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

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

2. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
(a) Applicability. This clause applies to all contracts (except for commercial items) in excess of $500,000.
(b) Definition. “Eligible employee” means a current or former employee of a contractor or subcontractor employed in a Department of Energy Defense (1) whose employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor workforce restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

3. COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or otherwise recover, the full amount of the contingent fee.
(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
(c) “Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

4. EQUAL OPPORTUNITY (MAR 2007)
(a) Definition. “United States,” as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

5. EMPLOYMENT REPORTS VETERANS (JUL 2014)
(a) Definitions. As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “active duty wartime or campaign badge veteran,” and “recently separated veteran,” have the meanings given at FAR 21.1202. Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, (1) the total number of employees in the contractor’s workforce, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; (2) the total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge 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.

6. EQUAL OPPORTUNITY FOR VETERANS (JULY 2014)
(a) Definitions. As used in this clause—

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal employment opportunity to which the Contractor is subject.

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

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

(APPROVES TO CONTRACTS EQUAL TO OR GREATER THAN $10,000)
Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), as well as the regulations and orders of the Secretary of Labor. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA, the procedure for filing complaints, and the rights of employees and employers to engage in protected concerted activity.

(a) An example of such a notice is available in electronic form, as prescribed at 29 CFR 1:201.
(b) Obtaining Copies of the Notice of Employee Rights

The Office of Federal Contract Compliance Programs (OFCCP) (www.ofccp.gov) is the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the prescribed employee notice conspicuously in the work area where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically.

Executive Order 13496 Notice of Employee Rights, in Adobe Reader (pdf) format, can be downloaded from: https://www.dol.gov/ofclm/reg/compliance/EmployeeRightsPoster11x17.pdf. If you are not able to download the notice, or if you seek a hard copy of the notice, you can send a request to: Office of Federal Contract Compliance Programs, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123. Contractors may also reproduce and use exact duplicate copies of the official notice.

• Notice of Employee Rights Under Federal Labor Laws – 11x17-inch one-page format (PDF)
• Notice of Employee Rights Under Federal Labor Laws – 11x5.8-inch two-page format (PDF)

8. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2001)

Applies To Contracts That Exceed $10,000 In Value

(a) Upon execution of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 1:201.

(b) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract. The Contractor shall also customarily post any notice received from employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the notice. The link to the Department of Labor's Web site is: http://www.dol.gov/esa/esa/notice/notice104.html. Further, the Contractor shall be provided a copy of any notice received from employees concerning the National Labor Relations Board under the NLRA, as well as all correspondence from employees covered by the NLRA.

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

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

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or detained in accordance with 29 CFR 4:71.14, and, subject to the terms of the contract, may be referred to a suspension or debarment official.
11. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 67-451(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall be responsible for compliance with the terms of the Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

12. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
This clause applies to all subcontracts with a value in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.
(a) General.
(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. It is the Contractor's good faith effort to assure that qualified individuals with disabilities are employed in all employment principal activities such as:
(i) Recruitment, advertising, and job application procedures;
(ii) Hiring, upgrading, promotion, transfer, layoff, termination, right of return from layoff, and rehiring;
(iii) Rates of pay or any other form of compensation and changes in compensation;
(iv) Job assignments, job classifications, organizational positions, seniority lists, lines of progression, and seniority lists;
(v) Leaves of absence, sick leave, or any other leave;
(vi) Access to and use of facilities; and
(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection and assignment of quotas of tests.
(2) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or employee to a position requiring a DOE access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those:
(a) Governing the processing and privacy of an individual's information, such as the Health Insurance Portability and Accountability Act, and prohibiting discrimination in employment, such as under the ADA, Title VII, and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
(b) In addition to a review, each candidate for a DOE access authorization must be tested to exclude the presence of any illegal drug, as defined in 10 CFR Part 707.4.
(c) All positions requiring access authorizations are deemed designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to random, or for cause testing. Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization or an individual whose federal background investigation was conducted prior to DOE Access to Classified Information (August 4, 1995). Security and Industry Affairs (SIA) and DOE Comptroller's Office to annually review and evaluate the list of access authorizations until an access authorization has been granted.
(d) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant DOE Security Office:
(i) The results of the test for illegal drugs.
(ii) A copy of the contract or subcontract under which the individual will be involved, or applicable Federal, State, or local laws, regulations, or Executive Orders, including those:
(a) Governing the processing and privacy of an individual's information, such as the Health Insurance Portability and Accountability Act, and prohibiting discrimination in employment, such as under the ADA, Title VII, and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability-related questioning.
(b) All positions requiring access authorizations are deemed designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to random, or for cause testing. Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization or an individual whose federal background investigation was conducted prior to DOE Access to Classified Information (August 4, 1995). Security and Industry Affairs (SIA) and DOE Comptroller's Office to annually review and evaluate the list of access authorizations until an access authorization has been granted.
(c) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant DOE Security Office:
(i) The results of the test for illegal drugs.
(ii) A copy of the contract or subcontract under which the individual will be involved, or applicable Federal, State, or local laws, regulations, or Executive Orders, including those:
(a) Governing the processing and privacy of an individual's information, such as the Health Insurance Portability and Accountability Act, and prohibiting discrimination in employment, such as under the ADA, Title VII, and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability-related questioning.
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(c) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant DOE Security Office:
(i) The results of the test for illegal drugs.
(ii) A copy of the contract or subcontract under which the individual will be involved, or applicable Federal, State, or local laws, regulations, or Executive Orders, including those:
(a) Governing the processing and privacy of an individual's information, such as the Health Insurance Portability and Accountability Act, and prohibiting discrimination in employment, such as under the ADA, Title VII, and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability-related questioning.
(b) All positions requiring access authorizations are deemed designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to random, or for cause testing. Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization or an individual whose federal background investigation was conducted prior to DOE Access to Classified Information (August 4, 1995). Security and Industry Affairs (SIA) and DOE Comptroller's Office to annually review and evaluate the list of access authorizations until an access authorization has been granted.
(c) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant DOE Security Office:
(i) The results of the test for illegal drugs.
(ii) A copy of the contract or subcontract under which the individual will be involved, or applicable Federal, State, or local laws, regulations, or Executive Orders, including those:
(a) Governing the processing and privacy of an individual's information, such as the Health Insurance Portability and Accountability Act, and prohibiting discrimination in employment, such as under the ADA, Title VII, and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability-related questioning.
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(c) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant DOE Security Office:
(i) The results of the test for illegal drugs.
(ii) A copy of the contract or subcontract under which the individual will be involved, or applicable Federal, State, or local laws, regulations, or Executive Orders, including those:
(a) Governing the processing and privacy of an individual's information, such as the Health Insurance Portability and Accountability Act, and prohibiting discrimination in employment, such as under the ADA, Title VII, and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability-related questioning.
(b) All positions requiring access authorizations are deemed designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to random, or for cause testing. Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization or an individual whose federal background investigation was conducted prior to DOE Access to Classified Information (August 4, 1995). Security and Industry Affairs (SIA) and DOE Comptroller's Office to annually review and evaluate the list of access authorizations until an access authorization has been granted.
presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the Contractor shall be required to obtain access authorizations. Additionally, the Contractor must require such Subcontractors to have 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 term "Contract" shall mean subcontract.

15. 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 the classification and declassification of information, documents, or materials. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium or the recordation thereof; and "classification" means to classify information. DOE shall review all proposals to declassify. DOE shall determine whether it contains classified information prior to dissemination. For information which is classified under a subpart 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 term "Contract" shall mean subcontract.

The contractor or subcontractor shall provide notice of the existence of such requirements to and shall inform the appropriate DOE contract or facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor 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.

16. CLEAN AIR AND WATER (APR 1984)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, the Contractor shall be deemed to be in compliance with the requirements in section 707 of the Water Act if it complies with all requirements in 40 CFR 411 which are not contained in the Water Act.

(d) "Clean Air Act," 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 the Environmental Protection Agency for a State under an approved program, as applicable and as required under the Act of 1972 (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act.

(e) "Clean Air 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 the Environmental Protection Agency for a State under an approved program, as applicable and as required under the Act of 1972 (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act.

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

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

(a) Definition. As used in this clause—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use;

(ii) Meets Department of Energy and Environmental Protection Agency criteria for use;

(iii) Meets Department of Energy and Environmental Protection Agency criteria for use;

(iv) Meets Department of Energy and Environmental Protection Agency criteria for use;

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency for a State under an approved program, as applicable and as required under the Act of 1972 (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:

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

(2) The Contractor is required to perform work under a contract containing an energy-consuming product or FEMP.

(d) Otherwise approved by the Contracting Officer.

(e) Information about these products is available from—

(1) The ENERGY STAR Program and FEMP at http://www.energystar.gov/;

(2) FEMP at http://www.epa.gov/energy/femp procurement requirements.html.

18. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(b) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as required under 40 CFR 372.27.

(c) The Contractor shall report any information that is required to be contained in an annual Form R throughout the life of the contract.

(d) A Contractor-owned or -operated facility shall be deemed to be in compliance with the performance of this contract is exempt from the requirement to file an annual Form R if—

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

(2) The facility does not have 10 or more full-time employees as specified in 40 CFR 372.65;

(3) The facility does not meet the reporting requirements of Toxic Chemicals established under section 313 of 40 CFR 372.27, (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6007 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13110).

(e) The Contractor shall provide an annual Form R to the Contracting Officer. The Contractor shall notify the Contracting Officer of any changes in the performance of this contract which are not listed in the ENERGY STAR Program or FEMP.

(f) The Contractor shall include in any annual Form R that is filed with the Contracting Officer any toxic chemicals identified by the Contractor as being emitted by the facility during the prior calendar year during which the facility becomes eligible.

(g) The Contractor shall include in any annual Form R that is filed with the Contracting Officer any toxic chemicals identified by the Contractor as being emitted by the facility during the prior calendar year during which the facility becomes eligible.
19. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, “days prior to the delivery of, or prior to the servicing required by this contract or of 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 requiring licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. 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 isolate, the manufacturer of the material, the date and any other information which a person familiar with the use and handling of radioactive materials shall require to permit the Contractor to give users of the items on notice as to the hazards involved (OMB No. 0000-10177).

* The Laboratory Procurement Representative or designee shall insert 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 23.0104.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material in the item, the notice for prior notification required by this contract or prior contracts, the Contractor may request 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 as follows;

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

(c) All items, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries and all containers shall have the following information:

(1) The Authorized Laboratory Procurement Official, and

(2) Evided to, or for the account of a foreign nation in connection with which the United States

(d) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers for U.S. Government-financed international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

(End of Statement)

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.


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

(1) Acquired for a Government agency account;

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

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

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

(b) The contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such equipment, materials, or commodities are available and suitable for use by privately owned U.S.-flag commercial vessels.

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

(i) The Authorized Laboratory Procurement Official, and

(ii) The Office of Contracts Management, Maritime Administration, Office of Commercial Operations, 400 Seventh Street, SW, Washington DC 20590

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

22. 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.

23. SMALL BUSINESS SUBCONTRACTING CONTRACT (JAN 2011)

This clause does not apply to small business concerns.

a. Definitions. As used in this clause

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kena, Jene, Silka, and Koolak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 etseq.), 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(c). This definition also includes Indian-owned economic enterprises that meet the requirement in (25 U.S.C. 1452(c).

"Indian commercial item" 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 and is considered a master plan and is required by law or treaty.

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

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kena, Jene, Silka, and Koolak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 etseq.), 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(c). This definition also includes Indian-owned economic enterprises that meet the requirement in (25 U.S.C. 1452(c)."

"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 and is considered a master plan and is required by law or treaty.

"Subcontract" means a subcontracting plan that contains all the required elements of an individual contract plan and is considered a master plan and is required by law or treaty.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kena, Jene, Silka, and Koolak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 etseq.), 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(c). This definition also includes Indian-owned economic enterprises that meet the requirement in (25 U.S.C. 1452(c)."

"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.

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"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 and is considered a master plan and is required by law or treaty.

"Subcontract" means a subcontracting plan that contains all the required elements of an individual contract plan and is considered a master plan and is required by law or treaty.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kena, Jene, Silka, and Koolak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 etseq.), 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(c). This definition also includes Indian-owned economic enterprises that meet the requirement in (25 U.S.C. 1452(c)."

"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 and is considered a master plan and is required by law or treaty.

"Subcontract" means a subcontracting plan that contains all the required elements of an individual contract plan and is considered a master plan and is required by law or treaty.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kena, Jene, Silka, and Koolak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 etseq.), 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(c). This definition also includes Indian-owned economic enterprises that meet the requirement in (25 U.S.C. 1452(c)."

"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.
1. The master plan has been approved; b. Monitoring performance to evaluate compliance with the program’s goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
   i. Small business concerns (including ANC and Indian tribes);
   ii. Veteran-owned small business concerns;
   iii. Service-disabled veteran-owned small business concerns;
   iv. HUBZone small business concerns;
   v. Small disadvantaged business concerns;
   v. Women-owned small business concerns.
2. The name of the individual employed by the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual.
3. 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 equitable opportunity to compete for subcontracts.
4. Assurances that the offers will take steps to ensure that the contract is not a utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) to receive subcontracts in excess of $300,000 (15% million for contracts involving any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
5. Assurances that the offeror will—
   i. Cooperate in any studies or surveys as may be required;
   ii. Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
   iii. Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR). The reports shall provide information on subcontract awards 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 small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
25. Include the substance of this clause, including this paragraph (c), in all subcontracts with small areas.

2. Included in these reports with the exception of subcontracts under a contract awarded by the business or small disadvantaged business credit from an ANC or Indian tribe. Only immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier commercial items.

1. The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to document the contractor’s knowledge of the reasons for the subcontractor being cited in SAM.

2. The contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

3. The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to document the contractor’s knowledge of the reasons for the subcontractor being cited in SAM.

4. The contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

26. 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 the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any executive agency, 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.

27. REPORTS (OCT 1997)

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

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 43.04, on the date of agreement on price or the date of award, whichever is later, or before furnishing certified cost or pricing data at FAR 43.04, the contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 43.04, on the date of agreement on price or the date of award, whichever is later, or before furnishing certified cost or pricing data at FAR 43.04, the contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) 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.

(d) The contractor agrees to insert the substance of this clause, including this paragraph (d), 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 its timely performance is delayed or threatened by delay by any executive agency, 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.

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 price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 43.04, 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 43.04, on the date of agreement on price or the date of award, whichever is later, or before furnishing certified cost or pricing data at FAR 43.04, the contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 43.04, on the date of agreement on price or the date of award, whichever is later, or before furnishing certified cost or pricing data at FAR 43.04, the contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(d) The contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(e) The contractor shall require the subcontractor to certify that it is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

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

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

(b) The contractor shall require each subcontractor providing a commercially available off-the-shelf item, to document the contractor’s knowledge of the reasons for the subcontractor being cited in SAM.

(c) The contractor shall require each subcontractor providing a commercially available off-the-shelf item, to document the contractor’s knowledge of the reasons for the subcontractor being cited in SAM.

(d) The contractor shall require each subcontractor providing a commercially available off-the-shelf item, to document the contractor’s knowledge of the reasons for the subcontractor being cited in SAM.

(e) The contractor shall require each subcontractor providing a commercially available off-the-shelf item, to document the contractor’s knowledge of the reasons for the subcontractor being cited in SAM.
(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished any data that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the true (c) Any reduction in the contract price under paragraph (a) of this clause due to defective data (i) If the Contractor or subcontractor was a sole source supplier or otherwise was in a subcontractor shall be of like effect as if shown or mentioned in both. In case of difference between such effect of such data at the time such overpayment is repaid—

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 like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in drawings, or in the specifications, the matter shall be promptly submitted to the Laboratory, which shall promptly make a determination in writing. Any adjustment by the contractor without such a determination shall be at its own risk and expense. The Laboratory shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

31. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2013)

This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the amount of a contract price reduction as specified in FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-4 applies.

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

(c) The Contractor or subcontractor shall submit a Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under paragraph (b) 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 even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) 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 have been reduced accordingly and the contract shall be modified to reflect the true price or cost reduction.

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

(e) If any reduction in the contract price under this clause reduces the price of items for which payment had been made prior to the effective date of the reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

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

(B) 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 increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data;

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

32. 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 like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in drawings, or in the specifications, the matter shall be promptly submitted to the Laboratory, which shall promptly make a determination in writing. Any adjustment by the contractor without such a determination shall be at its own risk and expense. The Laboratory shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words “directed,” “required,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the reference therein is to drawings or specifications. Wherever in the specifications or upon the drawings the words “approved,” “acceptable,” or words of like import shall mean “approved by,” or “acceptable to,” or “satisfactory to” the Laboratory, unless otherwise expressly stated.

(c) Any information, drawing, or specification furnished by the contractor to explain in detail specific portions of the work required by the contract. The Laboratory may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(d) If this contract requires shop drawings, the contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall submit an approval of the drawings to the Laboratory for review. Shop drawings submitted to the Laboratory without evidence of the contractor’s approval may be returned for revision. The Laboratory’s approval of the shop drawings and if not approved as submitted shall indicate the Laboratory’s reasons therefore. Any work done before such approval shall be at the contractor’s risk. Approval by the Laboratory shall not relieve the contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (b) above.

(e) 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 any such variation, the Laboratory shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(f) The contractor shall submit to the Laboratory for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. These drawings must be submitted in the form of the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, floods, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The contractor shall do the following: (1) make a satisfactory site visit to the site, and take the actions described and acknowledged in this paragraph will not relieve the contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for failing to properly prepare the drawings and specifications. Any such variation made and approved by the Laboratory will be considered as an additional part of this contract.

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

(a) The contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work. The contractor shall incorporate into the contract as of the date of the contract and of the labor, water, electric power, and roads; (3) uncertainties of weather, river stages, floods, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The contractor shall do the following: (1) make a satisfactory site visit to the site, and take the actions described and acknowledged in this paragraph will not relieve the contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for failing to properly prepare the drawings and specifications. Any such variation made and approved by the Laboratory will be considered as an additional part of this contract.

(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 assume responsibility for any understanding reached or representation made concerning conditions which the contractor has investigated or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

34. DIFFERING SITE CONDITIONS (OCT 1999)

(a) The contractor shall promptly, and before the conditions are disturbed, give a written notice to the Laboratory of (1) subsurface or lateral physical conditions at the site which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
35. **PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, sanitation, and housing facilities prohibited by law, executive directive or any in fact segregated on the basis of race, color, religion, sex, or national origin, including written or oral prohibitions. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas 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 at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where such segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity Clause of this contract.

(c) The contractor will 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 contractor must assert its right to an adjustment under this clause within 30 days after the notice under paragraph (b) of this clause.

(b) The contractor shall include this clause in every subcontract and purchase order that is subject to the equal opportunity clause of this contract.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be regarded as establishing a standard of quality or performance.

(d) If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not such increase or decrease is encompassed by the terms of this contract, the contractor shall make an equitable adjustment for such change. The contractor shall submit a written notice to the Contracting Officer when it determines that a change has occurred that will result in an increase or decrease in the cost of the work under this contract.

37. **SUPERINTENDENCE BY THE CONTRACTOR (OCT 1999)**

(a) Before work begins, the contractor shall include in every subcontract and purchase order that is subject to the equal opportunity clause of this contract.

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

38. **MATERIAL AND WORKSHIP (MAR 2003)**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided for in this contract. To the maximum extent practicable, the contractor shall purchase standard products in the performance of this contract. The EPA Comprehensive Procurement Guidelines identifies products that use recycled material pursuant to 40 CFR 247. The contractor shall follow this requirement down to its lowest tiered subcontractors. In the event a contractor or subcontractor is unable to procure such products because the product is not available within a reasonable time at a reasonable price, or both, within the defined specifications, the contractor shall notify the Laboratory Technical Representative. The Laboratory may substitute another supplier or product that is functionally equivalent to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The contractor shall obtain the Laboratory’s approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the contractor shall furnish to the Laboratory the name of the manufacturer, the model number and other information concerning the performance, capacity, safety, and reliability of such equipment. The Laboratory shall so inform the contractor if the machinery or equipment specified is not satisfactory. The contractor shall also obtain the Laboratory’s approval of the materials or articles which the contractor or subcontractor shall incorporate into the work. When requesting approval, the contractor shall provide full information concerning the material or article.

39. **PAYMENTS (FEB 2004)**

(a) The Laboratory shall pay the contractor the contract price as provided in this contract.
unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

The contractor shall, without charge, replace or correct work found by the Laboratory not to conform to contract requirements, unless in the public interest the Laboratory consents to accept the work with an appropriate adjustment in contract price. The contractor shall not be deemed to have rejected or terminated any work unless such rejection or termination is set forth in writing from the Laboratory.

(3) If the contractor does not promptly replace or correct rejected work, the Laboratory may (1) by contract and all necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The contractor shall be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

USE AND POSSESSION PRIOR TO COMPLETION (OCT 1999)

(a) The Laboratory shall have the right to take possession of or use, notwithstanding the terms of the clause in this contract entitled "Permits and other applicable requirements of the Code of Federal Regulations (CFR), Energy, Part 851, Worker Safety and Health Program (WSPH), which invokes Title 29 CFR, OSHA, if the Work is limited to Parts 1910 and 1926. Title 40 CFR, Protection of Environment; Title 29 CFR, OSHA. Subcontractors to Argonne National Laboratory are subsequently required to comply with all applicable environment, safety and health (ES&H) regulations and codes, and regulations applicable to the performance of the work. The contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

USE AND POSSESSION PRIOR TO COMPLETION (OCT 1999)

(a) The Laboratory shall have the right to take possession of the work for the purpose of determining compliance with the contract. If, in the opinion of the Laboratory, the contractor fails to meet contract requirements, the Laboratory shall have the right to take possession of the work and to correct any deficiencies in compliance with the contract. The contractor shall have the right to inspect the work at any time 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 written request from the Laboratory shall promptly furnish, including but not limited to Parts 1910 and 1926. Title 40 CFR, Protection of Environment; Title 29 CFR, OSHA. Subcontractors to Argonne National Laboratory are subsequently required to comply with all applicable environment, safety and health (ES&H) regulations and codes, and regulations applicable to the performance of the work. The contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(c) The contractor shall be entitled to the full and exclusive use of the work for the purpose of determining compliance with the contract. If, in the opinion of the Laboratory, the contractor fails to meet contract requirements, the Laboratory shall have the right to take possession of the work and to correct any deficiencies in compliance with the contract. The contractor shall have the right to inspect the work at any time 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.

(d) The contractor shall be entitled to the full and exclusive use of the work for the purpose of determining compliance with the contract. If, in the opinion of the Laboratory, the contractor fails to meet contract requirements, the Laboratory shall have the right to take possession of the work and to correct any deficiencies in compliance with the contract. The contractor shall have the right to inspect the work at any time 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.

(e) The contractor shall be entitled to the full and exclusive use of the work for the purpose of determining compliance with the contract. If, in the opinion of the Laboratory, the contractor fails to meet contract requirements, the Laboratory shall have the right to take possession of the work and to correct any deficiencies in compliance with the contract. The contractor shall have the right to inspect the work at any time 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.

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The contractor is responsible for approving its subcontractors' corporate safety plan(s), which must comply with the requirements of this contract prior to commencement of work on site, and ensuring compliance during performance of the work.

If the contractor has an approved corporate safety plan on file with the Laboratory, revisions necessary to address new work shall be submitted, reviewed, and approved prior to commencing new work.

The contractor shall submit the names and qualifications of the ES&H Representative and alternates to the Laboratory for approval prior to assignment of duties. The Laboratory will review and must approve the above submittals prior to the start of work.

All coring and penetrating equipment shall be properly grounded.

Radioactive sources or x-ray equipment on site must be approved 48 hours in advance.

An open flame permit must be issued by the Laboratory Fire Inspector. An open flame shall be performed without the required permits.

All MSDSs must be submitted as part of the Construction Job Safety Analysis.

All pressure vessel certificates per 29 CFR 1926.29 must be submitted and approved prior to use.

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

G.

Equipment and Tool Inspection

1. Equipment inspection and documentation required by 29 CFR 1926. Subparagraph B.2 alternates, for approved equipment shall be performed by the Laboratory. This includes, but is not limited to, personnel lifts, augers, suspended scaffolds, winches, spreader beams, and lifting devices. Additional documentation as required by 29 CFR 1926 Subpart CC Cranes and Derricks in Construction shall also be with the appropriate equipment.

2. As dictated by the scope of work and the mitigating actions necessary to address specific hazards, additional hazard specific plans or permits may be required.

Examples of these include, but are not limited to:

- Open Flame Permit
- Energized Electrical Work Permit
- Respiratory Protection
- Confined Space Entry Permit
- Asbestos Abatement Permit
- Work Entry Permit
- Dig Permit
- Coring Checklist
- Fall Protection Plan
- Hostig and Rigging Plan

3. If the contractor intends to administer first aid or Cardio Pulmonary Resuscitation (CPR), the contractor must comply with 29 CFR 1926, and supply a list of the names of employees who will administer first aid or CPR, along with current certification. This list must be part of the Contractor Safety Analysis.

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

5. Subcontractor certificates per 29 CFR 1926.29 must be submitted and approved prior to use.

6. Documentation of employee training and/or proof of proficiency required by OSHA and this contract shall be submitted for approval prior to work. Examples include CPR certifications, confined space training, respirator training, competent persons for explosion and forklift training for explosion, electrical work, appropriate asbestos abatement training, and fall protection training.

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

E. Contractor ES&H Representative

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-209C. It must identify foreseeable hazards and planned protective measures, address further hazards revealed by supplemental site information (e.g., site characterization data, as-built drawings) provided by Argonne, provide drawings and other documentation of protective measures for which applicable OSHA standards require preparation by a P.E. or other qualified professional; and, identify competent persons required for workplace inspections of the construction activity, where required by OSHA standards. Safety Data Sheets (SDSs) for all chemicals used or brought on site are to be submitted as part of this analysis. (A sample JSA form was provided in the solicitation documents.)

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

3. The contractor's ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor employees prior to starting their work. The orientation, as minimum, shall include a review of the JSA, all related permits and plans, and a review of the emergency numbers, egress routes and assembly points. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. The signature list shall be maintained on the job site throughout the duration of the contract. The subjects to be covered by the orientation are listed in the solicitation documents.

4. The Job Safety Analysis must be formally revised to incorporate changes as required by modifications in work scope since the JSA was approved. The revisions must be approved prior to the activity taking place. All employees affected by any revisions to the approved JSA shall be notified and advised by the contractor consistent with D.3 (above).

5. For projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the contractor may elect to table planned activities for construction that may be deferred. However, no aspect of the work is to proceed unless the applicable JSA has been approved in advance of the work to the Project Manager and has been reviewed and approved by the Laboratory.

F.

Environment, Safety and Health Documentation

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

1. The contractor shall submit the names and qualifications of the ES&H Representative and alternates to the Laboratory for approval. The revisions will review and must approve the above submittals prior to the start of work. 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.

2. The ES&H Representative shall be off site, the contractor shall designate and notify the Laboratory of an alternate.

3. Duties include, but are not limited to: enforcing the written construction 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 violation(s), 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 deficiency. The ES&H Representative can issue any hazards observed.

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

6. The contractor shall submit the following documents, current certificates, etc., as required:

- Energized Electrical Work Permit
- Respiratory Protection
- Confined Space Entry Permit
- Asbestos Abatement Permit
- Work Entry Permit
- Dig Permit
- Coring Checklist
- Fall Protection Plan
- Hostig and Rigging Plan

7. All employees shall wear safety glasses with rigid side shields at all times in the construction work area. Employees shall comply with the ANSI Z89.1 standard as defined by 29 CFR 1926.100 and bear the "Z89-.1" designation.

8. Hard hats shall be worn at all times in the construction work area. Hard hats shall be provided by the contractor and the Laboratory will arrange for all necessary permits. There is no cost to the contractor for any laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry clearance, energized electrical work, open flame, confined space entry, digging, moving government or Laboratory property off site, and removing asbestos. When coring, cutting or drilling through floors, walls, ceilings and exterior foundation walls, the contractor shall follow the Blind Penetration Checklist (ANL-99B). The contractor shall comply with all necessary permits listed in the appropriate documents to permit to bring radioactive sources or x-ray equipment on site to be approved 48 hours in advance.

9. Hard hats shall be worn at all times in the construction work area. Hard hats shall be provided by the contractor and the Laboratory will arrange for all necessary permits. There is no cost to the contractor for any laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry clearance, energized electrical work, open flame, confined space entry, digging, moving government or Laboratory property off site, and removing asbestos. When coring, cutting or drilling through floors, walls, ceilings and exterior foundation walls, the contractor shall follow the Blind Penetration Checklist (ANL-99B). The contractor shall comply with all necessary permits listed in the appropriate documents to permit to bring radioactive sources or x-ray equipment on site to be approved 48 hours in advance.

10. Hard hats shall be worn at all times in the construction work area. Hard hats shall be provided by the contractor and the Laboratory will arrange for all necessary permits. There is no cost to the contractor for any laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry clearance, energized electrical work, open flame, confined space entry, digging, moving government or Laboratory property off site, and removing asbestos. When coring, cutting or drilling through floors, walls, ceilings and exterior foundation walls, the contractor shall follow the Blind Penetration Checklist (ANL-99B). The contractor shall comply with all necessary permits listed in the appropriate documents to permit to bring radioactive sources or x-ray equipment on site to be approved 48 hours in advance.

11. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

12. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

13. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

14. All coring and drilling equipment must be equipped for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.

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

16. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

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

18. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

19. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

20. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

21. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

22. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.

23. All employees shall wear moisture resistant shoes at all times in the construction work area. High friction footwear must have backup alarms. All employees shall wear moisture resistant shoes at all times in the construction work area. The assured equipment grounding program is not an acceptable alternative.
Flash back preventers are required on oxygen/hydrogen hoses. Spark arrester balls shall be prohibited on all smoke stacks permitting live sparks or hot material to escape.

14. A "no purpose" Class A-B-C-D dry chemical extinguisher, ten pound (minimum) with a pressure gauge and current inspection (within last 12 months), shall be on the construction site within 100 feet of the work area. An additional extinguisher is required for each open flame operation.

15. Contractors shall hold and document the following meetings:
   a. Weekly "tool box" meetings or its equivalent for all subcontractor employees and for contractor and subcontractor employees at the site to discuss pertinent safety topics.
   b. Meeting minutes or discussion topics must be posted on the contractor's bulletin board for a period of one month shall state the date, person holding the meeting, subject covered, and signatures of attendees.
   c. The use of explosives is prohibited except in accordance with approval from the Laboratory.
   d. Vehicle operators must have an appropriate valid driver's license when operating vehicles on site.
   e. Portable metal ladders are prohibited.

16. The Contractor's competent person performing the daily inspections required by OSHA, such as trench and excavations, and scaffolding inspections, shall be certified as a physician according to the evaluation of the individual employee and consider the employee's physical and psychological ability to use respiratory protection equipment. The records must state whether the employee is able to wear respirators, atmosphere-supplying respirators, or both. The records must be signed by the evaluating physician and dated within one year of the date of the intended use of the respiratory protection equipment.

17. Training records must be submitted that document the employee was trained in and has mastered the training subjects in 29 CFR 1926.34.
   a. The records must be signed by the trainee and instructor and dated within one year of the date of the intended use of the respiratory protection equipment.
   b. Test records must be submitted that document the employee was fit tested by a competent fit tester with reliable testing equipment according to the testing requirement of 29 CFR 1926.134. The records must document which types (brands and part numbers or materials of construction and size of respirators) provided a satisfactory fit. The employee must be fit with the respiratory equipment that the records must be signed by the employee and the test dated and within one year of the date of the intended use of the respirator equipment.

18. No scaffolding structures including stairs, ladders, scaffolds, man-lifts, or similar equipment, will be used without the Laboratory approval. The contractor must assign a trained and qualified scaffold competent person. When working on a scaffold at a level 4 ft or more above a walking surface, OSHA-compliant fall protection (29 CFR 1926 Subpart M) must be utilized, which may include the use of OSHA-compliant handrails.

19. Respiratory Protection

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

      i. A written respiratory protection program must be submitted for approval prior to using a respiratory protection device, such as dust/mist masks, including those made of paper, half face air-purifying respirators, full face air-purifying respirators, or any atmosphere-supplying respirator.

      ii. Medical certification records must be submitted as required by ANSI Z88.2 American National Standard for Respiratory Protection (1992), 29 CFR 1910 and 1926. These records must document whether the employee has completed a disease or condition preplacement evaluation, or if a medical examination is required, the employee must be seen by a physician in such an examination. Each year, the records must be signed and include the date, time, and conditions found.

      iii. Documentation shall be available for review by the Laboratory for the duration of the project.

   b. Stage 1 (Verbal Notification)

      i. A contractor’s representative will be notified of a violation of a contractor’s ES&H program or failure to comply with each of the above items. The contractor will be given a copy of the materials required to be submitted to the Laboratory.

      ii. Certain infractions and will issue documented safety violations (Notice of Safety Violation – PFS-530) which will not be appealed, and the contractor is expected to correct the deficiency immediately and will be permitted access to the Laboratory.

      iii. The Laboratory will issue verbal warnings to contractors and subcontractors for safety infraction and will issue documented safety violations (Notice of Safety Violation – PFS-530) which will not be appealed, and the contractor is expected to correct the deficiency immediately and will be permitted access to the Laboratory.

      iv. After receiving verbal notification, if a contractor employee is observed to be involved in a safety infraction that is not an imminent danger, the employee shall be told of the infraction and the contractor’s ES&H representative will receive a copy of the Notice of Safety Violation.

   c. Stage 2 (First Documented Safety Violation)

      i. The contractor is responsible for reviewing the requirement of 29 CFR 1926.134 and must state whether the employee is able to wear air-purifying respirators, and 29 CFR 1910.134. The records must document which types (brands and part numbers or materials of construction and size of respirators) provided a satisfactory fit. The employee must be fit with the respiratory equipment that the records must be signed by the employee and the test dated and within one year of the date of the intended use of the respirator equipment.

      ii. In Case of Emergency

         i. Incident reports and accident reports must be submitted to the Project Specialist, Technical Representative, or Project Manager immediately to the Project Specialist, Technical Representative, or Project Manager within 24 hours.

      iii. The contractor is required to review the requirements of this regulation and determine within 30 days of issuance if any contractors/subcontractors/handlers on site will be required to wear respirators.

      iv. Any contractor's representative who receives a suspension of any kind will not be allowed to contract or subcontract with the Laboratory and his/her employee will not be allowed to work on the Laboratory site for three work days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

      v. The contractor's Supervisor, Foreman, and/or ES&H Representatives shall receive a suspension of any kind 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.

   d. Stage 3 (Second Documented Safety Violation)

      i. The location and use of contractor-owned movable structures (except scaffolds) is not an exposure hazard to government property and does not endanger Argonne or DOE employees.

      ii. Contractor-owned movable structures must not constitute a threat to the public, endanger Argonne employees, endanger government property, or have any other significant programmatic impact.

      iii. Contractor-owned movable structures (except scaffolds) shall be removed from the Argonne National Laboratory site for three work days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

      iv. Any contractor's representative who receives a suspension of any kind will not be allowed to contract or subcontract with the Laboratory and his/her employee will not be allowed to work on the Laboratory site for three work days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

   e. Stage 4 (Third Documented Safety Violation)

      i. The contractor is responsible for reviewing the requirements of this regulation and determining applicability with respect to subcontracted services provided to the Laboratory. The contractor shall be removed from the active bid list of contractors and shall not be allowed to bid work or work as a subcontractor on the Laboratory site for a period of one year. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

      ii. Any contractor's representative who receives a suspension of any kind will not be allowed to contract or subcontract with the Laboratory and his/her employee will not be allowed to work on the Laboratory site for three work days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

5. Subsequent Safety Violations

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

   b. 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 on machines that are started, running, or not completely isolated; and entering a trench, excavation, or space without control measures in place. When a contractor employee is involved in an imminent danger situation, the contractor 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.
1. Complying with the standard terms and conditions and any supplemental conditions applicable to and associated with the contract, or alternatively,

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

Prior to the date the contractor submits a bid for this contract, or the date the contractor executes, whichever is earlier, the contractor will notify the Laboratory if the contractor will seek DOE approval of any alternative site specific Worker Safety and Health Plan department and also provide the Contractor and the laboratory with copies of the DOE Plan and an opportunity to comment on and discuss any such Plan. Unless and until such DOE approval is given, the contractor will comply with the terms and conditions included and referenced herein.

The contractor shall indemnify and hold the Laboratory harmless in the event DOE imposes a fine or penalty on the contractor pursuant to a violation of the contractor's implied and/or express obligations, and such finding or penalty is based, in whole or in part, upon the contractor or its personnel being in violation of a DOE directive, regulation, or corrective action taken by DOE, which may include suspension of employees from the site, DOE document, or Notice of Violation, which can be issued at any time, on a day to day per violation. After receipt of notice of such violation, the contractor shall immediately take corrective action. In the event the contractor fails to comply with regulations and requirements of this clause, the Laboratory may, without prejudice to any other legal right or consequences of the Laboratory or the contractor, issue an order stopping all or any part of the work. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If, as of any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a Laboratory Procurement Official under this clause (or issued by the contractor to a subcontractor) shall be without prejudice to any other legal or contractual rights of the government/Laboratory in the event that the Laboratory Procurement Official issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Laboratory Procurement Official. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause. In the event the Laboratory subsequently issues an order to the contractor to resume work, the contractor shall make no claim for an extension of time or for compensation for damage by reason of, or in connection with, such work stoppage. The contractor shall assure that all its employees and its subcontractors, including any ES&H fired subsequent to the contractor's notice, are informed of the notice of violation and are complying with the contractor's approved safety and health program including, but not limited to, the contractor's approved Corporate Safety Plan and approved Job Safety Analysis (construction activity, where required by OSHA standards. Safety Data Sheets (SDSs) for all hazardous materials on site shall be submitted for approval. The Laboratory will review and approve, if appropriate, a sample JSA form was provided in the solicitation documents.)

2. Specific procedures in the areas of fall protection, excavation, trenching, confined spaces, stressed states, electrical work, asbestos abatement, and hoisting and rigging are required as job conditions dictate. Plans to address these activities must be submitted and approved prior to the start of work. Environmental, safety, and health (ES&H) personnel responsible for identifying ES&H professionals, and responsible for overseeing ES&H professionals, are to be ES&H professionals as defined by OSHA must be submitted for approval a minimum of seven (7) days prior to the start of those activities. Laboratory approval must be obtained prior to starting any job requiring an OSHA-defined competent person.

3. The contractor's ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor employees prior to their starting work. The orientation, as a minimum, shall include a review of the JSA, all related permits and plans, and a review of the emergency numbers, egress routes and assembly points. Each employee shall sign a statement certifying that he/she received the safety orientation. The signature sheet shall be submitted to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are added. (The subjects to be covered by the orientation are listed in the solicitation documents.)

4. The Job Safety Orientation is to be reviewed and any practice changes as required by modifications in work scope during construction. The revisions must be approved prior to the actual taking place. All employees affected by any revisions to the approved JSA shall be notified and advised by the contractor consistent with D.3 (above).

5. For projects lasting more than four (4) months, at the discretion and approval of the Laboratory Project Manager, the submittal of the JSA corresponding to later phases of construction may be deferred. However, no aspect of the work is to proceed unless the contractor has submitted, reviewed, and approved the JSA.

E. Contractors

Contractors shall designate and identify a competent member of their organization whose duty shall be the implementation of the contractor's ES&H program on the Laboratory site. The ES&H Representative and his/her delegate(s) shall provide ES&H training, represent ES&H, and alternate to the Laboratory for approval prior to assignment of duties. The ES&H Representative shall review and approve all permits and plans, and all times work is being performed on site by the contractor or subcontractor. If the ES&H Representative is not on site, a substitute ES&H Representative shall be designated and notify the Laboratory of an alternate.

F. Environment, Safety and Health Documentation

The contractor shall submit the following documents, current certificates, etc. as required: Equipment inspection and qualification (per 29 CFR 1926 Subpart N), which includes the equipment and shall be approved by the Laboratory prior to use. This includes, but is not limited to, personnel, augers, suspended scaffolds, winches, grinders, confined space, entry, etc., and all temporary electrical equipment documentation. As required by 29 CFR 1926 Subpart CC Cranes and Derrick in Construction must also be provided.

4. As dictated by the scope of work and the mitigating actions necessary to address specific hazards, deviations from standard operating procedures may be permitted. Examples of these include, but are not limited to:

- Open Flame Permit
- Dredged Material Property Permit
- Respiratory Protection Plan
- Confined Space Entry Permit
- Subcontractor Abatement Plan
- Work Entry Permit
- Dig Permit
- Coating Checklist

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G. Variances

I. Equipment and Tool Inspection

7. The Contractor shall, without additional expense to the Laboratory, be responsible for contractor's approved ES&H Program and Implementation Plan, contractor's approved Job Safety Analysis, or specified environmental plans must be written in the Laboratory. Exceptions shall not be implemented without approval by the Laboratory.

H. ES&H Orientation and Site Access

All contractor personnel are to attend ES&H orientation before starting work at the site. The training consists of two parts: Contractor Safety Orientation (CSO) provided by the Laboratory, and job-specific safety orientation conducted by the contractor.

The CSO will present all of the topics required on an annual basis. On completion of the orientation, each employee will receive a wallet card that must be presented to Laboratory personnel on request. On completion of the orientation, a gate pass will be issued to the contractor employee for the duration of the work or for a length of time to be decided by the Project Specialist. This pass is required for site access and is to be used only by the employee whose name appears on the pass. Any misuse of the pass will result in a suspension from site access for a period of six (6) months.

J. Laboratory Site Rules

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

1. Possession of weapons, firearms, ammunition, explosives or any other apparatus or material hazardous to the public, including gas or other flammable substances

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

3. Indecent behavior of any type.

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

5. Violation of site traffic and parking regulations.

6. Loitering outside of designated construction areas.

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

K. Laboratory Site ES&H Requirements

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

1. The Laboratory conducts the work through the use of on-site permits. All required permits will be identified to the contractor and the Laboratory will arrange for necessary permits. There is no cost to the contractor for any Laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry clearance, energized electrical work, open flame, confined space entry, digging, moving government of Laboratory property off site, and removing asbestos. Any permit to bring radioactive sources or x-ray equipment on site must be approved 48 hours in advance. All on-site and off-site permits are to be properly recorded and signed.

2. All contractors and subcontractors performing work for the Laboratory, both on and off site, are responsible for complying with the “Employee Payment for Personal Protective Equipment—Final Rule” issued by OSHA. In addition, the personal protective equipment will be specified and recommended by the employee. The contractor must select the appropriate protective equipment for the employee.

3. All personal protective equipment will be provided by the contractor. The contractor shall provide the employee with the necessary protective equipment and ensure that it is used properly. All personal protective equipment shall be kept clean and in good working order. The contractor shall ensure that all personal protective equipment is properly maintained and replaced when necessary.

4. All employees at the site shall use the personal protective equipment provided by the contractor. The contractor shall ensure that all personal protective equipment is used properly and that it is in good working order. All personal protective equipment shall be kept clean and in good working order.

5. All employees at the site shall use the personal protective equipment provided by the contractor. The contractor shall ensure that all personal protective equipment is used properly and that it is in good working order. All personal protective equipment shall be kept clean and in good working order.

6. All employees shall use the personal protective equipment provided by the contractor. The contractor shall ensure that all personal protective equipment is used properly and that it is in good working order. All personal protective equipment shall be kept clean and in good working order.

7. All vehicles and mobile powered equipment, except automobiles and pickup trucks, shall be equipped with sideshield countertops and windshield overhangs. Any vehicle operation shall be conducted in a manner that maintains adequate visibility.

8. All vehicles and mobile powered equipment, except automobiles and pickup trucks, shall be equipped with sideshield countertops and windshield overhangs. Any vehicle operation shall be conducted in a manner that maintains adequate visibility.

9. All vehicles and mobile powered equipment, except automobiles and pickup trucks, shall be equipped with sideshield countertops and windshield overhangs. Any vehicle operation shall be conducted in a manner that maintains adequate visibility.

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

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

12. All vehicles and mobile powered equipment, except automobiles and pickup trucks, shall be equipped with sideshield countertops and windshield overhangs. Any vehicle operation shall be conducted in a manner that maintains adequate visibility.

13. The contractor is required to develop and implement a disciplinary program to control poor performance, misconduct, 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 contractor. The Laboratory will issue verbal warnings to contractors and subcontractors for safety violations. Any contractor or subcontractor who receives a written notice of safety violation (PS-530 and/or OSHA citation) and who fails to correct the violation as specified in the notice, will be subject to disciplinary action. The contractor or subcontractor and any other entity involved in the incident will be subject to disciplinary action. The contractor or subcontractor and any other entity involved in the incident will be subject to disciplinary action.

14. All contractor and subcontractor accidents and unauthorized releases to the environment occurring at the laboratory site must be reported immediately by dialing 912 or 630-252-1911 from a Laboratory telephone or pay phone, or 630-252-1911 from a cellular phone. The accident or unauthorized release must be reported immediately to the Project Specialist, Technical Representative, or Project Manager. The laboratory safety department will be notified and will conduct an investigation and report, and ensure that the injured employee and all witnesses to the incident complete an ANL-239, Incident Description, 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, 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 contractor. The Laboratory will issue verbal warnings to contractors and subcontractors for safety violations. Any contractor or subcontractor who receives a written notice of safety violation (PS-530 and/or OSHA citation) and who fails to correct the violation as specified in the notice, will be subject to disciplinary action. The contractor or subcontractor and any other entity involved in the incident will be subject to disciplinary action. The contractor or subcontractor and any other entity involved in the incident will be subject to disciplinary action.
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 the whole or any part of this contract to the Government or its designee and in such event this contract shall be assigned in full.

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

49. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)

(a) Definitions. As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions. “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

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

(i) 52.205-1, Right of the Governing Contractor (Apr 2010) (41 U.S.C. 3500), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.


(iii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-25, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-38, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212(a));


(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (b) of FAR clause 52.222-40.


(x) 52.222-61, Prohibition on Subcontract Awards Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xi) 52.223-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.222-40.

(xii) 52.224-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with the subcontract clause 52.247-64.

(xiii) 52.224-40, Notice of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13149), if flow down is required in accordance with paragraph (d) of FAR clause 52.222-40.

(xiv) 52.224-10, Notice of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (c) of FAR clause 52.222-40.

(xv) 52.224-64, Preference forPrivately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with the subcontract clause 52.247-64.

(xvi) 52.224-40, Notice of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13149), if flow down is required in accordance with paragraph (d) of FAR clause 52.222-40.

(xvii) 52.224-10, Notice of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (c) of FAR clause 52.222-40.

(xviii) 52.224-40, Notice of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13149), if flow down is required in accordance with paragraph (d) of FAR clause 52.222-40.

(xix) 52.224-64, Preference forPrivately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with the subcontract clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontractors for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(c) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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 impair such rights to 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 (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier at any tier.

(b) The contractor shall submit a report identifying in writing any deviation of the work from the plans and specifications or the schedule statement of final acceptance of the work, if the Laboratory takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Laboratory takes possession of such work.

(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—

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

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

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

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

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

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

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

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

Energy Consuming Products
When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program's (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® at: http://www.energystar.gov/products.

When the contract requires the specification or delivery of imaging equipment (i.e., copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, or scanners), the clause at FAR 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) shall apply, or it's Alternate I.

When the contract calls for the specification or delivery of personal computer products, the clause at FAR 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (June 2014) shall apply.

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

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

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

52. BONDS AND INSURANCE (OCT 1999)

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

(b) Contracts exceeding $150,000 (Miller Act). Performance bonds. Unless the Laboratory Procurement Official determines that a lesser amount is adequate for the protection of the Laboratory, the penal amount of the performance bond 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.

Payment bonds.

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

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

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

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

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

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

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

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

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

(ii) Obtain an additional bond; or

(iii) Furnish additional alternative payment protection.

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

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

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

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

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

53. ADDITIONAL BOND SECURITY (OCT 1999)

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

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

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

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

54. OTHER CONTRACTS (OCT 1999)

The Laboratory or the Government may undertake or award other contracts for additional work 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, heeding 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 (MAY 2014)

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

(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; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

Cost of components means—

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

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

Domestic construction material means—

(i) An unmanufactured construction material mined or produced in the United States.

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

LINE OF COVERAGE | LIMITS
---|---
GENERAL LIABILITY | EACH OCCURRENCE
- Commercial General Liability | $2,000,000
- Claims Made | 0
- Occurring | 0
- General Aggregate Limit Applies Per: | 0
- Policy | 0
- Project | 0
- Log | 0

AUTOMOBILE LIABILITY | COMBINED SINGLE LIMIT
- Any Auto | $1,000,000

WORKMAN'S COMPENSATION AND EMPLOYMENT LIABILITY | WC STATUTORY LIMITS
- OTHER | $500,000
- E.L. EACH ACCIDENT | $500,000
- E.L. DISEASE EA EMPLOYEE | $500,000
- E.L. DISEASE-POLICY LIMIT | 0
(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
(ii) The construction material is a COTS item. “Foreign construction material” means a construction material other than a domestic construction material. “United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.506(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

<table>
<thead>
<tr>
<th>Contracting Officer to list applicable excepted materials or indicate “none”</th>
</tr>
</thead>
</table>

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(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.

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than 10 percent of the differential established in paragraph (b)(3)(i) of this clause.

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

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

<table>
<thead>
<tr>
<th>Foreign and Domestic Construction Materials Price Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Material Description</td>
</tr>
<tr>
<td>Item 1:</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
<tr>
<td>Item 2:</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
</tbody>
</table>

[Include other applicable supporting information.]

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued.)

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

(a) Definitions. As used in this clause—

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Domestic construction material” means the following—

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

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

“Foreign construction material” means a construction material other than a domestic construction material.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

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

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

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

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

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

<table>
<thead>
<tr>
<th>Contracting Officer to list applicable excepted materials or indicate “none”</th>
</tr>
</thead>
</table>

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

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

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

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the Contractor, including direct, indirect, and administrative costs.

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

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate an adequate consideration, the Contracting Officer may modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(i)(iii) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American statute.

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

<table>
<thead>
<tr>
<th>Construction Material</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Cost (Dollars)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>material</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.][Include all delivery costs to the construction site.]

Foreign and Domestic Construction Materials Cost Comparison

57. 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 operation at any one plant, or separate division; the location at which the contract is being performed; or

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

(2) The Contractor shall deliver to the Contractor, for use in connection with and under the terms of this contract, the laboratory-furnished property described in the specifications or elsewhere in the contract, together with all 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 times stated in the contract or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Laboratory-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Laboratory, detailing the facts, and, as directed by the Laboratory and at Laboratory expense, either repair, correct, or modify or return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Laboratory shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Laboratory-furnished property is not delivered to the Contractor by the required time, or times, the Laboratory shall, upon the Contractor's timely written request, make a permanent determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Laboratory-furnished property.

(1) The Laboratory may, by written notice, (i) decrease the Laboratory-furnished property provided or to be provided under this contract, or (ii) substitute other Laboratory-furnished property for the property to be provided by the Laboratory, or to be acquired by the Contractor for the Laboratory, under this contract. The Contractor shall promptly take such action as the Laboratory directs 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 as provided in paragraph (b)(1) of this clause if the Laboratory has agreed in the contract to make such property available for performing this contract and the item is--

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

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

(c) Title to Property.

Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the use in connection with and under the contract as directly incurred is vested in the Laboratory, and to the extent that any such property is reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Laboratory. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make a permanent adjustment of reimbursement under 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 Contractor. The Contractor is responsible for the property, if 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 become the property of the Contractor by any act of personal conveyance or otherwise by operation of law.

(d) To the extent directed by the Laboratory Procurement Official, the Contractor shall identify Laboratory property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Laboratory Procurement Official, as shall indicate its ownership by the Laboratory.

(e) Disposition.

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. The Contractor may, upon such terms and conditions as the Laboratory Procurement Official may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Laboratory Procurement Official and the Contractor at a fair value thereof. The amount received by the Contractor as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Laboratory, as the Laboratory Procurement Official may direct. Upon completion of the work or termination of this contract, the Contractor shall render an accounting, as prescribed by the Laboratory Procurement Official, of all Laboratory property which had come into the possession or custody of the Contractor under this contract.

(f) Property Management - Management of high-risk property and classified materials

(1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Laboratory Procurement Official, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect Laboratory property in the Contractor's possession or custody.

(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control, and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR Chapter 101), the Department of Energy Property Management Regulations (41 CFR Chapter 109), and other applicable regulations.

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

(g) Risk of Loss or Damage

(1) (i) The Contractor shall not be liable for the loss or destruction of, or damage to, Laboratory property unless such loss, destruction, or damage was caused by any of the following:

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

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

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

(ii) 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 above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the Laboratory for the loss, destruction, or damage.

(2) In the event the Contractor is determined liable for the loss, destruction, or damage to Laboratory property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. If, however, the fair market value of the damaged property does not exceed the fair market value of the damaged property, if a fair market value of the property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the cost of insurance obtained by the Contractor in accordance with paragraph (g)(1) of this clause, the Contractor's compensation to the Laboratory shall be determined as follows:

(i) For damaged property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(4) For the purposes of this clause, the fair market value of property is the price for temporary replacement and costs associated with the disposition of destroyed property. The Contractor shall take no steps to comply with any appropriate written direction of the Laboratory Procurement Official. The Contractor shall take all reasonable steps to protect the property remaining, and shall repair or replace the damaged property in accordance with the written direction of the Laboratory Procurement Official, or in the absence of such direction, in accordance with Property Management Regulations (41 CFR Chapter 109), and other applicable regulations.

(5) If the Contractor managerial personnel to establish, administer, or property management system in accordance with paragraph (g)(1)

(h) Steps to be taken in event of damage, destruction and loss.

(1) In the event of any damage, destruction, or loss of 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:

(i) shall immediately inform the Laboratory Procurement Official of the occasion and extent thereof;

(ii) shall take all reasonable steps to protect the property remaining, and shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the Laboratory Procurement Official;

(iii) the Contractor shall take no action prejudicial to the right of the Laboratory to recover therefrom, and shall furnish to the Laboratory, on request, all reasonable assistance in obtaining recovery.

(i) Laboratory property for laboratory use only.

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

(j) Property Management.

(1) 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 sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Laboratory Procurement Official may from time to time prescribe.

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

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
(B) 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 the Government and private sector performers.

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

(2) Property Management Systems

(a) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit or an hourly cash equivalent thereof, the Contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Laboratory property.

(b) In the event that the Contractor is succeeding another Contractor(s) in the performance of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

58. SUSPENSION OF WORK (OCT 1999)

(a) The Laboratory may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Laboratory determines appropriate for the completion of the Laboratory.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted, the Contractor shall be entitled to an adjustment of the contract price.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the Contractor in proportion to the percentage of the period of time during which withholding is made.

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

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

(b) Violation, liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of 1% per day after the 40th day of each calendar day on which they fail to pay an employee required to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold payments from Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records shall be maintained for those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

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

(e) Subcontractors. The Contractor shall include a certification in each subcontract which requires the subcontractor to comply with the provisions of this clause. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.
that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account funds for the meeting of obligations under the plan or program.

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

(a) The wage determination issued under the Davis-Bacon Act by the Contractor, Wage and Hour Division of the Department of Labor, prevailing wage rules, which is held by the same prime contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the undiscounted payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and journeymen, shall be held in trust for the purpose of providing the wages and other benefits prescribed in the wage determination. The Laboratory shall, upon its own action or upon written request of an authorized representative of the Department of Energy or the Department of Labor, withhold or cause to be withheld the prime contractor’s application for funds, notwithstanding any other provision of law; or

(b) The Contractor shall insert in any subcontracts for construction, alteration, or repair, a provision requiring the subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(c) Whenever the Contractor has reason to believe that the prevailing wage determination applicable to the work is not being paid, the Contractor or the Contractor's representative shall cause to be given notice to any subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

62. WITHHOLDING OF FUNDS (FEB 1988)

The Laboratory shall, upon its own action or upon written request of an authorized representative of the Department of Energy or the Department of Labor, withhold or cause to be withheld the prime contractor’s application for funds, notwithstanding any other provision of law; or

(a) The wage determination issued under the Davis-Bacon Act by the Contractor, Wage and Hour Division of the Department of Labor shall be followed, to the extent practicable, by the prevailing wage rates which are held by the same prime contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the undiscounted payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and journeymen, shall be held in trust for the purpose of providing the wages and other benefits prescribed in the wage determination. The Laboratory shall, upon its own action or upon written request of an authorized representative of the Department of Energy or the Department of Labor, withhold or cause to be withheld the prime contractor’s application for funds, notwithstanding any other provision of law; or

(b) The Contractor shall insert in any subcontracts for construction, alteration, or repair, a provision requiring the subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

65. COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The contractor shall comply with the requirements of 29 CFR Part 3.1, which are hereby incorporated by reference in this contract.

66. SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

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

(2) Painting and decorating;

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

(4) Transportation of materials and supplies between the site of the work and the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is designated as a construction site;

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is designated as a construction site;

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States (i.e., “construction contracts” under the Davis-Bacon Act) the clauses provided in this Section 29 of the FAR and the wage determination which is held by the same prime contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the undiscounted payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and journeymen, shall be held in trust for the purpose of providing the wages and other benefits prescribed in the wage determination. The Laboratory shall, upon its own action or upon written request of an authorized representative of the Department of Energy or the Department of Labor, withhold or cause to be withheld the prime contractor’s application for funds, notwithstanding any other provision of law; or

(c) Whenever the Contractor has reason to believe that the prevailing wage determination applicable to the work is not being paid, the Contractor or the Contractor's representative shall cause to be given notice to any subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 is required by this clause.

(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.
(8) Contract Termination—Debarment;
(9) Disputes Concerning Labor Standards;
(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and
(11) Certification of Eligibility.

(c) The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b) of this clause. If the contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor, the contractor shall provide written notice of these programs to the sources compiled under subparagraph (g)(2) of this clause. Where reasonable, provide after-school, summer, and vacation employment to children residing in the area that expressly include minorities and women, including upgrading programs and apprenticeship programs. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

(d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontractor. The contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontractor.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall furnish the Contracting Officer with the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(e) The Contractor shall insert the paragraph cited in this clause, including this paragraph (e) in all subcontracts for construction within the United States. In accordance with those procedures. Disputes within the meaning of this clause include disputes

67. CONTRACT TERMINATION - DEBARMENT (FEB 1998)
A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

68. 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 6 are hereby incorporated by reference in this contract.

69. DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with these procedures. Disputes between the Contractor or subcontractor and the Government concerning the interpretation of those provisions shall not be subject to contract

70. CERTIFICATION OF ELIGIBILITY (FEB 1988)
(a) By entering into this contract, the contractor certifies that neither it nor he (or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or SF 1413.(1) (b) 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 SF 1413.(1)

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001.

71. APPROVAL OF WAGE RATES (OCT 1997)
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 agency or a representative expressly designated for this purpose, if the straight time wages exceed rates for corresponding occupations contained in the applicable 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 agency approved wage rate shall be at the expense of the contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

72. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
(a) Definitions
"Covered area," as used in this clause, means the geographical area described in the solicitation for bids or request for proposals.
"Director," as used in this clause, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.
"Employer identification number," as used in this clause, means the Federal Social Security number of the employer's qualified federal tax return, U.S. Treasury Department Form 941.
"Minority," as used in this clause, means—
(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);
(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
(3) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); and
(4) Hisp apanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race).
(b) If the contract is, or a subcontractor, or any assignments of a work involving any construction trade, each such subcontract in excess of $30,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this solicitation. Where reasonable, provide after-school, summer, and vacation employment to children residing in the area that expressly include minorities and women, including upgrading programs and apprenticeship programs. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.
(c) If the contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it employs. The overall good-faith performance by other contractors or subcontractor toward a goal in an approved plan does not excuse any contractor or subcontractor's failure to make good faith efforts to achieve its goals in the plan area. If the contractor is participating in a Hometown Plan, the contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The contractor shall engage in a good-faith effort to achieve each goal under the plan area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The contractor is expected to make substantially uniform progress toward its goals in each craft. The contractor is expected to comply with the terms of any subcontracting agreement, or failing the construction work is performed by the contractor with a collective bargaining agreement, to refrain from any action or omission that will reduce the contractor's obligations under this clause. Where reasonable, provide after-school, summer, and vacation employment to children residing in the area that expressly include minorities and women, including upgrading programs and apprenticeship programs. Trainees 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 achieve maximum results from its actions. The contractor shall document these efforts fully and maintain affirmative action information to at least as much detail as is reasonably necessary to demonstrate the contractor's good-faith efforts. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.
(e) Neither 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 refrain from any action or omission that will reduce the contractor's obligations under this clause. Where reasonable, provide after-school, summer, and vacation employment to children residing in the area that expressly include minorities and women, including upgrading programs and apprenticeship programs. Trainees 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 achieve maximum results from its actions. The contractor shall document these efforts fully and maintain affirmative action information to at least as much detail as is reasonably necessary to demonstrate the contractor's good-faith efforts. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

1. Ensure a working environment free of harassment, intimidation, and coercion at all sites and facilities, and that the contractor is aware of any off-site supervisory personnel who shall excuse the contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
(2) Review the policy with all management personnel and with all minority and female employees at least once a year; and
(3) Post the policy on bulletin boards accessible to employees at each location where construction work is performed.

7. Review, at least annually, the contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisors, foremen, superintendents, and other on-site supervisory personnel. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

4. Review the policy with all management personnel and with all minority and female employees at least once a year; and
(4) Post the policy on bulletin boards accessible to employees at each location where construction work is performed.

7. Review, at least annually, the contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisors, foremen, superintendents, and other on-site supervisory personnel. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

4. Review the policy with all management personnel and with all minority and female employees at least once a year; and
(4) Post the policy on bulletin boards accessible to employees at each location where construction work is performed.

7. Review, at least annually, the contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisors, foremen, superintendents, and other on-site supervisory personnel. The contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

4. Review the policy with all management personnel and with all minority and female employees at least once a year; and
(4) Post the policy on bulletin boards accessible to employees at each location where construction work is performed.
The Government may terminate performance of work under this contract in whole or, from time to time, in part. The contractor shall have the right to settle or to pay any termination settlement proposal that may be submitted by the Government. The Government shall be liable for any delays in or interruptions of the work caused by the contractor in consequence of such a proposal.

Published by the Contractor under paragraph (b)(9) of this clause shall not be charged on any excess payment due to a reduction in the Contractor's claim. Interest shall be charged from the date of the initial disbursement or settlement and shall continue until the excess is repaid. The Government shall not be charged for or credited with either interest on the contract or on any other item.

The contractor shall not be liable for any loss or damage to property that, if the contract had been completed, would be required to be placed in the public domain, or that is destroyed, lost, stolen, or damaged so as to become undeliverable to the contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the contractor under paragraph (g) of this clause, or any other property that the contractor may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount determined.

The contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the contractor within this 120-day period.

The contractor shall designate a responsible official to identify the contractor's equal employment policy is being carried out.

Monitor all employment practices, including but not limited to screen and interview procedures at least as extensive as those prescribed in paragraph (g) above, so as to achieve full compliance with Executive Order 11246, as amended, and the implementing regulations of the Department of Labor. If the contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Director, shall take action as prescribed in 41 CFR 60-4.8.

The contractor shall have the right of appeal, under the Disputes clause, from any decision of the Contracting Officer. The contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days of receipt of the Government's determination, the contractor may file a proposal with the Contracting Officer. The Contractor Officer may verify the list upon removal of the items, or store, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

After termination, the contractor shall submit a final termination settlement proposal to the Contracting Officer, in form and content as prescribed by the Contracting Officer.

The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be reviewed and acted on after 1 year or any extension. If the contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount determined.

Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, including interest costs shall not exceed (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the contractor paid the agreed amount. Paragraph (g) shall not affect the right that may be agreed upon to be paid under this paragraph.

The contractor and the Contracting Officer may fail to agree on the whole amount to be paid because of the termination of the work, the Contracting Officer shall pay the contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed upon under paragraphs (f) or (g) of this clause.

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

The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparation expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause.

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause and subdivision (g)(2)(ii) and (iii) of this clause.

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the contractor would have sustained a loss on the entire contract had it been completed, the contractor shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation and protection of the contractor's property required to be delivered.

Except for normal spoilage, and except to the extent that the Government expressly assumed any risk of loss, the Contracting Officer shall exclude from the amounts payable to the contractor under paragraph (g) any amounts payable to the contractor by the Government for the property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

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

The contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (f), or (g) of this clause, except that if the contractor failed to submit the settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (f), respectively, and failed to request a time extension in accordance with the requirements of the Contracting Officer.

In arriving at the amount due the contractor under this clause, there shall be deducted--

Any claim or contention by the Government which has against the contractor under this contract, and

The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the contractor or sold under the provisions of this clause and not recovered from the Government under the proceeds of this clause.

If the termination is partial, the contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the terminated portion of the contract. The Contracting Officer shall determine whether to accept such a proposal. If the contractor fails to submit the settlement proposal or request for equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

The Contractor shall have the right to settle or to pay any termination settlement proposal that may be submitted by the Government. The government shall not be charged for or credited with either interest on or any other item.

(1) The Government may, under the terms and conditions it prescribes, make partial payments and retain subsequent balances of such payments, with respect to the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the contractor will be entitled.

From the total payments made under this paragraph (l), the contractor shall repay the excess to the Government upon demand, together with interest computed at the rate fixed by the Senior Executive, under 50 U.S.C. App. 1215(c)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall be charged in accordance with the Contractor’s termination settlement proposal because of retention or other disposition of termination
inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, without duplication of any amounts agreed upon under paragraphs (h) and (l) of the basic clause.

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) shall be: 
   (i) The cost of this work; 
   (ii) The cost of settling and paying termination settlement proposals under paragraphs (g) and (l) of this clause; 
   (iii) A sum, as profit on subdivision (g)(1)(ii) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of the contract, to be fair and reasonable, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed; 
   (iv) For contract work performed before the effective date of termination, the total (without duplication of any items) shall be: 
      (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; 
      (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); 
      (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 and with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, substitute the following paragraphs (g) for paragraphs (h) and (l) of the basic clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) shall be: 
   (i) The cost of this work; 
   (ii) The cost of settling and paying termination settlement proposals under paragraphs (g) and (l) of this clause; 
   (iii) A sum, as profit on subdivision (g)(1)(ii) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed; 
   (iv) For contract work performed before the effective date of termination, the total (without duplication of any items) shall be: 
      (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preservation, protection, or disposition of the termination inventory. 

Alternate II (Sept 1996). If the contract is for construction and with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, substitute the following paragraph (h) for paragraphs (h) and (l) of the basic clause. Paragraph (h)(2) may be deleted from the basic clause if the Contracting Officer determines that the requirement to pay interest on excess partial payments is inappropriate.

If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount to be paid because of the termination of the work, the Contracting Officer shall determine, on the basis of the provisions of this clause which were applicable, the amount due the Contractor by the Contracting Officer; however, the Contracting Officer shall discontinue these expenses as rapidly as practicable.

(1) 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 the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date of termination, less the amount previously paid to the Contractor; 
   (iv) An amount for the preparation of termination settlement proposals and supporting data; 
   (v) The termination and settlement of subcontracts (excluding the amounts of such agreements); 
   (vi) Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory. 

(2) The termination is for default of the Contractor, include the amounts computed under paragraph (h)(1) of this clause but omit—
   (i) Any amount for the preparation of the Contractor’s termination settlement proposal; and 
   (ii) The portion of the hourly rate allocable to profit for any direct labor hours expended before the effective date of termination, unless extended in writing by the Contracting Officer.

75. DEFAULT (OCT 1999)

(a) If the contractor refuses or fails to prosecute the work or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract including any extension, or if the contractor fails to complete the work within the time specified, the Laborator y, by written notice to the contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Laboratory may take over the work and complete it by hire or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for all damage to the contractor’s reputation or to the contractor’s refusal or failure to complete the work within the specified time, whether or not the contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the Laboratory in completing the work.

(b) The contractor’s right to proceed shall not be terminated nor the contractor charged with damages under this clause if—
   (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (i) acts of God or war irrespective of the Government in either its sovereign or contractual capacity, (ii) acts of another contractor in the performance of a contract with the Government; (iii) fires, floods, and other natural disasters; (iv) strikes, (v) work stoppages, (vi) unstable or abnormal weather conditions; and (vii) other occurrences beyond the control and without the fault or negligence of the contractor or the sub contractors or suppliers; and
   (2) The contractor, within 10 days from the beginning of any delay (unless extended by the Laborator y), 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 facts and extent of delay warrant the extension of any time 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 contractor’s defaults are not such as will excuse the termination of the contract, the contractor shall be paid in full for all work done and materials furnished, in accordance with the provisions of this clause.

(d) The rights and remedies of the Laboratory, in this clause are in addition to any other rights and remedies provided by law or under this contract.
contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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

(b) 41 U.S.C. Chapter 87, Kickbacks, prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback;
(2) Soliciting, accepting, or attempting 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 or higher tier subcontractor.

(c) Reserved.

(2) 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 it to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

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

(f) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States to the contractor or (ii) require the contractor to refund any monies owed by the United States to the contractor.

(g) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States to the contractor or (ii) require the contractor to refund any monies owed by the United States to the contractor.

77. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any procurement of those supplies or services is prohibited by law or regulation, including OFAC’s implementing regulations at 31 CFR chapter V and/or on OFAC’s website at http://www.treas.gov/office/sg/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.

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

78. 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 act 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 or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from assenting rights 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 other commercial purchasers for the sale of the commercial item(s).

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

79. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in all subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

80. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established by section 411 of 41 U.S.C. 4712 by section 826 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employees’ whistleblower rights and protections under 41 U.S.C. 4712 as described in section 3.908 of the Federal Acquisition Regulation.

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

81. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“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 did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint;
(3) The abuse or threatened abuse of law or the legal process;
(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, including a position under a temporary appointment.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint;
(3) By means of the abuse or threatened abuse of law or the legal process;
(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, including a position under a temporary appointment.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for purposes of commercial sex activity.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person for the performance of that act.

“Coercion” means—

(1) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, including a position under a temporary appointment.

“Compensation that is consistent with the normal compensation for such officer or employee of an agency” includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

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

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

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local political entity, a special district, an interstate district, a council of governments, a school district, or any other unit of local government.

“Tribal organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency” means any Indian tribe or tribal organization that has been determined to be eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency.

“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 for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

*(c) Reasonable payments* 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.

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

*(e) Regularly employed* means, with respect to an employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 120 working days within 1 year immediately preceding the date of the submission of the Laboratory’s certifications to the DOE.

*(f) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements.

*(g) Person* does not include an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, or cooperative agreements, under paragraph (b) of this clause and are permitted by other Federal law.

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

*(i) Subcontractors* include anyone who requests or receives a subcontract or any other contractual instrument from the Contractor to perform services for the Contractor.

*(j) Site* includes the District of Columbia, the Panama Canal, and any other area or territory of the United States over which the Federal Government has jurisdiction.

*(k) Subcontracts* include any agreement under which a person furnishes services to another person to perform services for the Contractor or subcontractor.

*(l) Contractor* means an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(m) Work* includes any or all of the following:

*(n) Contractor* means an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(o) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(p) Person* does not include an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, or cooperative agreements, under paragraph (b) of this clause and are permitted by other Federal law.

*(q) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(r) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(s) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(t) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(u) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(v) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(w) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(x) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(y) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*(z) Person* includes an individual, a partnership, a corporation, or any other organization eligible to receive Federal contracts, grants, or cooperative agreements, from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.
85. 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. The 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 such violation.

86. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)
The United States is committed to encouraging technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies. Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

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

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

87. 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.

88. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2013)
(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 either before driving or while stopped in a location off the roadway where it is safe and legal to park.

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

(c) The Contractor is encouraged to—

- Adopt and enforce policies that ban text messaging while driving—
  (i) Company-owned or -rented vehicles or Government-owned vehicles; or
  (ii) Privately-owned vehicles when official Government business or when performing any work for or on behalf of the Government.
- Conduct initiatives in a manner commensurate with the size of the business, such as—
  (i) Establishment of new rules and programs or evaluation of existing programs to prohibit text messaging while driving; and
  (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

89. 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 this contract, and there are no understandings or agreements other than those incorporated into this contract.

90. 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, Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, or result in product failure.
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.)
3. Participate as appropriate in development and review of those DOE Technical Standards with which the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
# HEADMARK LIST

**ALL GRADE 6 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS**

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt="Grade 5 Mark" /></td>
<td><img src="image" alt="Grade 8 Mark" /></td>
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</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
<td>RT</td>
<td>Takai Ltd (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
<td>KY</td>
<td>Kyohei Mfg (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
</tbody>
</table>

**Hollow Triangle**

Infasco (CA TW JP YU) (Greater than 1/2 inch dia)

| E    | Daiei (JP) | UNY | UNY | Unyrita (JP) |

**GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:**

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

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

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1</td>
<td>A325 KS</td>
</tr>
<tr>
<td>Type 2</td>
<td>A325 KS</td>
</tr>
<tr>
<td>Type 3</td>
<td>A325 KS</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised - sometimes indented.

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

ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING. OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED SEE: [http://www.saftek.com/worksafe/bull82.txt](http://www.saftek.com/worksafe/bull82.txt)
Worker Protection for DOE Contractor Employees

Policy:

U.S. Department of Energy (DOE) contractor employees shall be provided with safe and healthful working conditions in accordance with the standards prescribed pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974, and the Department of Energy Reorganization Act of 1977; said standards shall be consistent with those promulgated under the Occupational Safety and Health Act of 1970, Public Law 91-596. Please refer to DOE O440.1A for details.

DOE Contractors:

DOE has determined that Argonne National Laboratory is subject to DOE Acquisition Regulation (DEAR), Subpart 970.23, and, if 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: construction safety, fire protection; firearms safety, explosives safety, industrial hygiene, occupational health, pressure safety, motor vehicle safety, and suspect and counterterrorism 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 task;

3. express concerns related to worker protection;

4. decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an increased risk of death or serious bodily harm to that individual, coupled with a reasonable belief that there is insufficient time to seek effective relief through the normal hazard reporting and abatement procedures established in accordance with the requirements herein;

5. have access to DOE worker protection publications, DOE-prescribed standards, and the organization’s own worker protection standards or procedures applicable to the workplace;

6. observe monitoring or measuring of hazardous agents and have access to the results of exposure monitoring;

7. be notified when monitoring results indicate they were overexposed to hazardous materials; and

8. receive results of inspections and accident investigations upon request.

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 employer 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 800-761-9966, or in writing. An example report form is available adjacent to each hotline poster, or one may be obtained from the Employee Concerns Manager at the local DOE office.

Imminent Danger:

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

Nondiscrimination:

No contractor shall discriminate in any manner discriminate against any employee by virtue of the filing of a complaint, or in any other fashion, exercising 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 management, gross waste of funds, or abuse of authority, to participate in proceedings conducted before Congress or pursuant to this part, and to refuse to engage in illegal or dangerous activities without fear of employer reprisal. Contractor employees who believe that they have been subject to such reprisal may submit their complaints to DOE for review and appropriate administrative remedy as provided in 10 CFR Part 708.

Inquiries:

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

Chicago Office

Attn: Employee Concerns Manager

9800 S. Cass Avenue

(P.O. Box or Street Address)

Lemont, IL 60439

(City, State and Zip Code)

Posting Requirements:

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