are prohibited.

46. ENVIRONMENTAL PROTECTION (MAY 2001)

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

47. LIMITATIONS PERIOD (MAY 2001)

Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be identified in writing to the Laboratory Procurement Official. Such written notification must be received by the Laboratory Procurement Official within two 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.

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. The Laboratory may assign its rights in or under the contract to any governmental entity or agency, or any other entity as a consideration for the performance of the obligations of the Laboratory.

(b) The contractor shall submit a written list of the names of all subcontractors who will perform significant work on the contract to the Laboratory Procurement Official. Such written notification must be received by the Laboratory within ten (10) days after the effective date of this contract or in any event prior to engaging such subcontractors. The contractor shall not engage any subcontractor who does not have the necessary qualifications to perform the work. The Labor will not be responsible for any liability or damage by reason of, or in connection with, this subcontracting activity.

9. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

(a) Definitions.
   “Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101.

(b) “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(c) The Contractor shall incorporate, and its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

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(d) The Contractor shall incorporate, and its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

15
50. 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.

51. WARRANTY OF CONSTRUCTION (OCT 1999)

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

(b) This warranty shall continue for a period of one year from the date the Laboratory takes possession.

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

(1) The contractor's failure to conform to contract requirements; or
(2) A defect in equipment, material, or workmanship furnished.

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

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

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

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

(1) Observe all rules and regulations of the Laboratory.
(2) Promptly furnish additional security required to protect the Laboratory and persons at any time at the construction site.
(3) Enforce all warranties for the benefit of the Laboratory, if directed by the Laboratory.

(h) In the event the contractor's warranty under paragraph (b) of this clause has expired, the contractor shall:

(1) Deliver to the Laboratory all such materials that the contractor shall own at the time of the contractor's withdrawal from the work.
(2) Bring to the Laboratory all such materials that the contractor shall own at the time of the contractor's withdrawal from the work.

(i) If the contractor is directed by the Laboratory to perform any work under this contract, the contractor shall:

(1) Offer to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

52. BONDS AND INSURANCE (OCT 1999)

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

(b) Contracts exceeding $150,000 (Miller Act).

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

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

(2) Payment bonds.

(i) Unless the Laboratory Procurement Official makes a written determination supported by specific findings that a payment bond in this amount is impractical, the amount of the payment bond must be:

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

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

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

(1) 100 percent of the original contract price; and
(2) If the contract price increases, an additional amount equal to 100 percent of the increase.

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

(i) Increase the amount of the payment bond.
(2) Obtain an additional bond; or
(3) Obtain an additional alternative payment protection.

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

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

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53. ADDITIONAL BOND SECURITY (OCT 1999)

The contractor shall promptly furnish additional security required to protect the Laboratory and persons at any time at the construction site. For any contract at or near the site of the work under this contract, the contractor shall take all reasonable steps to ensure that the contractor's financial ability to perform the work is adequate.

54. ALL OTHER CONTRACTS (OCT 1999)

The Laboratory or the Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The contractor shall fully cooperate with the other contractors and with Laboratory or Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, providing any direction that may be provided by the Laboratory. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Laboratory or Government employees.

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

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

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

(A) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(B) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(C) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply incorporated directly into a construction material.

(b) The Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work.

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

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

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

"Domestic construction material" means an article, material, or supply brought to the construction site by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work.

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"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes all materials, supplies, and equipment furnished or produced by the Contractor or a Subcontractor for incorporation into the building or work.
56. GOVERNMENT/LABORATORY PROPERTY (OCT 1999)

(a) Laboratory-furnished property.

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

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

(ii) All or substantially all of the Contractor's operations at any one plant, or separate location at which there is a manufacturing, production, processing, or mining operation; and

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

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

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

(b) Changes in Laboratory-furnished property.

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

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

(i) Decrease or substitution in property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Request for determination of inapplicability of the Buy American Act.

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

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

(B) Unit of measure;

(C) Quantity;

(D) Time of delivery or availability;

(E) Location of the construction project;

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

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

(2) The Contracting Officer may accept a request for use of foreign construction material if satisfied that:

(i) The request is submitted in a timely manner;

(ii) The Contractor is not able to acquire equivalent domestic material; and

(iii) The cost of the foreign construction material is reasonable and meets the same standards of quality, workmanship, design, external characteristics, or other applicable criteria.

(d) Identification.

(1) Unless the Government determines that an exception to the Buy American Act applies, the Contractor shall include all delivery costs to the construction site and any applicable duty (whether or not a duty "United States" means the 50 States, the District of Columbia, and outlying areas.

(2) This requirement does not apply to information technology that is a commercial item or to the construction material or components listed by the Government as follows:

(a) Laboratory-furnished property.

(1) 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 Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent; and

(ii) The delivery or performance dates for this contract are based upon the expectation that the Contractor's managerial personnel, as used in paragraph (g) of this clause, 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.

(e) Request for determination of inapplicability of the Buy American Act.

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

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

(B) Unit of measure;

(C) Quantity;

(D) Time of delivery or availability;

(E) Location of the construction project;

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

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

(2) The Contracting Officer may accept a request for use of foreign construction material if satisfied that:

(i) The request is submitted in a timely manner;

(ii) The Contractor is not able to acquire equivalent domestic material; and

(iii) The cost of the foreign construction material is reasonable and meets the same standards of quality, workmanship, design, external characteristics, or other applicable criteria.

(f) Location of the construction project.

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

(g) Disposition.

(1) The Contractor shall make such disposition of Laboratory property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official may direct during the progress of the work or upon completion or termination of this contract. Such disposition shall be in accordance with applicable provisions of the Federal Property Management regulations (41 CFR Chapter 101), the Department of Energy Property Management Handbook (DOE-HDBK-1014); and other applicable regulations.

(2) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security of the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(h) Risk of Laboratory property.

(1) The Contractor shall be liable for the loss or destruction of, or damage to, Laboratory property unless such loss, destruction, or damage was caused by any of the following:

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

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

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

(2) If, after an initial review of the facts, the Laboratory Procurement Official informs the Contractor that the loss, destruction, or damage to the Laboratory property results from conduct falling within one of the categories set forth in subparagraph (a) above, the Contractor shall provide the Laboratory, upon request in writing, sufficient information to enable the Laboratory to show that the Contractor should not be required to compensate the Laboratory for the loss, destruction, or damage.

(3) In the event the Contractor is determined liable for the loss, destruction, or damage to Laboratory property in accordance with paragraph (g)(1) of this clause, the Contractor's compensation to the Laboratory shall be determined in accordance with subparagraph (g)(2) above.

(4) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property, or for service or repair of damaged property items. The value of repair or replacement costs shall not exceed the fair market value of the damaged property.

(5) For destroyed or lost property, the compensation shall be the fair market value of such property. If the market value of the property or such lost or destroyed property costs would be impracticable or inconsistent with the public interest, the contractor shall provide the Laboratory with a written description of such property and the laboratory shall determine the value of such property, consistent with all relevant facts and circumstances.

(6) For destroyed or lost property, the compensation shall be the fair market value of such property. If the market value of the property or such lost or destroyed property costs would be impracticable or inconsistent with the public interest, the contractor shall provide the Laboratory with a written description of such property and the laboratory shall determine the value of such property, consistent with all relevant facts and circumstances.

(7) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of risks of loss referred to in paragraph (g)(1) of this clause is not allowable.
(h) Steps to be taken in event of damage, destruction and loss.

In the event of any damage, destruction, or loss to Laboratory property in the possession or custody of the Contractor with a value above the threshold set out in the Contractor’s approved property management system, the Contractor shall:
(i) immediately inform the Laboratory Procurement Official of the occasion and extent thereof;
(ii) shall take all reasonable steps to protect the property remaining, and
(iii) shall repair or replace the lost or destroyed property in accordance with the written direction of the Laboratory Procurement Official. The Contractor shall take no action prejudicial to the right of the Laboratory to recover therefor, and shall furnish to the Laboratory, upon request, all reasonable assistance in obtaining recovery.

Laboratory property for Laboratory use only.

Laboratory property shall be used only for the performance of this contract.

Property Management.

(1) Property Management System.

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

(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 disposal;
(B) Employee personal responsibility and accountability for Laboratory-owned property;
(C) Full integration with the Contractor’s other administrative and financial systems; and
(D) Method for continuously improving property management practices through the identification of best practices established by “best in class” performers.

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

(2) Property Inventory.

(i) Unless otherwise directed by the Laboratory Procurement Official, the Contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Laboratory property.

(ii) In the event that the Contractor is succeeding another Contractor(s) in the performance of the work, and the predecessor contractor has not performed a current reconciliation of the property inventory with the predecessor contractor, the Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

57. SUSPENSION OF WORK (OCT 1999)

The Laboratory may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work for the period of time that the Laboratory determines appropriate for the convenience of the Laboratory.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Laboratory in the administration of this contract, or (2) by the Laboratory’s failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor, or for which an equitable adjustment is provided or is excluded under any other term or condition of this contract.

C A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor shall have been notified of the claim; (2) unless the claim results from the fault or negligence of the contractor; (3) unless the contractor either (a) satisfies the preceding requirements or (b) within a reasonable time after the termination of the suspension, delay, or interruption, notifies the laboratory of its intention to contest the same, in which event the contractor may be allowed an opportunity to be heard within 30 days of the notice; and (4) unless the contractor is entitled to be compensated for any temporary suspension, delay, or interruption.

Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification during any period that additional time is necessary.

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

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.330) 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 employee, the employee’s representative, the Labor Commissioner, or the Labor Commissioner’s designee of $500 per week for each week in which violation continues.

(c) Withholding of unpaid wages and liquidated damages. The Labor Commissioner or Labor Commissioner’s designee shall withhold from payments due under the contract sufficient funds required to satisfy any judgment against the Contractor or subcontractor for unpaid wages and liquidated damages, and amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Labor Commissioner or Labor Commissioner’s designee will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payroll and job site records.

(1) The Contractor and its subcontractors shall maintain payroll and basic record records for all laborers and mechanics working on the contract during the contract and shall make them available to the Labor Commissioner. The payroll records shall contain the name and address of each employee, social security number, labor classifications, hours worked daily and weekly, number of days worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5, which implements the Davis-Bacon Act. In addition, labor records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Laboratory Procurement Representative or Department of Labor to inspect the records.

Exception: The wage determination (including any additional classifications and wage rates which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(i) The work to be performed by the classification is not performed by a wage determination for the classification of work actually performed. Without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification during any period that additional time is necessary.

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

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

(iv) The Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, shall notify the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contactor or will notify the Contracting Official within the 30-day period that additional time is necessary.

The wage determination (including any additional classifications and wage rates contained under paragraph (c)(2) of the Davis-Bacon Act on behalf of laborers or mechanics which is considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (c)(2) of this clause; also, regular contributions made or paid for benefits for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover in part a weekly period, are deemed to be constructively made or incurred during such period.

Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification during any period that additional time is necessary.

The Contractor shall provide the contractor, or subcontractor that is responsible for performance of any such lower-tier subcontract, with the wage determination issued by the Administrator of the Wage and Hour Division for the performance of the contract.

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

59. DAVIS-BACON ACT (JULY 2005)

(a) Definition.—“Site of the work”—

(i) Primary site of the work. The physical place or places where the construction or reconstruction shall be completed.

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

(A) Located in the United States; and

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

(b) Procedure—

(i) All laborers and mechanics employed or working upon the site of the work shall be paid at least as much, and not less than is necessary to provide for a reasonable compensation for labor employed, including the fault or negligence of the contractor, or for which an equitable adjustment is provided—

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

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

(i) The work to be performed by the classification is not performed by a wage determination for the classification of work actually performed.

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

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

(iv) The Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, shall notify the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contactor or will notify the Contracting Official within the 30-day period that additional time is necessary.

The wage determination (including any additional classifications and wage rates contained under paragraph (c)(2) of the Davis-Bacon Act on behalf of laborers or mechanics which is considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (c)(2) of this clause; also, regular contributions made or paid for benefits for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover in part a weekly period, are deemed to be constructively made or incurred during such period.

Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification during any period that additional time is necessary.

The Contractor shall provide the contractor, or subcontractor that is responsible for performance of any such lower-tier subcontract, with the wage determination issued by the Administrator of the Wage and Hour Division for the performance of the contract.

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

The wage determination (including any additional classifications and wage rates contained under paragraph (c)(2) of the Davis-Bacon Act on behalf of laborers or mechanics which is considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (c)(2) of this clause; also, regular contributions made or paid for benefits for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover in part a weekly period, are deemed to be constructively made or incurred during such period.

Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification during any period that additional time is necessary.
in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide equivalent hourly rate in accordance with paragraph (a) of this clause.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborers or mechanics the amounts which have been reasonably, anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

60. DAVIS-BACON ACT – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

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

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

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

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

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

61. WHITOLDING OF FUNDS (FEB 1988)

(a) Withholding of funds. Withholding may be accomplished in accordance with paragraph (b)(1) of this clause, except that full social security numbers and home addresses shall be set out accurately and completely all of the information required to be maintained under paragraph (a)(1) of the FAR clause at 52.222-6, in the “site of the work” definition).

(b) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics, which is higher than the wage rate normally earned, without rebate, either directly or indirectly, and that no expenditures have been made either directly or indirectly from such wages earned, other than permissible deductions as set forth in the Regulations, and the physical place or places where the building or work will remain (paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, is deemed part of the site of the work); and the definition of prevailing rate for the work performed is also consistent with the definition of prevailing rate for the work actually performed.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representative of the Department of Labor or the Department of Labor to interview employees during working hours on the job, if the Contractor or subcontractor fails to submit such documents or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to determine the nonpayment of any further payment. Furthermore, failure to submit the required records on request or to make such records available may be grounds for default action pursuant to 29 CFR 5.12.

63. APPRENTICES AND TRAINEES (JULY 2006)

(a) Apprentices

(1) An apprentice will be permitted to work at least the predetermined rate for the work performed when employed as an apprentice.

(2) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by OATELS.

(b) Trainees

(1) As excepted in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to any prevailing wage rates (and the applicable wage determination for the work actually performed) for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(2) The Contractor or subcontractor fails to submit required records or to make them available, the prevailing wage rates for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(3) Apprenticeships are the only program approved by the Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than the ratio specified in the approved program.

(4) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(5) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. Trainees shall be paid per diem and other expenses incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the rates and wage rates prescribed in the apprenticeship programs.

CONTRACTORS

(b) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representative of the Department of Labor or the Department of Labor to interview employees during working hours on the job, if the Contractor or subcontractor fails to submit such documents or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to determine the nonpayment of any further payment. Furthermore, failure to submit the required records on request or to make such records available may be grounds for default action pursuant to 29 CFR 5.12.

64. COMPLIANCE WITH COPELAND 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.

65. SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

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

(1) Design, planning, engineering, or construction management, or any other planning or construction management function.

(2) Manufacturing or fabricating, or any other construction, fabrication, or related function.

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

(4) Transportation of materials and supplies between the site of the work and any other location.

(b) Notice to Covered Workers. [insert notice requirements].

(c) Training and Apprenticeship Programs. [insert notice requirements].

(d) Comprehensiveness. [insert notice requirements].

(e) Career Mobility. [insert notice requirements].

66. LABOR STANDARDS (JUL 2005)

(a) Notice to Covered Workers. [insert notice requirements].

(b) Training and Apprenticeship Programs. [insert notice requirements].

(c) Comprehensiveness. [insert notice requirements].

(d) Career Mobility. [insert notice requirements].
The Contractor or subcontractor shall insert in all subcontracts for construction, alterations and repairs within the United States the clauses entitled—

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

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

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

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

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

66. CONTRACT TERMINATION – DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Requirements, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR 5.12.

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

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 3, 5, and 7 are hereby incorporated by reference in this contract.

68. DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those 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.

69. CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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


70. APPROVAL OF WAGE RATES (OCT 1999)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed rates for corresponding classifications contained in the Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the contractor to any laborer or mechanic in excess of the agreed upon wage rate shall be at the expense of the contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the contractor is expected to make the employee whole for the time that the overtime was earned. If the contractor should reasonably be able to achieve in each construction trade in which it has employees in the geographical area where that work is actually performed. The contractor is expected to make substantial uniform progress toward its goals in each craft.

Whether the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the contractor has a collective bargaining agreement, to refer minorities or women shall excuse the contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

In order for the nonworking hours of apprentices and trainees to be counted in meeting the goals in subparagraphs (g)(1) through (g)(3), the contractor must have a commitment to employ the apprentices and trainees for the entire time they are training, as defined in employment opportunities. Opportunities must be trained pursuant to training programs approved by the U.S. Department of Labor.

The contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with this clause shall be based upon its effort to increase the representation of minorities and women in all aspects of on-the-job training, opportunity to advancement, and any other on-the-job opportunities. The contractor's records and personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(a) Provide written notice to minority and female recruitment sources and communities organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(b) Ensure that the contractor maintains a current file of the required job titles and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from union referral halls, or referred to the contractor by the union, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the contractor by the union or, if referred back, not employed by the contractor, this information shall be documented in the file, along with any additional action that the contractor may have taken.

(c) The contractor shall not rely on the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred back to the contractor a minority or woman sent by the contractor, or when the contractor has other information that the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.

(d) The contractor shall provide notice to the affirmative action programs and the contractor's employment needs, especially those programs funded or approved by the Department of Labor.

(e) The contractor shall provide notice to the affirmative action programs and the contractor's employment needs, especially those programs funded or approved by the Department of Labor.

(f) The contractor shall provide notice to the affirmative action programs and the contractor's employment needs, especially those programs funded or approved by the Department of Labor.

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

(a) Definitions

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

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

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

(4) “Eligible minority” as used in this clause, means —

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

(ii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, South Pacific, and the Indian subcontinent, and maintaining affiliations through community identification);

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

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

If the contractor, or a subcontractor in any tier, submits a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the Contractor must keep track of the goals for minority and female participation stated in the solicitation for this contract.

If the contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, the contractor may choose to comply with the affirmative action obligations on all work in the plan area (including goals) shall comply with the plan's goals and standards that have unions with whom the contractor has established for the geographical area where that work is actually performed. The contractor is expected to make substantial uniform progress toward its goals in each craft.

Whether the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the contractor has a collective bargaining agreement, to refer minorities or women shall excuse the contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

In order for the nonworking hours of apprentices and trainees to be counted in meeting the goals in subparagraphs (g)(1) through (g)(3), the contractor must have a commitment to employ the apprentices and trainees for the entire time they are training, as defined in employment opportunities. Opportunities must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

The evaluation of the contractor's compliance with this clause shall be based upon its effort to increase the representation of minorities and women in all aspects of on-the-job training, opportunity to advancement, and any other on-the-job opportunities. The contractor's records and personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(a) 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.

(b) Maintain a record of solicitations for subcontracts for minority and female subcontractors, and any other contractor associations and other business associations.

(5) The contractor shall, at least annually, of all of its subcontractors, to ensure its adherence to and performance under the contractor's equal employment policy and affirmative action obligations.

(b) The contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the contractor's affirmative action responsibilities as described in subparagraphs (g)(1) through (g)(3).

The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member may be counted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (g)(3) if the group's efforts include:

(i) Actively participates in the group;

(ii) 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 and, if required, the subcontractor’s, as directed, to take appropriate action as the Contracting Officer determines.

(b) The contractor shall not use goals or affirmative-action standards to discriminate against any
type of employee that is a minority (e.g., Asian Pacific American native American, and/or Hispanic) or a female.

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

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(1) 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
interest of the Contractor under the subcontracts terminated, in which case the
Government shall have the right to settle or to pay any termination settlement proposals
arising from the termination of all subcontracts, as provided in paragraph (g)(3) of this clause.

(2) The total of—

(i) The contract price for completed supplies or services accepted by the Government (or
interest of the Contractor under the subcontracts terminated, in which case the
Government shall have the right to settle or to pay any termination settlement proposals
arising from the termination of all subcontracts, as provided in paragraph (g)(3) of this clause.

(ii) If the contractor and the Contracting Officer fail to agree on the amount to be paid
under paragraph (g)(2)(i) of this clause, the contractor shall submit reports as may be required by the Laboratory or the Government; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the
Contracting Officer.

(g) If the Contracting Officer fails to agree upon the whole amount to be paid because of
the termination of work, the contractor shall submit a final settlement proposal to the
Contracting Officer in the form and with the certification prescribed by the Contracting Officer.

(h) If the Contractor and the Contracting Officer fail to agree on the amount to be paid
under paragraph (g)(2) of this clause, the Contractor shall submit a settlement proposal
under Executive Order 11246, as amended, or that the contractor directs.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect
on the date of this contract.

(l) Monitoring and reporting requirements of the Federal Acquisition Regulation for
contracts awarded under Executive Order 11246, as amended.

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

(n) Nothing contained herein shall be construed as a limitation upon the application of other laws
or regulations, or this clause, that the Government shall have the right to settle or to pay any termination settlement proposals
arising from the termination of all subcontracts, as provided in paragraph (g)(3) of this clause,
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)(2)(i) of this clause; and

(q) The contractor shall be responsible for the loss of any of the funds attributable to supplies or services paid for under paragraph (g)(3) of this clause.

(r) The contractor may request the Contracting Officer to sell, dispose of, or absorb the property acquired by the contractor from the Government.

(s) The contractor shall use its best efforts to sell, as directed or authorized by the Contracting Officer, any excess property included in the contract price.

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

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

(3) Keep records that shall at least include—

(a) A single goal for minorities and a separate single goal for women shall be established.

(b) The contractor shall immediately proceed with the following obligations, regardless of any delay in
the determination or adjusting any amounts due under this clause:

(i) The amount of any after-relieved Federal tax.

(ii) The amount of any after-imposed Federal tax.

(iii) A sum, as profit on subdivision (g)(2) of this clause, determined by the
Contracting Officer.

(j) A sum, as profit on subdivision (g)(2) of this clause, determined by the
Contracting Officer.

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

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things
acquired by or credited to the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(z) The contractor shall not enter into any subcontract with any person or firm debarred from
Government contracts under Executive Order 11246, as amended, or that the contractor directs.
If the Contractor and Contracting Officer fail to agree on the whole amount to be paid, substitute the following paragraph (g):

Paragraph (g) of this clause shall be construed as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of—

(i) The cost of this work;

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

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect as of the date of the termination, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract if it had been completed, the Contracting Officer shall allow no profit under this subdivision (g)(1)(i) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settling the work terminated, including—

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

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

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

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

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

(i) The cost of this work;

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

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect as of the date of the contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract if it had been completed, the Contracting Officer shall allow no profit under this subdivision (g)(1)(i) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

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

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

Alternate III (Sept 1996). If the contract is for construction and with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, substitute the following paragraph (g) of the basic clause:

(1) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of—

(i) The cost of this work;

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

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect as of the date of the contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract if it had been completed, the Contracting Officer shall allow no profit under this subdivision (g)(1)(i) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settling the work terminated, including—

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

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

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

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

Paragraph (m)(2) may be deleted from the basic clause if the Contracting officer determines that the requirements to pay interest on excess partial payments is inappropriate, delete paragraph (m)(2) of the basic clause.

(b) If the Contractor and Contracting Officer fail to agree in whole or in part on the amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay to the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) If the termination is for the convenience of the Government, include—

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

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

(iii) An amount for labor and material expenses computed as if they were incurred before the effective date of termination if they are reasonably incurred after the effective date of termination because of retention or other disposition of termination inventory, but without duplication of any items) of—

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

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

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

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

Paragraph (m)(2) may be deleted from the basic clause if the Contracting officer determines that the requirements to pay interest on excess partial payments is inappropriate, delete paragraph (m)(2) of the basic clause.

(b) If the Contractor and Contracting Officer fail to agree in whole or in part on the amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay to the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) If the termination is for the convenience of the Government, include—

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

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

(iii) An amount for labor and material expenses computed as if they were incurred before the effective date of termination if they are reasonably incurred after the effective date of termination because of retention or other disposition of termination inventory, but without duplication of any items) of—

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

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

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

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

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

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

74. DEFAULT (OCT 1999)

(a) If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the effective date of termination, unless extended in writing by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect as of the date of the contract, the Contractor, the government or 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 site necessary for completing the work. The contractor and its sureties shall be liable for any damages caused or incurred by the loss or damage to or from the government's property or loss in performance occasioned by any violation of this clause, including but not limited to the acts of God or of the public enemy, (ii) the acts of Government in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the government and any of its agencies except (a) quarantine restrictions, (b) strikes, (c) freight embargoes, (d) unusually severe weather, or (e) delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the contractor and the subcontractors or suppliers; and

(2) The contractor within 10 days from the beginning of any delay (unless extended by the Laboratory), notifies the Laboratory in writing of the causes of delay. The Laboratory shall ascertain the facts and the extent of delay. If, in the judgment of the Laboratory, the findings of fact warrant such action, the time for completing work shall be extended.

(c) If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Laboratory.

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

76. ANTI-KICKBACK PROCEDURES (OCT 2010)

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

(a) Definitions

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

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

(3) "Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States Government or any of its agencies, or subsidiaries, or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a transaction or contract relating to a prime contract.

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

(5) "Prime Contractor Employee," as used in this clause, means any officer, partner, employee, or agent of a prime contractor.
(6) “Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, service, or services of any kind under a prime contract, to which such prime contract or subcontract is a party, with such prime contract, and (2) includes any person who offers to furnish or furnish materials or services to the prime Contractor or a higher-tier Subcontractor.

(7) “Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnish materials, equipment, or services of any kind under a prime contract, to which such prime contract is a party, with such prime contract, and (2) includes any person who offers to furnish or furnish materials or services to the prime Contractor or a higher-tier Subcontractor.

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

The Anti-Kickback Act of 1986 (42 U.S.C. § 1320a-7b(b) (the Act), Prohibits any person from --

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

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

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

The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

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

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

The Contracting Officer may (I) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the prime Contractor withhold from awas owed a Subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(I) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(I) of this Clause. Incase, the prior Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under the contract which exceed $150,000.

76. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not purchase, directly or indirectly, goods, services, or technology of any kind from a person that is an OFAC’s List of Specially Designated Nationals and Blocked Persons at the time of the violation as a mitigating factor in determining whether an OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

77. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2008) – APPLICABLE TO CONTRACTS WHICH EXCEED $100,000

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract, under any other contract, arrangement, or cooperative agreement.

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

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

78. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2003)

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

(b) The contractor shall not insert, in any subcontract at all tiers, for subcontractors that perform work on behalf of DOE directly related to activities at DOE-owned or -leased sites.

The contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts with the Government or any person who offers or furnishes or who is to offer or furnish services of any kind under a prime contract.

79. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and all subcontracted work shall be subject to the whistleblower rights and remedies provisions in the pilot program for employee protection from retaliation for whistleblowing established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-289) and FAR 52.245-15.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.304 of the Federal Acquisition Regulation (FAR).

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

80. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

(1) “Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that, if the person does not enter into, perform, or continue in the performance of, any contract or transaction, that person or another person will suffer serious harm or physical restraint; and

(3) The abuse or threatened abuse of the legal process.

(2) “Sex trafficking” means a commercial sexual act induced by force, fraud, or coercion, with the consent of the victim, who is less than 18 years of age and has not attained 18 years of age at the time of the commercial sexual act.

(3) “Sex trafficking” includes a commercial sexual act with the consent of the victim, who is 18 years of age or older, with the consent being given under duress, or by force, fraud, or coercion.

(4) “Severe forms of trafficking in persons” means—

(1) Engaging in a commercial sexual act with the consent of a person less than 18 years of age,

(2) Engaging in forced labor or services, with the consent of a person less than 18 years of age,

(3) Engaging in forced labor or services, with the consent of a person who has not attained 18 years of age, ifOFAC’s List of Specially Designated Nationals and Blocked Persons at the time of the violation as a mitigating factor.

Severe forms of trafficking in persons includes—

(1) Engaging in a commercial sexual act with the consent of a person less than 18 years of age,

(2) Engaging in forced labor or services, with the consent of a person less than 18 years of age,

(3) Engaging in forced labor or services, with the consent of a person who has not attained 18 years of age, ifOFAC’s List of Specially Designated Nationals and Blocked Persons at the time of the violation as a mitigating factor.

Severe forms of trafficking in persons includes—

(1) Engaging in a commercial sexual act with the consent of a person less than 18 years of age,

(2) Engaging in forced labor or services, with the consent of a person less than 18 years of age,

(3) Engaging in forced labor or services, with the consent of a person who has not attained 18 years of age, ifOFAC’s List of Specially Designated Nationals and Blocked Persons at the time of the violation as a mitigating factor.

Severe forms of trafficking in persons includes—

(1) Engaging in a commercial sexual act with the consent of a person less than 18 years of age,

(2) Engaging in forced labor or services, with the consent of a person less than 18 years of age,

(3) Engaging in forced labor or services, with the consent of a person who has not attained 18 years of age, ifOFAC’s List of Specially Designated Nationals and Blocked Persons at the time of the violation as a mitigating factor.

Severe forms of trafficking in persons includes—

(1) Engaging in a commercial sexual act with the consent of a person less than 18 years of age,

(2) Engaging in forced labor or services, with the consent of a person less than 18 years of age,

(3) Engaging in forced labor or services, with the consent of a person who has not attained 18 years of age, ifOFAC’s List of Specially Designated Nationals and Blocked Persons at the time of the violation as a mitigating factor.

Severe forms of trafficking in persons includes—

(1) Engaging in a commercial sexual act with the consent of a person less than 18 years of age,

(2) Engaging in forced labor or services, with the consent of a person less than 18 years of age,
“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee working in that capacity, not to be funded by, or not furnished in cooperation with the Federal Government.

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

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

(a) Financial assistance by a State, the District of Columbia, or any other Indian organization eligible to receive Federal contracts.

(b) Cooperative agreements, or loan from an agency, with only respect to expenditures made by such Indian organization that are supported by the cooperative agreement or loan.

(c) Penalties.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Registrants and Activities, a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrants, including the individuals performing the services).

(2) The Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

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

82. ACCOUNTS, RECORDS, AND INSPECTION (DEC 2018)

a. Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting all allowable costs incurred, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and unrestated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor or subcontractors under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

b. Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designee in accordance with the provisions of Clause, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.

c. Audit of subcontractors’ records. The Contractor also agrees, with respect to any subcontractors (including fixed-price or unit-price subcontractors or purchase orders) to which any part of the work of the Contractor is assigned, to afford DOE the same access to any books of account, records, documents, and other evidence that are required to be maintained by the Contractor as defined above.

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

Site Access. Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted in Form ANL-593, Non-U.S. citizen access requests form, on site 30 days or less, or assigned (all site more than 30 days or 12-month period, must be submitted in Form ANL-593, Non-U.S. citizen access requests form). Any request for access to a non-U.S. national by an Argonne National Laboratory employee who is not a U.S. citizen must be supported by the Argonne National Laboratory’s specific security plan. Approval by the Laboratory Director or his designee is required for each visit or assignment. Form ANL-593 should be submitted as far in advance as possible (a minimum of 30 days), for a specific number of days (7 days for a non-U.S. citizen assignment or visit or sensitive visit).

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or access to a security area of the Laboratory or access to a sensitive subject, at least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews have been completed. A request for access to a non-U.S. national to work on a covered Federal contract or on any other activity may be denied at the sole discretion of DOE.

For assistance in preparing a request, contact the Argonne Technical Information associated with your Laboratory, Activity Department.

Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file, or timely file, a disclosure to be filed in accordance with paragraph (d) of this clause shall be subject to civil penalties as provided by 31 U.S.C. 1351. An imposition of a civil penalty does not prevent the Government from seeking any other remedy which may be applicable.

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

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

Subcontracts. The Contractor shall:

(1) The Contractor shall obtain a decloration, including the certification and disclosure information, from each subcontractor or sub-subcontractor under this contract.

(2) A copy of each subcontract disclosure form (but not certifications) shall be forwarded from tier to tier through the contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor's disclosure must be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.
The requirement is to be flowed-down to all subcontractors at any tier.

84. EXPORT LICENSE AGREEMENT (AUG 2002)

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

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

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

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

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if an export license is required prior to export. To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to your trip, presentations and discussions must be limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

86. VEHICLE LIABILITY INSURANCE COVERAGE (MAY 2001)

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

87. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSENGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause—

“Driving”—

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

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

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

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

(c) The Contractor is encouraged to—

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

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

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

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

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

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

(iii) Establish internal monitoring policies and procedures to ensure compliance with the policies.

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

88. INTEGRATION CLAUSE (MAY 2001)

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

89. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

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

2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)
# HEADMARK LIST

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

<table>
<thead>
<tr>
<th>Mark</th>
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<th>Grade 8</th>
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<tr>
<td>J</td>
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<td>Kosaka Kogyo (JP)</td>
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## GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
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<tr>
<td>M</td>
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<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
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<tr>
<td>Hollow</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
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<tr>
<td>E</td>
<td>Daiei (JP)</td>
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<td>Unyrite (JP)</td>
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## GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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<td>Kosaka Kogyo (JP)</td>
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<td>A325 KS</td>
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</tr>
<tr>
<td>3</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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

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

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

Policy:

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

DOE Contractors:

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

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

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

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

Employees:

DOE contractor employees have the right to:

1. accompany DOE worker protection personnel during workplace inspections;
2. participate in the activities provided for in DOE O 440.1A, Attachment 2, an official time;
3. express concerns related to workplace safety;
4. decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an unreasonable 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 exposed to hazardous materials; and
8. receive results of inspections and accident investigations upon request.

Inspections:

All activities under this contract are subject to inspection by DOE. When an inspection under DOE O 440.1A is conducted, a contractor management representative and a representative authorized by the employees will be given an opportunity to accompany the DOE inspector. Where there is no representative authorized by the employees, the DOE inspector will consult with a reasonable number of employees concerning safety and health conditions in the workplace.

Concerns:

Employees or former employees may file a concern with the contractor management or with the local DOE office, as described in DOE O 442.1A. Concerns may be submitted either verbally or by calling the local DOE office employee concerns hotline, telephone 309-761-9966, or in writing. An example report form is available adjacent to each hotline poster, or one may be obtained from the Employee Concerns Manager at the local DOE office.

Imminent Danger:

DOE Contractors are required to implement procedures to allow workers, through their supervisors, to stop work when they discover employee exposures to imminent danger conditions or other serious hazards. The procedure shall ensure that any stop work authority is exercised in a justifiable and reasonable 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 Act, 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 700.

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
9000 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 (DEAR), Subpart 970.23 and DOE O 440.1A, to permit employees working in or frequenting any portion of the plant to observe a copy on the way to or from their workplace.