APPENDIX A

Argonne Terms and Conditions
(For Fixed-Price Construction Contract)

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1. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 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 to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without regard to such disability based upon their physical or mental disability in all employment practices such as:

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

(ii) Hiring, upgrading, placement, promotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Job classification, selection of records, pay or any other form of compensation and in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(b) Selection and support for training, including apprenticeships, professional meetings, courses, and other related activities, and selection for leaves of absence to pursue training

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

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

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

(b) Postings

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

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may post the notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Secretary for Federal Contract Compliance of the U.S. Department of Labor (Assistant Secretary).

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement maintaining that is required by law to post the information under this clause that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken against the Contractor, including on the request of the Government, the contractor shall provide either the original contractor-owned records to the Government or its designee, or shall retain future rights to access and copy such records as needed.

(2) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this subcontract and in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such original contractor-owned records to the Government for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act) as appropriate.

(e) Applicability. This clause applies to all subcontracts with a value in excess of $15,225-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to A) radioactive material; B) berilium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR 835.2; (B) areas where berilium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 810.106-1 (as defined in 10 CFR 810.106-1); or (C) workplace where hazard protection and safeguarding processes are implemented in compliance with 10 CFR 810.21 to specifically control potential exposure to toxic chemicals or other hazardous materials that can cause long term health impacts.

(2) The Contractor shall be liable for the on-site obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

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

(a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; all allocable costs incurred in connection with the work under this contract; the contractor’s or subcontractor’s directly pertinent records involving transactions related to this contract; subcontractor’s owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(b) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this subcontract and in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such original contractor-owned records to the Government for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act) as appropriate.

(e) Applicability. This clause applies to all subcontracts with a value in excess of $15,225-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to A) radioactive material; B) berilium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR 835.2; (B) areas where berilium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 810.106-1 (as defined in 10 CFR 810.106-1); or (C) workplace where hazard protection and safeguarding processes are implemented in compliance with 10 CFR 810.21 to specifically control potential exposure to toxic chemicals or other hazardous materials that can cause long term health impacts.

(2) The Contractor shall be liable for the on-site obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

4. ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the
5. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or data. The term "classification," "information" means fact, data, or knowledge that is either classified or determined to contain classified information. The term "declassification," "declassified" means the removal of a security classification or determine whether it contains classified information prior to dissemination. For information which no longer contain classified information are to be declassified. Declassified documents declassified and determined to be publicly releasable are to be made available to the public in accordance with the provisions of the Freedom of Information Act, as implemented by the Department of Energy to determine if the documents are no longer appropriately classified. Procedures for the declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maintain the public's access to as much Government information as possible while minimizing security costs. The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

6. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause:

1. "Contractor" means any entity, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

2. "Coercion" means-

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

(b) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or restraint against any person;

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

3. "Commercially available off-the-shelf (COTS) item" means-

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

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

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

(iv) Not bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

4. "Commercial sex act" means any sex act performed for money or other compensation.

(b) Contractor requirements. The Contractor shall-

1. Notify its employees and agents of-

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

(b) the (i) U.S. laws and regulations; and (ii) applicable policies, procedures, programs, and training requirements that prohibit trafficking in persons.

2. Take appropriate action, up to and including termination, of any employee, agents, or subcontractors who violate any provisions of paragraph (b) of this clause.
(ii) Any actions taken against a Contractor employee, subcontractor, employee of a subcontractor, or any of their agents, are within the scope of the-hours of work, or in the workplace; and

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights described in the Contractor’s employee or officer to give consideration to or act regarding an assertion of employment has been, or will be, involuntarily terminated (except if terminated for cause), except if terminated for cause, (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of employment, companies with trained employees, prohibits charging recruitment fees to an employee assigned to the contract. "Employee assigned to the contract" means an employee who was hired after November 29, 2009, and who is directly performing work, in the United States, under a contract that is required to be performed outside the United States; and "commercial item" means an item that is either--

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

(iii) Has an estimated value that exceeds $500,000.

8. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach of or violation of this warranty, the Contractor agrees that it will not recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial, or sales, representative, whether he or she is employed to influence the Government to award contracts to the Contractor or to conduct business with the Contractor.

(c) "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the successful award of a contract to the Contractor.

9. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

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

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the Contractor agrees that it will provide preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for commercial items pursuant to 41 U.S.C. 403) subject to the contractor's determinations, the requirements of this clause described in section 3.908 of the Federal Acquisition Regulation.

10. EMPLOYMENT ELIGIBILITY VERIFICATION (COT 2015)

(a) Definitions: As used in this clause—

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

(1) Means any item of supply that is a commercial item (as defined in paragraph (1) of the definition at 2.101);

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

(iii) Offered, whether it is also offered, to the Government in the commercial marketplace, 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 bulk cargo, which is cargoes that are loaded and carried in bulk onboard ship without mark or count, in a loose, unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabees barges, is subject to mark and count, and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 1, 1989 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to be performed outside the United States; and means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor or its agent is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(2) The Contractor shall—

(a) Post, at a place that is readily accessible to the public, and in the official languages of the State in which the contract is performed, a notice describing the Contractor’s procedures for preventing and responding to trafficking.

(2) The Contractor shall—

(1) The Contractor shall take reasonable steps to ensure that the Contractor’s employees are aware of the Contractor’s anti-trafficking policy and that the Contractor has taken the appropriate remedial and referral actions.

(2) The Contractor shall—

(1) The Contractor shall—

(2) The Contractor shall—

(1) The Contractor shall—

(2) The Contractor shall take reasonable steps to ensure that the Contractor’s employees are aware of the Contractor’s anti-trafficking policy and that the Contractor has taken the appropriate remedial and referral actions.

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11. EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

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


(c) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(d) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Employment Reports on Veterans (Feb 2016)

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report.

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

(g) The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

12. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. As used in this clause—

(1) "Driving"—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.

(b) The contractor shall comply with this clause unless paragraph (c)(5) of this clause applies.

(c) The Contractor shall—

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

(i) Basis of authority for any employee—

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

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

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

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

(ii) Education, awareness, and 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.

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

(a) Definitions. As used in this clause—

(1) "Energy-efficient product"—Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for energy efficiency rating or labeling eligibility;

(ii) Has a value equal to or greater than the federal energy efficiency rating or labeling value for that product;

(iii) Is for—

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

(B) Construction;

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

(iii) Includes work performed in the United States.

14. 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.

15. EQUAL OPPORTUNITY (APR 2015)

(a) Definition. As used in this clause—

"Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBTQ/GenderIdentityFAQs.htm.

"Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBTQ/SexualOrientationFAQs.htm.

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


(c) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.
(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

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

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be

(2) If the Contractor is a religious corporation, association, educational institution, or

Judicial, or administrative action taking effect after the contract date. It does not include

Compliance Programs, to enforce the terms, including action for noncompliance. Such

Contractor to employ and advance in employment qualified protected veterans.

discrimination against qualified protected veterans, and requires affirmative action by the

(2) The Contractor shall insert the terms of this clause in subcontracts of

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be

(2) The Contractor shall insert the terms of this clause in subcontracts of

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

applicants for employment the notices to be provided by the Contracting Officer

(3) Compliance Programs, to enforce the terms, including action for noncompliance. Such

the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) High-risk property is property, the loss, destruction, damage to, or the unintended

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(b) The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this clause by the procedures in 41 CFR Part 60-1.1, or as otherwise provided by law.

(2) High-risk property is property, the loss, destruction, damage to, or the unintended

(3) The Contractor shall take all reasonable precautions, and such other actions as may

required by the Laboratory Procurement Official may direct. Upon completion of the work or the termination of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract.

(f) The Contractor shall comply with Executive Order 11246, as amended, and (d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Laboratory Procurement Official may direct. Upon completion of the work or the termination of this contract, the Contractor shall render an accounting, as prescribed by the Laboratory Procurement Official, of all government property which had come into the possession or custody of the Contractor under this contract.

(2) If the Contractor is a religious corporation, association, educational institution, or national "Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly within those areas.

(3) The value of repair costs shall not exceed the historic value of the property at the time of loss, destruction, or damage. The Contractor shall not be liable for the loss, destruction, or damage that occurs as a result of a war.

Once such property is acquired by the Contractor, it shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to the Government, as the Laboratory Procurement Official may direct. Upon completion of the work or the termination of this contract, the Contractor shall render an accounting, as prescribed by the Laboratory Procurement Official, of all government property which had come into the possession or custody of the Contractor under this contract.

(2) High-risk property is property, the loss, destruction, damage to, or the unintended

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(iii) The Contractor will, on its own initiative, or upon request of the Contracting Officer, submit to the Secretary of Labor a proposal for the development and implementation of a program or a plan to correct any situation that has caused such property, or a portion thereof, to fail to meet these standards.

(i) The Contractor shall provide to the Contracting Officer a description of the property and a statement of the proposed action to be taken in the event of loss, destruction, or damage. The Contractor shall maintain a record of all such actions, and shall make such record available to the Contracting Officer as requested.

(ii) The Contractor shall inform the Contracting Officer immediately of any loss, destruction or damage to government property, and shall take all necessary action to prevent the loss, destruction, or damage from becoming known to unauthorized persons.

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(ii) The Contractor shall inform the Contracting Officer immediately of any loss, destruction or damage to government property, and shall take all necessary action to prevent the loss, destruction, or damage from becoming known to unauthorized persons.
(i) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such destruction or loss, less any costs 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 Officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(2) The portion of the cost of repairs or replacement incurred by the Contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause shall be:

(1) Shall immediately inform the Laboratory Procurement Official of the occasion and extent thereof.

(2) 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. The Contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall not furnish to the Government any reasonable evidence of loss in obtaining recovery.

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

(b) Property Management System

(1) The Contractor shall, administer, and properly maintain an approved property management system in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.

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

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

(B) [Reserved]

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

(D) A method for consistently improving property management practices through the identification of best practices established by "best in class" performance.

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

(c) Property Inventory

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

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

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

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

(2) All or substantially all of the Contractor's operations at any one facility or separate location to which this contract is being performed; or

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

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

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

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

19. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

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

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

Site Access

Site Access, including cyber access utilizing a laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assignees (on site for more than 30 days). A written host must be provided for each visitor assignment. Form ANL-593 should include proof that the individual is his resident, as false in the United States. For any non-U.S. citizen who is to remain in the United States for a period of at least 30 days for a sensitive assignment, 7 days for a non-sensitive country assignment or visit or visit to any U.S. activity. For assignments (more than 30 days) involving a foreign national from a "Sensitive Country", and/or access to a security area of the Laboratory or to a sensitive subject at a laboratory, at least 30 days advance notice should be provided to the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593 and the Laboratory Director or his designee shall determine whether the individual may enter the Laboratory. For visits or assignments involving a foreign national from a "Terrorist Supporting Country", (which currently includes: Cuba, Iran, Libya, Sudan, and Syria), specific approval of the visit/assignment by the Secretary of Energy or his designee is required. This approval, granted or for a period of time after the individual approvals have been processed. The time frames indicated above shall not apply on a continuous basis for any equitable adjustment or claim to the contract price or performance/delivery period.

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

Activity Participation

To Department of Energy directives and Department of Commerce regulations, persons who are born in (and who are not naturalized U.S. Citizens) or are citizens of any "Terrorist Supporting Country" may be denied access and/or participation in activities with Argonne National Laboratory. The requirement is to be flown-down to all subcontractors at any tier.

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

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

(a) "Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 2.101.

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

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

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

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

(8) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by the people of a State, local government, included a local public authority, a special district, a intrastate district, a council of governments, a special group representative organization, and any other instrumentality of a local government.

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

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

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

(C) A temporary employee, as defined in section 202, Title 18, United States Code.

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

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

(2) "Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, any payment with respect to the reasonable compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in connection with the Federal Government.

(3) "Reimbursable payment" means, with respect to financial and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(4) "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, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by Federal law.

(5) "Reasonably employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

(6) An officer or employee of a person who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

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

(8) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract or the extension, renewal, amendment, or modification of this contract.

(A) The term "appropriated funds" does not include profit or fee from a covered Federal action.

(B) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will award the Contractor if the payment is for professional or technical services rendered directly to an agency's use.

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

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to any covered Federal action.

(ii) As defined by the provisions of this paragraph, providing any information specifically requested by an agency or Congress is permitted.

(2) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern:

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

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

(3) Providing technical consultation for any covered Federal action information not specifically requested but necessary for an agency to make a decision or take action.

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

(5) Making formal solicitation or formal notification of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(6) Professional and technical services.

(A) A professional or technical service or information not specifically requested but necessary for an agency to make a decision or take action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or
24. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496 (APR 2010)

(APPLIES TO CONTRACTS EQUAL TO OR GREATER THAN $10,000)

Contractors and subcontractors are required to inform the employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor’s regulations, contains the following information:

(a) 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 the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(b) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

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

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

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

Applies To Contracts That Exceed $10,000 in Value

(a) The Contractor shall provide all subcontractors and suppliers with a copy of the notice prescribed under paragraphs (c) and (d) of the clause in any subcontract exceeding $150,000.

(b) The subcontractor or supplier shall post the notice, in a form prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices so that it is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(c) The subcontractor or supplier shall notify the prime contractor in writing that such notice has been posted.

(d) The prime contractor shall provide the Secretary of Labor with assurance that the notice has been posted.

22. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *days prior to the delivery of, or prior to completion of any servicing required by 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 471.250.a

26. PAYMENTS (FEB 2004)

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

(b) The contractor shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contractor, on estimates approved by the Laboratory, in such detail as requested, to provide a basis for determining progress payments.

(c) The Contractor shall inform the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

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

(b) The contractor aggrees to insert the substance of this clause, including this paragraph, in all subcontract to which a labor dispute may delay the timely performance of this contract—except that each subcontractor shall provide that in the event its timely performance is delayed or threatened by delay of any actual or potential labor dispute, the subcontractor shall immediately notify the Laboratory the next highest tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.
27. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

a. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12) or Office of Management and Budget Circular A-19, and, if applicable, HSPD-13 (Personal Identity Verification for Federally Funded Information Technology) or its successor. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency at the earliest of any of the following times:
1. When no longer needed for contractor performance.
2. Upon completion of the Contractor employee’s employment.
3. Upon contract completion or termination.

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

c. The Contractor shall submit statement of unavailability of U.S. government personnel. The contractor shall ensure that all payments due to subcontractors and suppliers for evaluated goods and/or services (1) Contingency operations;
(2) A construction contract; or
(3) Contracts for contract labor work performed under 41 U.S.C. chapter 35.


(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. App. 1241) 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 are transported in ocean vessels (computed separately for dry bulk carriers, dry cargo lines, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located inside or outside the United States, that are shipped by ocean vessel are: (1) Acquired for a U.S. Government account; (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement; (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or (4) Acquired with advance of funds, loans, or guaranties 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 associated with this contract (computed separately for dry bulk carriers, dry cargo lines, and tankers) when the equipment, materials, or commodities are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency at the earliest of any of the following times:
1. When no longer needed for contractor performance.
2. Upon completion of the Contractor employee’s employment.
3. Upon contract completion or termination.

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

d. The Contractor shall submit the instance of unavailability of U.S. government personnel when it agrees not to rise to the following matters as 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 provided.
(ii) The contractor or subcontractor took no affirmative action to bring the charge to the attention of the Contracting Officer.
(iii) The contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

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

(a) Definitions. As used in this clause—
1. International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
3. All INVOICES submitted under contracts which contain Argonne Form PD-150, STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS, shall be accompanied by a copy of this clause. A copy shall contain the following information:
(A) Date of loading.
(B) Description of commodity.
(C) Number of containers.
(D) Name of vessel.
(E) Port of loading.
(F) Port of discharge.
(G) Description of commodity.
(H) Gross weight in pounds and cubic feet if available.

(b) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontract or purchase order under this contract, except those described in paragraph (e).

(c) The requirement in paragraph (a) does not apply to—
(1) Large cargo containers, if the principal foreign carrier is the Panamanian Canal Commission or as required by law or treaty;
(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
(3) Shipments of classified supplies when the shipment prohibits the use of non-U.S.-flag air carriers; and
(4) Subcontractor purchase orders for the acquisition of commercial items unless—
(I) The contract is—
(a) A contract or agreement for ocean transportation services; or
(b) The supplies being transported are—
(A) Shipments in direct support of U.S. military—
(i) Medical or humanitarian assistance operations, or
(ii) Troops deployed in connection with United Nations or other international peacekeeping operations.
(ii) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from:
Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington DC 20590
Phone: (202) 368-4610.

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

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 31.203-1, except that this clause does not apply to any modification if an exception under the contract applies.

(b) If any price, including profit or fee, negotiated in connection with any modification to this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished certified cost pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the cost or price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a reduction shall apply to any contract, or part of a contract, whose pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data.

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

(d) In the event that the contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:
STANDARD OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS.
International air transportation of personnel (and their personal effects) or property by U.S.-flag air carrier was not available in it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation) —
(1) Contingency operations;
(2) A construction contract; or
(3) Contracts for contract labor work performed under 41 U.S.C. chapter 35.

(e) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract price was itself affected by defective certified cost or pricing data.

(f) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, 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 provided.
(ii) The Contracting Officer should have known that the certified cost or pricing data were defective even if defective cost data or pricing data, or (iii) The Contracting Officer took no affirmative action to bring the charge to the attention of the Contracting Officer.

(g) The contractor was based on a good faith belief that the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(h) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
31. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

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

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

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

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

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontractor or (2) the actual subcontractor under the contract, would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

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

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

(1) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the subcontractor is entitled to the amount of the price or cost reduction.

(2) The subcontractor or prospective subcontractor furnishes the Contractor with a signed statement certifying the subcontractor is entitled to the amount of the price or cost reduction.

(e) Any reduction in the contract price under paragraph (a) of this clause is subject to the Equal Opportunity clause in this contract.

32. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(A) Definition. As used in this clause "Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/GLOTGLBT FAQS.html. Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other dining areas, locker rooms and other storage areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by sex, or are in separate or as far as practicable from each other.

(B) The prohibition in paragraph (a) of this clause does not preclude the Contractor from maintaining separate or separate and apart conditions, that are not segregated facilities, for purposes of hygiene or health or safety, so long as the separate or separate and apart conditions, that are not segregated facilities, are not maintained for purposes of discrimination (including but not limited to discrimination on the basis of gender identity). Segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition in FAR Part 43.1004).

(ii) Except as prohibited by subparagraph (A) of this clause, the Contractor shall not enter into any agreement for the acquisition of commercial items, the prohibition in paragraph (a) applies only to the extent that any subcontract under this contract or under any follow-on production contract.

(b) The Contractor shall authorize the Government to contract with subcontractors to protect the Government’s interests.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $36,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, to the Contractor, in writing, whether the subcontractor or its principals, or is not debarred, suspended, proposed for debarment, or debarred by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into any subcontracting agreement, with a person subject to the jurisdiction of the United States, who has been debarred under 26 U.S.C. 6621(a)(2), or is under an exclusion for reasons other than a subcontract for a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether the subcontractor is debarred, suspended, or debarred by the Federal Government.

(e) The Contractor shall, upon completion or termination of this contract, transmit to DOE any classified information, including computer software programs, at www.dol.gov/ofccp/GLOTGLBT FAQS.html. Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other dining areas, locker rooms and other storage areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by sex, or are in separate or as far as practicable from each other. Segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

(1) Exceeds $50,000 in value; and

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

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

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

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

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontract with small business concerns for the acquisition of commercial items.

35. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not make any purchase of any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States or by a financial institution with a physical location or substantial business activity in the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/otec/slcdf. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR chapter V, and can be found at www.treas.gov/offices/enforcement/otec/slcdf.

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

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

Applicable to Contracts Which Exceed $100,000

(a) Except as provided in paragraph (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 to cause the Contractor to become the Government of any item or process (including computer software made of 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 asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the Contractor shall, as soon as practicable, and to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial items.

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

37. SECURITY (DEVIATION) (MAR 2011)

Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE data in accordance with DOE security regulations and requirements, for responsible for protecting all classified information and all DOE data which are in the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, turn over to DOE any classified information, special nuclear material, and other sensitive DOE data which are in the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft.
matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention of any classified matter is required after the completion or termination of the contract, the Contractor shall inform the Contracting Officer of the classified matter, the reason for retention, and the length of time for which retention is required. If retention of any classified matter after the completion or termination of the contract would constitute a violation of a legal restriction imposed by law, the Contractor shall not retain any classified matter. The Contractor shall comply with such instructions as the Contracting Officer may provide in writing to protect any classified information or special nuclear material.

4. The Contractor shall comply with the Counterintelligence Evaluation Program regulations at 10 CFR 704.4, if covered, as an additional security measure. All individuals, to be employed for a position that requires a DOE access authorization, the Contractor shall conduct a counterintelligence evaluation or equivalent evaluation in accordance with the Counterintelligence Evaluation Program regulations at 10 CFR 704.4, to include the processing of all classified data or information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act.

5. The offeror may submit a Small Business Subcontracting Plan (SMALL BUSINESS SUBCONTRACTING PLAN (APR 2016)) which includes statements of the offeror’s adherence to the provisions of 43 U.S.C. 1626(e)(1)

may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with the ISRS, to its subcontract plans.

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

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

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract towards its goals, the ANC or Indian tribe shall designate only a portion of the subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the subcontractor, the ANC or Indian tribe, and the prime Contractor within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designee.

(2) Statement of-

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

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small businesses;

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

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) Description of the principal types of services and supplies to be subcontracted, and an identification of the types of plans for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veteran service organizations, the National Minority Purchasing Council, Veteran Service Organizations, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, veteran-owned small business, or women-owned small business concerns). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as a source list does not relieve a firm of its responsibility (e.g., outreach, assistance, counseling, or providing a subcontracting opportunity) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) 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.

(8) A description of the efforts the offeror will undertake 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.

Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $100,000 ($35,000 for construction of any public works or improvements) to follow further substantiated possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will-

(i) Cooperate in any studies or surveys as may be required.

(ii) Submit periodic reports to, as may be determined, the Contracting Officer to determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the individual subcontract plan (ISRP) and/or the Summary Subcontract Report (SSR) in accordance with paragraph (f) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://wwwFedBid.gov. 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 (including ANCs and Indian tribes that are not small businesses), and women-owned small business concerns.

(iv) Report subcontract awards in accordance with paragraph (d)(8) of this clause.

(v) Provide its prime contractor with the subcontracting plan.

(vi) Provide its subcontractors with a copy of its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs is submitted in eSRS when submitting its ISRs and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontract plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including existing source lists, and a description of the efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(a) The Offeror shall maintain records that shall include at least the following (on a plant-wide or company-wide basis, unless otherwise specified):-

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veteran service organizations, the National Minority Purchasing Council, Veteran Service Organizations, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, veteran-owned small business, or women-owned small business concerns). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as a source list does not relieve a firm of its responsibility (e.g., outreach, assistance, counseling, or providing a subcontracting opportunity) in this clause.

(iii) Total dollars planned to be subcontracted to women-owned small business concerns.

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns.

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

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(12) Assurances that the offeror will-

(i) Cooperate in any studies or surveys as may be required.

(ii) Submit periodic reports to, as may be determined, the Contracting Officer to determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the individual subcontract plan (ISRP) and/or the Summary Subcontract Report (SSR) in accordance with paragraph (f) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://wwwFedBid.gov. 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 (including ANCs and Indian tribes that are not small businesses), and women-owned small business concerns. The offeror shall ensure that all subcontractors (except small business concerns) receiving subcontracts in excess of $100,000 ($35,000 for construction of any public works or improvements) follow further substantiated possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(iv) Provide its prime contractor with the subcontracting plan.

(v) Provide its subcontractors with a copy of its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs is submitted in eSRS when submitting its ISRs and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontract plans.
The Contractor shall submit ISRs and SSRs using the web-based eSRS at https://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor shall be limited to the extent the affiliate is the prime Contractor or subcontractor. The Contractor a Notice of Termination specifying the extent of termination and the effective date. The Contractor shall assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

The authority to receive, inspect, or reject the ISR resides with the Contracting Officer who approved the commercial plans for commercial items were received. The report is required for contracts performed outside the United States and its outlying areas.

The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.408-2 that, to the best of its knowledge and belief, the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price.

The Contractor shall require the subcontractor to certify that the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price.

The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer whoapproved the commercial plans for commercial items were received. The report is required for contracts performed outside the United States and its outlying areas.

The failure of the Contractor or subcontractor to comply in good faith with-

(a) The clause of this contract entitled “Utilization of Small Business Concerns,” or

(b) An approved plan required by this clause, shall be a material breach of the contract.

The Contractor shall submit ISRs and SSRs using the web-based eSRS at https://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor shall be limited to the extent the affiliate is the prime Contractor or subcontractor. The Contractor a Notice of Termination specifying the extent of termination and the effective date. The Contractor shall assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

The authority to receive, inspect, or reject the ISR resides with the Contracting Officer who approved the commercial plans for commercial items were received. The report is required for contracts performed outside the United States and its outlying areas.

The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.408-2 that, to the best of its knowledge and belief, the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price.

The Contractor shall require the subcontractor to certify that the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price.
(d) 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. The Contractor shall submit the inventory schedules to the Contracting Officer as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove and either sell or reutilize the input. The Contractor shall include in such schedules a list upon removal of the property and, if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal 1 year after the effective date of termination, unless extended in writing by the Contracting Officer under written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justifying the termination settlement proposal may be received and acted upon after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed and request extension, the Contracting Officer may determine the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subparagraph (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 before the termination. The amount may include, in its discretion, direct costs incurred by the Contractor under paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree upon the whole amount to be paid before the termination, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amount agreed upon under paragraph (f)(2) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (f)(3) of this clause) not previously paid for, adjusted for any saving in freight and other expenses reasonably necessary, before final settlement.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory 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 allocable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdvision (g)(2)(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; however, if it appears that the contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under subdivision (g)(2)(ii) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

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

(i) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contractor shall exclude from the amounts payable 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 unmarketable to the Government or to a buyer.

(j) 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, except that if the Contractor failed to submit the settlement and payment proposal under terminated subcontracts that are properly chargeable to the terminated portion of the contract, and the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 213b(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 not be charged on any partial payment due to a reduction in the Contractor’s termination settlement proposal because of retention or other disposition of termination settlement proposals; and after the date of the receipt of the disposition, or a later date determined by the Contracting Officer because of the circumstances.

(k) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final payment of costs and expenses under this contract. This includes all books, documents, and records bearing on the Contract costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor’s office, at all reasonable times, without being made to pay any clerical charge. If the Contractor fails to make these records and documents, including microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)
(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 in the normal course of the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;
(iv) If not included in subdivision (h)(1)(i), (ii), or (iii) of this clause, the cost of setting and paying termination settlement proposals under terminated subcontracts that are acceptable to the Government and allocated to the terminated portion of the contract; and
(v) The reasonable costs of settlement of the work terminated, including—
   (A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting documents;
   (B) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
   (C) Storage, transportation, and other costs incurred, reasonably necessary for the preservation or disposition of the termination inventory.

(2) If the termination is for default, the Contractor shall, upon written request of the Contracting Officer, furnish to the Government a complete list of the amounts computed under paragraph (h)(1) of this clause but omit—
   (i) Any amount for preparation of the Contractor’s termination settlement proposal; and
   (ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

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

(a) Definitions
   (1) Affirmative Action Plan" means a plan containing the goals, objectives, and programs for increasing minority and female participation in a construction contract. This plan shall be designed to achieve, in a reasonable period of time, a sustained increase in the utilization of minority and female participants on the construction contract.
   (2) Contractor means the party performing the work (including its subcontractors) on the construction contract.

(b) Requirements
   (1) The Contractor shall establish an affirmative action program to ensure that minority and female participants are provided work opportunities in proportion to their availability on the construction contract. The Contractor shall ensure that minority and female subcontractor selection, participation, and employment are made in proportion to their availability on the construction contract. The Contractor shall ensure that minority and female workers are provided opportunities to perform work at all levels of the construction contract.
   (2) The Contractor shall ensure that the affirmative action plan is available for review to the Director of the Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.

(c) Reporting
   (1) To the extent required as set forth in sections (a) and (b) of this clause, the Contractor shall file an annual affirmative action compliance report with the Director.

45. ADDITIONAL BOND SECURITY (OCT 1997)

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

(a) Any surety upon any bond furnished with this contract becomes unacceptable to the surety.
(b) Any surety fails to furnish reports on its financial condition as required by the Laboratory;
(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Laboratory.
media. Provide written notification to, and discuss this policy with, other contractors and subcontractors with which the contractor does or anticipates doing business.

Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor’s recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or on-the-job training, the contractor shall provide written notification to organizations such as the above, disclosing the openings, screening procedures, and tests to be used in the selection process.

Encourage minority and female representation in recruiting efforts for minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the contractor’s workplace.

Validate all tests and other selection requirements where required under 41 CFR 60.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities within the company, and develop an affirmative action plan to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor determines that a different action plan is required, it shall be approved by the Director, Office of Federal Contract Compliance Programs.

Nothing contained herein shall be construed as a limitation upon the application of other laws, regulations, or requirements established by the Federal Government, the State of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and other applicable statutes). The efforts of a contractor association, joint contractor-union, contractor-employer, or similar group of which the contractor is a member and participant may be as effective as or more effective than actions taken by the individual contractor.

The contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-employer, or similar group of which the contractor is a member and participant may be as effective as or more effective than actions taken by the individual contractor.

Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory monitoring on personnel and employment-related activities to ensure that the contractor’s obligations under this contract are being fulfilled.

Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to women whenever the number of women employees is greater than the number of men.

Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including the utilization of opportunities to minority and female contractor associations and other business associations.

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

The contractor shall not use goals or affirmative action standards to discriminate against nonminority. Consequently, the contractor may be in violation of Executive Order 11246, as amended.

The contractor shall designate a responsible official to --

(i) Actively participates in the group.

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS); or

(iii) Is recognized by the OATELS; or

(iv) Any other type of apprenticeship program approved by the OATELS.

Provide written notification to, and discuss this policy with, other contractors and subcontractors with which the contractor does or anticipates doing business.

The contractor shall submit a written list of the names of all subcontractors who will be paid at not less than the rate specified in the applicable program for the work performed until an acceptable program is approved.

The contractor shall not be greater than the ratio permitted by the Laboratory.

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

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

(ii) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire force under the labor sub-contracts, as may be imposed or ordered under Executive Order 11246, as amended.

(iii) Any worker listed on a payroll as an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall not be paid less than the applicable wage rate on the wage determination for the work actually performed.

(iv) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprenticeship level of performance expressed as a percentage of the journeymen’s hourly rate specified in the applicable wage determination.

(v) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination.

(b) Trainees.

(i) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to a plan to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) The trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the applicable wage rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee apprenticeship program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that such a program provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(iii) In the event OATELS withdraws approval of a training program, the Contractor will not be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iv) 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.

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.

(b) Other types of bonds in connection with acquiring particular supplies or services. These types of bonds may be used when the performance bond is not required or is not provided by the Government under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

49. BONDS AND INSURANCE (JULY 2005)

(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 a gross or other markups, except those options exercised at the time of contract award.

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

(i) Performance bonds. Unless the Laboratory Procurement Official determines that a lesser amount is adequate for the protection of the Laboratory, the penal amount of performance bonds must be in the following amounts:

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

(ii) Payment bonds. If the amount of the payment bond additional amount equal to 100 percent of the increase.

(iii) The amount of the payment bond must be not less than the amount of the performance bond.

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

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

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

1. Increase the penal sum of the existing bond;
2. Obtain an additional bond; or
3. Furnish additional alternative payment protection—

(i) A payment bond;
(ii) Advances against letter of credit;
(iii) A trust receipt escrow agreement; or
(iv) Any other type of performance bond required by the Laboratory.

(e) Other types of bonds in connection with indemnifying particular supplies or services. These types of bonds may be used when the performance bond is not required or is not provided by the Government for the work to be performed under the contract. Projects that may require performance bonds include advance payment bonds and patent infringement bonds. (e) Reduction amounts. The Laboratory Procurement Office may reduce the amount of the security to support a bond, subject to the conditions of FAR 28.203-5(e) or 28.204(c).

(f) Prior to undertaking any work under this contract, the contractor shall, except as otherwise approved by the Laboratory, cause a sworn statement made by the contractor, under penalty of perjury, that the work called for hereunder shall be completed and accepted by the Laboratory, the following insurance in companies satisfactory to the Laboratory.
(a) 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 contributions from other insurers of UChicago Argonne, LLC, the University of Chicago and the United States Government are waived.

(b) 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 above referred to, and such certificates shall contain a provision that such insurance will not be cancelled or not renewed for any changes whatsoever made in the policy 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, 9703 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.

50. INDEMNITY

(a) The Contractor shall indemnify and hold UChicago Argonne, LLC, the University of Chicago, and the United States Government, and their officers, trustees, agents, servants, and employees, jointly and severally harmless against any loss or damage (including loss or damage from any personal injuries or death of persons, and loss of or damage to property), and any expense in connection therewith (including expenses of litigation, together with attorneys' fees and incident thereto) arising out of or connected with the performance of work under this contract by the Contractor, its subcontractors, and their agents, representatives, servants, and employees.

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

51. BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. As used in this clause:

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

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

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

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

(iii) 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.

(2) 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 when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) The cost of 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 entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the components, including any direct transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States.

“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) Procedures. Reference

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 42 U.S.C. 1207, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(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 component or the construction materials or components listed by the Government as follows:

[(Contracting Officer to list applicable exceptions or indicate “none”)]

(3) The Conractor may add other foreign construction material to the list in paragraph (b)(1) 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

(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) Location of the construction project;

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

(G) A detailed justification of the reason for use of foreign construction material.

(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 has not submitted a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

(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:

(1) Foreign and Domestic Construction Materials Price Comparison

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Price ($/Unit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Foreign construction material</td>
<td>Domestic construction material</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Contractor must ensure that all rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

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

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.302) 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. The basic rate of pay for each hour worked over 40 hours shall be at least $11.00 per hour, or at such higher rate as required by law.

(b) Violation. The Administrator or an authorized representative will approve, modify, or require adjustments in the proposed wage classification and wage rate or in the proposed classification of fringe benefits in order to bring the proposed wage determination into compliance with the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Overtime (MAY 2014).

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

(d) The wage determination (including any additional classifications and wage rates, minimum wage rates, overtime wage rates, and fringe benefits therefor) bears a reasonable relationship to the wage rates contained in the wage determination for the classification of work actually performed.

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

(a) 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 rate determination, classification and wage rate (including the amount designated for fringe benefits, where appropriate), the number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required by the Department of Labor under the Copeland Act (29 CFR part 5) of any extension, or fails to complete the work within this time, the Laboratory may, by contract, order the Contractor to pay any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program.

(b) If the Administrator or an authorized representative will approve, modify, or require adjustments in the proposed wage determination and the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Overtime (MAY 2014).

57. CONSTRUCTION WAGE REQUIREMENTS–PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (MAY 2014)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, is hereby incorporated into the contract by reference at that option period.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits included in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Overtime (MAY 2014).

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

(d) The wage determination (including any additional classifications and wage rates, minimum wage rates, overtime wage rates, and fringe benefits therefor) bears a reasonable relationship to the wage rates contained in the wage determination for the classification of work actually performed.

58. CONSTRUCTION CONTRACT TERMINATION (MAY 2014)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Laboratory may, by contract, order the Contractor to pay any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program.

(b) If the Administrator or an authorized representative will approve, modify, or require adjustments in the proposed wage determination and the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Overtime (MAY 2014).

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

(d) The wage determination (including any additional classifications and wage rates, minimum wage rates, overtime wage rates, and fringe benefits therefor) bears a reasonable relationship to the wage rates contained in the wage determination for the classification of work actually performed.

59. CONTRACT WAREHOUSE REQUIREMENTS (MAY 2014)

(a) 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 rate determination, classification and wage rate (including the amount designated for fringe benefits, where appropriate), the number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required by the Department of Labor under the Copeland Act (29 CFR part 5) of any extension, or fails to complete the work within this time, the Laboratory may, by contract, order the Contractor to pay any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program.

(b) If the Administrator or an authorized representative will approve, modify, or require adjustments in the proposed wage determination and the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Overtime (MAY 2014).

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

(d) The wage determination (including any additional classifications and wage rates, minimum wage rates, overtime wage rates, and fringe benefits therefor) bears a reasonable relationship to the wage rates contained in the wage determination for the classification of work actually performed.

60. CONSTRUCTION CONTRACT TERMINATION (MAY 2014)

(a) 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 rate determination, classification and wage rate (including the amount designated for fringe benefits, where appropriate), the number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required by the Department of Labor under the Copeland Act (29 CFR part 5) of any extension, or fails to complete the work within this time, the Laboratory may, by contract, order the Contractor to pay any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program.

(b) If the Administrator or an authorized representative will approve, modify, or require adjustments in the proposed wage determination and the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Overtime (MAY 2014).

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

(d) The wage determination (including any additional classifications and wage rates, minimum wage rates, overtime wage rates, and fringe benefits therefor) bears a reasonable relationship to the wage rates contained in the wage determination for the classification of work actually performed.
The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of Argonne, DOE, and contractor employees, as well as subcontractors. The Argonne WSHP that are applicable to Laboratory activities communicating the required information. The contractor is required to comply with the requirements set forth in its plan. The contractor's approved Corporate Safety Plan and approved Job Safety Analysis (construction project specific health & safety plan and activity hazard analysis per 10 CFR 851 Appendix A, Section 1), as well as all regulations in this clause.

B. Contractor Construction Project Safety & Health Plan

1. Within ten (10) calendar days after award of the contract, the contractor shall submit its proposed plan to Argonne, DOE, and partially to the Project Specialist, and the Project Manager and the Laboratory Procurement Official, for review. The contractor's proposed plan shall include, at a minimum:

   a. A statement of the contractor's ES&H policy;
   b. The quality assurance (QA) of the contractor's ES&H Representative and alternative; and
   c. The names of competent persons for excavation, scaffolding, and confined space entry, etc., as required by the scope of work and/or work conditions;
   d. The frequency of regular safety inspections to be conducted by the contractor;
   e. The scope of work and/or work conditions;
   f. The names of competent persons for excavation, scaffolding, and confined space entry, etc., as required by the scope of work and/or work conditions;
   g. The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of Argonne, DOE, and contractor employees, as well as subcontractors. The Argonne WSHP that are applicable to Laboratory activities communicating the required information. The contractor is required to comply with the requirements set forth in its plan. The contractor's approved Corporate Safety Plan and approved Job Safety Analysis (construction project specific health & safety plan and activity hazard analysis per 10 CFR 851 Appendix A, Section 1), as well as all regulations in this clause.

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1. Within ten (10) calendar days after award of the contract, the contractor shall submit its proposed plan to Argonne, DOE, and partially to the Project Specialist, and the Project Manager and the Laboratory Procurement Official, for review. The contractor's proposed plan shall include, at a minimum:

   a. A statement of the contractor's ES&H policy;
   b. The quality assurance (QA) of the contractor's ES&H Representative and alternative; and
   c. The names of competent persons for excavation, scaffolding, and confined space entry, etc., as required by the scope of work and/or work conditions;
4. If the contractor has an approved construction project safety & health plan on file with the Laboratory, revisions necessary to add a new work shall be submitted, reviewed, and approved prior to commencing new work.

C. Job Environmental Protection Planning

To the extent required by the project specifications, a sedimentation and erosion control plan and a storm water pollution prevention plan shall be implemented by the contractor. Such plans shall be reviewed and approved by the Laboratory prior to the revised work scope taking place. If the work involves excavation, an erosion control plan will be required. This plan shall include the location and description of the area being excavated, the sewers, waterways, and roads to be protected, the erosion control measures to be installed, and a map of the area.

D. Job Safety Analysis (JSA)

1. A Job Safety Analysis (activity hazard analysis, per 10 CFR 851 Appendix A, Section 1) must be approved, prior to the pre-construction meeting. The safety analysis must be completed by a competent person who has also completed the Argonne Job Safety Analysis Training. The form and/or other documentation required to support the safety analysis must be approved prior to implementation. If changes are made to the project work scope that affect these plans, the plans shall be updated by the contractor and approved by the Laboratory prior to the revised work scope taking place. If the work involves excavation, an erosion control plan will be required. This plan shall include the location and description of the area being excavated, the sewers, waterways, and roads to be protected, the erosion control measures to be installed, and a map of the area.

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. Names and qualifications of competent persons as defined by OSHA must be submitted for approval.

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 description of the area to be worked, the excavation safety plan and a storm water pollution prevention plan shall be implemented by the contractor. Contractors shall designate and identify a competent member of their organization whose influence will assist in providing the necessary permits. This list shall be part of the Construction Job Safety Analysis. The contractor must ensure that plans are updated by the contractor and approved by the Laboratory prior to the start of any job activity requiring an OSHA-defined competent person.

4. 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 description of the area to be worked, the excavation safety plan and a storm water pollution prevention plan shall be implemented by the contractor. Contractors shall designate and identify a competent member of their organization whose influence will assist in providing the necessary permits. This list shall be part of the Construction Job Safety Analysis. The contractor must ensure that plans are updated by the contractor and approved by the Laboratory prior to the start of any job activity requiring an OSHA-defined competent person.

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

6. Equipment inspection documentation required by 29 CFR 1926, Subpart N, must be submitted and approved prior to use of the equipment. The inspection documentation must include the manufacturer's name, model number, serial number, date of manufacture, and date of the last inspection.

7. All vehicles and mobile powered equipment, except automobiles and pickup trucks, must be equipped with a brake release mechanism and inspection documentation that the equipment is in proper working order and the inspection documentation is up to date.

E. Environmental, Safety and Health (ES&H) Reporting

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

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

   b. Job Safety Analysis (JSA) Form

   c. Pressure vessel certificates per 29 CFR 1926.29

   d. Energized Electrical Work Permit

   e. Respiratory Protection Plan

   f. Confined Space Entry Plan

   g. Asbestos Abatement Plan

   h. Work Entry Access

   i. Dig Permit

   j. Competent Person Training

   k. Fall Protection Plan

   l. Hoisting and Rigging Plan

   m. Designated Authorized Person

2. If the contractor intends to allow the first aid or Cardio Pulmonary Resuscitation (CPR) instructors, the contractor must comply with 29 CFR 1926, and supply a list of the names of employees who will be trained with current certification. This list shall be part of the Construction Job Safety Analysis.

3. Safety Data Sheets (SDSs) must be maintained by the contractor at the job site. SDSs for all products and materials to be used on the project must be obtained by the contractor’s bulletin board accessible to all workers on the job site. In addition, all SDSs must be submitted to the appropriate ES&H or Job Safety Analysis.

4. Pressure vessel certificates per 29 CFR 1926.29 must be submitted and approved prior to use.

5. Documentation of employee training and/or proof of proficiency required by OSHA and this contract shall be submitted for approval prior to commencement of work.

6. Contractors are encouraged to apply for OSHA-issued training certificates for their employees. All employees of the contractor performing work at the site must be properly trained and certified.

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

G. Variations

Requests for exceptions to Laboratory environment, health, and safety requirements; contractors’ approved temporary locks and tags; and any other deviation from this protocol must be approved in writing by the Laboratory. Exceptions shall not be implemented without approval by the Laboratory.

H. ES&H Oversight Authority

1. All contractor personnel are to attend ES&H orientation prior to 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.

2. The CSO lasts approximately one and one-half hours. This orientation is required on an annual basis. On completion of the orientation, each employee shall receive a wallet card that must be presented to Laboratory personnel on request. On completion of the orientation, a gala card will be provided by the Laboratory, and a copy of the orientation information must be made available for jotted-up evaluation of the work 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.

I. Equipment and Tool Inspection

All tools and equipment brought on site by contractors and subcontractors will be inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use on site. Failure to present tools/equipment to be used on the site for inspection and/or fail to meet the acceptance criteria may result in immediate on-site removal from the site.

J. Laboratory Site Rules

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

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

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

3. Indecent behavior of any type.

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

5. Violation of any Laboratory ES&H rules.

6. Loitering outside of designated construction areas.

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

K. Laboratory Site ES&H Requirements

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

1. The Laboratory conducts work through the use of on-site permits. All required permits will be identified to the contractor and all work shall be performed in accordance with such permits and any applicable ES&H programs. This list shall be part of the Pre-construction Meeting, the contract. Items found out of compliance shall be removed immediately from service, tagged out of service, and taken off site by the contractor by the end of that work shift.

2. Contractors and subcontractors performing work for the Laboratory, both on and off site, are required to comply with the Employee Payment for Personal Protective Equipment –Final Rule” issued by OSHA. The Laboratory, by virtue of its position as a host employer, is not responsible for the provision of non-payment for PPE required by law or for PPE required by the contractor.

3. Laboratories shall provide personal protective equipment, the equipment manufacturer, and temporary and permanent.

4. Personal protective equipment includes any actorness necessary to address specific hazards, additional hazard specific plans or permits may be required.

5. Examples of these include, but are not limited to:

   a. Open Flame Permit

   b. Energized Electrical Work Permit

   c. Respiratory Protection Plan

   d. Confined Space Entry Plan

   e. Asbestos Abatement Plan

   f. Work Entry Access

   g. Dig Permit

   h. Competent Person Training

   i. Fall Protection Plan

   j. Hoisting and Rigging Plan

   k. Designated Authorized Person

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

4. Safety Data Sheets (SDSs) must be maintained by the contractor at the job site. SDSs for all products and materials to be used on the project must be obtained by the contractor’s bulletin board accessible to all workers on the job site. In addition, all SDSs must be submitted to the appropriate ES&H or Job Safety Analysis.

5. Pressure vessel 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 commencement of work.

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

G. Variations

Requests for exceptions to Laboratory environment, health, and safety requirements; contractors’ approved temporary locks and tags; and any other deviation from this protocol must be approved in writing by the Laboratory. Exceptions shall not be implemented without approval by the Laboratory.

H. ES&H Oversight Authority

1. All contractor personnel are to attend ES&H orientation prior to 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.

2. The CSO lasts approximately one and one-half hours. This orientation is required on an annual basis. On completion of the orientation, each employee shall receive a wallet card that must be presented to Laboratory personnel on request. On completion of the orientation, a gala card will be provided by the Laboratory, and a copy of the orientation information must be made available for jotted-up evaluation of the work 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.

I. Equipment and Tool Inspection

All tools and equipment brought on site by contractors and subcontractors will be inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use on site. Failure to present tools/equipment to be used on the site for inspection and/or fail to meet the acceptance criteria may result in immediate on-site removal from the site.
b. Meeting minutes or discussion topics must be posted on the contractor’s bulletin board for a period of one month. Minutes should include the date, person holding the meeting, subject covered, and signatures of attendees.

c. The use of explosives is prohibited without written approval from the Laboratory. The employee will be suspended for three working days. The contractor’s employee will be required to return their Argonne gate pass and Construction Safety Orientation card to the Laboratory, and the contractor employee’s access to the Laboratory will be suspended for three working days. The contractor’s management will be notified of this suspension. The Laboratory’s Patient Resource Group, in returning to work at the Laboratory, the employee will be required to attend the Contractor Safety Orientation. In addition, contractor management and the contractor employee will be required to attend a meeting with Laboratory representatives prior to the employee being permitted access to the Laboratory.

Stage 5 (Subsequent Safety Violations)

A subsequent documented safety violation of any nature will be cause to suspend the contractor employee for two weeks. Additional safety violations will be cause to suspend the contractor for three working days. The contractor’s management will be informed by the Laboratory of the contractor’s performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. If it is determined that the contractor has failed to implement its approved ES&H program and the contractor has shown negligence in enforcing ES&H compliance on the Laboratory site, the contractor will be removed from the approved ES&H representative capacity until reinstated. The contractor’s management will be notified that the contractor’s ES&H program and the contractor’s performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors will be used to determine the contractor’s ES&H representative capacity.

Stage 6 (Suspension)

A subsequent documented safety violation of any nature will be cause to suspend the contractor employee for two weeks. Additional safety violations will be cause to suspend the contractor employee for three working days. The contractor’s management will be informed by the Laboratory of the contractor’s performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. If it is determined that the contractor has failed to implement its approved ES&H program and the contractor has shown negligence in enforcing ES&H compliance on the Laboratory site, the contractor will be removed from the approved ES&H representative capacity until reinstated. The contractor’s management will be notified that the contractor’s ES&H program and the contractor’s performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors will be used to determine the contractor’s ES&H representative capacity.

A contractor’s ES&H performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor’s performance, misconduct, negligence, and safety violations by both its employees and all of its subcontractors. If it is determined that the contractor is not in compliance with the Laboratory’s approved ES&H program and the contractor has shown negligence in enforcing ES&H compliance on the Laboratory site, the contractor will be removed from the approved ES&H representative capacity and not be allowed to continue in the ES&H representative capacity until reinstated.

Chapter 9

Drug-Free Workplace

It is the Laboratory’s policy to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of any controlled substances is prohibited on the Laboratory site. Also, contractor employees are prohibited from consuming alcohol at any time during work at the Laboratory. Contractors and subcontractor employees who violate this policy will be subject to disciplinary action, including discharge.

Under prevailing law, the contractor shall not employ at Argonne National Laboratory of the contractor’s performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. If it is determined that the contractor’s ES&H representative capacity. The contractor’s management will be notified that the contractor’s ES&H program and the contractor’s performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors will be used to determine the contractor’s ES&H representative capacity.

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66. MATERIAL AND WORKMANSHIP (MAR 2003)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be of the same quality and of the most suitable grade of materials to be used in such equipment, material, or articles as specifically provided in this contract. To the maximum extent practicable the contractor shall use recycled products in the performance of this contract. The EPA Comprehensive Procurement Guidelines identifies products made of recycled material pursuant to 40 C.F.R. Part 247. The contractor shall flow this requirement down to its lower tiered subcontractors. In the event a contractor or subcontractor is unable to procure such products because the product is not available: 1) within a reasonable time, or 2) at a reasonable price, the contractor shall offer the Laboratory a technically acceptable alternative. If the contractor, or its subcontractors, the contractor shall defray the expenses of the examination and of any material or articles which the contractor contemplates incorporating into the work. When requesting approval, the contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, articles that do not have the required approval shall be installed or used at the contractor's expense, with all shipping charges prepaid. When required by this contract, the contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, articles that do not have the required approval shall be installed or used at the contractor's expense, with all shipping charges prepaid.

(b) The contractor shall perform the examination and reconstruction, including the work performed by the contractor, at its own expense, unless otherwise specifically provided in this contract. The contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, articles that do not have the required approval shall be installed or used at the contractor's expense, with all shipping charges prepaid.

67. MINIMUM WAGES UNDER EXECUTIVE ORDER 13568 (DEC 2014)

(1) The Contractor shall make and maintain records, for three years after completion of the work, concerning each worker employed on the work, containing the following information for each worker: (i) Name, address, and social security number; (ii) The worker’s occupation(s) or classification(s); (iii) The rate or rates of wages paid; (iv) The number of daily and weekly hours worked by each worker; (v) Whether the wage payment or payments were on a piece or other than an hourly basis; (vi) Total wages paid. The Contractor shall forward to the Administrator any records pursuant to paragraph (e)(1) of this clause for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request for any other person who was or is a citizen of the United States and who was or is employed by the Contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. The Contractor shall make and shall maintain, for three years after completion of the work, concerning each worker employed on the work, containing the following information for each worker:

(i) Name, address, and social security number;
(ii) The worker’s occupation(s) or classification(s);
(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;
(v) Any deductions made;
(vi) Any payments made in lieu of wages;
(vii) Total wages paid.

The Contractor shall make and shall maintain, for three years after completion of the work, concerning each worker employed on the work, containing the following information for each worker:

(i) Name, address, and social security number;
(ii) The worker’s occupation(s) or classification(s);
(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;
(v) Any deductions made;
(vi) Any payments made in lieu of wages;
(vii) Total wages paid.

The Contractor shall make the records described above available for a period of three years to the Administrator, his authorized representatives, or any person who was or is a citizen of the United States and who was or is employed by the Contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(f) The contractor shall, without charge, replace or correct work found by the Laboratory not to conform to contract requirements, unless in the public interest the Laboratory consents to accept the work with an appropriate adjustment in contract price. The contractor shall promptly segregate and remove material from the premises. The contractor may not promptly or correctly reject work, the Laboratory may be charged to the contractor the reasonable cost of removing and correcting the work. The contractor shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that is nonconforming in any material respect due to the fault of the contractor or its subcontractors. The contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, articles which the contractor contemplates incorporating into the work. When requesting approval, the contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, articles that do not have the required approval shall be installed or used at the contractor's expense, with all shipping charges prepaid. When required by this contract, the contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

All work under this contract shall be performed in a skillful and workmanlike manner. The Laboratory may require, in writing, that the contractor remove from the work any employee the Laboratory deems incompetent, careless, or otherwise objectionable.
The Contractor shall undertake or award other contracts for additional work at or near the site of the work under this contract. The contractor shall fully cooperate with the other contractors and shall protect ... in any other manner discriminate against any employee because such worker filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the provisions of this clause and may be held liable for unpaid wages due to such contractor.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (a) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Act, the Labor Standards statute or the Wage Rate Determination (Construction) statute, and are to be performed in whole or in part in the United States.

68. NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS.

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request in detail to the Contracting Officer in time to allow a determination before offers are due. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bid or request for proposals;

(ii) May be accepted if revised during negotiations.

69. OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents and harmless from liability of any nature occasioned by the Contractor’s performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. The work shall conform to the standards established by the Contracting Officer and shall be abandoned and need operated.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only establishments of the contractor, or his or her agent or her agent who pays or supervises the payment of the persons employed under the contract shall certify that—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full amount due him or her at the end of the payroll period, including any money due him or her under the overtime pay provisions of the FLSA, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3, and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(2) Each payroll shall be accompanied by a “Statement of Compliance,” signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract.

3. The weekly submission of a properly executed certification set forth on the reverse side of Option Formal WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor to criminal prosecution. The contractor shall either be subject to civil penalties or contract termination in accordance with Section 1001 of Title 18 and Section 3732 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or audit of compliance with prevailing wage requirements. The record shall be maintained for 3 years after the completion of the work. The Government has not yet determined an exception applies.

70. OTHER CONTRACTS (APR 1984)

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

71. PAYROLLS AND BASIC RECORDS (MAY 2014)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her address at home, the number and kind of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor becomes under paragraph (d) of this clause of the Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits described in paragraph (c) of this clause.

(b) The Contractor shall maintain records which show that the contractor to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been approved in writing to the laborers and mechanics affected, and records which show which costs anticipated in providing benefits described in paragraph (c) of this clause of the Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits described in paragraph (c) of this clause of the Construction Wage Rate Requirements.

(c) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Laboratory. The payrolls submitted shall be correct and complete in all the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 shall be used for this purpose. Completed copies of such form shall be forwarded to the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Laboratory, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor in order to obtain commission to the Laboratory.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify that—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full amount due him or her at the end of the payroll period, including any money due him or her under the overtime pay provisions of the FLSA, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3, and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

72. PERMITS AND RESPONSIBILITIES (NOV 1991)

The contractor shall, without additional expense to the Laboratory, be responsible for obtaining any necessary licenses, permits, and for filing, and for paying, all Federal, State, and municipal taxes, and, if required, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which may not be removed and which do not affect the work, and shall not cause any damage to those facilities, including those that are the property of a third party, resulting from the execution of the work, vehicles shall not be loaded beyond the loading capacity of the Contractor shall repair or pay for the repair of any damage promptly, the Contracting Officer may have the necessary work performed and charged to the contractor. An offeror requesting a determination of inapplicability shall prepare a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bid or request for proposals;

(ii) May be accepted if revised during negotiations.

74. 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 of the construction project and incorporated into the building or work. This term also includes any item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio or visual communications apparatus incorporated into a building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of whether or how the individual parts or components of these systems were made.

“Domestic construction material” means the following—

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

(ii) A manufactured construction material that is manufactured in the United States.

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

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

“Steel means an iron-base alloy of not less than 95 percent iron, between 0.2 and 0.2 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—

(i) Processed into a specific form and shape; or
Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic requirement.

(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 domestic construction material shall be used 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, as excepted in paragraph (b)(3) and (b)(4) of this clause.

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

Contracting Officer to list applicable exceptions or material and indicate "none".

The Contractor 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 domestice construction material is unreasonable;

(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 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 and of a quality suitable for use;

(iii) The application of the restriction under 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 unmanufacturer construction material would be impracticable or inconsistent with the public interest.

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

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

(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;

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

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

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

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

(5) If the Government determines after contract award 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 Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Cost (Dollars)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1: Foreign construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 2: Foreign construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Data not provided, as indicated by "*"

| [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

SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The contractor shall, within five (5) business days after the work commences on the contract or another period of time determined by the Laboratory, prepare and submit to the Laboratory a complete set of drawings for completion of a project. A complete set of drawings shall be in the form of the drawings that the contractor submitted for approval prior to the date of performance. If the contractor shall submit a schedule with the time prescribed, the Laboratory may withhold approval of progress payments until the contractor submits the required schedule.

(b) The contractor shall enter the actual progress on the chart as directed by the Laboratory, and upon doing so shall immediately deliver three copies of the annotated schedule to the Laboratory. If in the opinion of the Laboratory the contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit an appropriate request for additional time, or for additional work, or to otherwise perform the work within the time specified in the contract. Upon making this determination, the Laboratory may terminate the contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The contractor shall have taken steps reasonably necessary to ascertain the nature of the subsurface conditions at the site, including geological and topographical conditions, and to prepare a geological and topographical survey of the site. The contractor shall make a complete survey of the subsurface conditions at the site, including geological and topographical conditions, and shall prepare a geological and topographical survey of the site.

(b) In the event that the contractor fails to perform the work as required, the Laboratory shall be entitled to perform the work, and shall be reimbursed by the contractor for the reasonable cost of such performance, including any cost of additional work not required by the terms of this contract.

SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(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/or 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 discrepancy between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Laboratory, who shall promptly make a determination in writing. Any adjustment by the contractor with respect to such determination shall be at its own cost and expense.

(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 can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
78. 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 contractor subcontractor on a particular building or work at the site thereof, including work done without limitation—

1. Altering, remodeling, installation (if appropriate) on the site of the work of items labored-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 within the meaning of paragraphs (a)(1)(i) and (i) of the “site of the work” as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(3) of the FAR clause at 52.222-6, in the “site of the work” definition);
5. Transportation of materials or supplies between the site of the work or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(2) of the “site of the work” definition; and
6. The Contractor shall insert in all subcontracts for construction, alterations and repairs within the United States the clauses cited in paragraph (b) of this clause.

(b) The Contractor shall insert in all subcontracts for construction, alterations and repairs within the United States the clauses cited in paragraph (b) of this clause.

7. Compliance with Domestic Concern (joint and several) and/or Subcontractor’s Procurement/Compliance Plan.
8. Compliance with Domestic Concern (joint and several) and/or Subcontractor’s Procurement/Compliance Plan.
9. Compliance with Domestic Concern (joint and several) and/or Subcontractor’s Procurement/Compliance Plan.
10. Compliance with Domestic Concern (joint and several) and/or Subcontractor’s Procurement/Compliance Plan.

79. SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

80. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, or 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, unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective and/or undersold; materials that are provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure. The laboratory shall have the right to take possession of or use any completed or partially completed work of items not in strict compliance with contract requirements, or the contractor shall notify the Laboratory in writing of the act or failure to act before the contractor shall have notified the Laboratory in writing of the act or failure to act.

81. SUSPENSION OF WORK (APR 1984)

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

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

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

82. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or practical. (Note: VCSs are defined as standards developed and adopted by voluntary consensus standards bodies, both domestic and international.)
3. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
4. Provide for review and public comment for those DOE Technical Standards that the Contractor is developing, and coordinate with DOE headquarters to ensure the contractor’s compliance with these requirements.

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

(a) The Laboratory shall have the right to take possession of or use any completed or partially completed part of the work. Before doing any work, the Laboratory shall furnish the contractor a list of issues of work remaining to be performed or completed on those items or portions thereof where the possession of or use. However, failure of the Laboratory to list any item of work shall not relieve the contractor of responsibility for complying with the terms of the contract. The Laboratory’s possession or use shall not be deemed to affect the contract.

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

84. WARRANTY OF CONSTRUCTION (APR 1984)

(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 of design furnished by the Laboratory nor for the repair of any damage that results from any defect in materials furnished, or workmanship performed by the contractor or any subcontractor or supplier at any tier.

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

(c) The contractor shall remedy at the contractor’s expense any failure to comply, or any defect in addition to the foregoing, the contractor shall pay the Government-owned or Laboratory-controlled real or personal property, when that damage is the result of—

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

(d) The contractor shall issue and/or retain the items and documentation necessary to provide notice of any defect, damage, or failure.

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

(f) With respect to 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;
3. Enforce all warranties for the benefit of the Laboratory, if directed by the Laboratory.

5. Energy Consuming Products

When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify and deliver Energy Star® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Star® Program Standards. The contractor shall comply with all program standards, which are such a designation are available and that are life cycle cost effective and meet applicable performance standards. Information about these products is available for Energy Star® at http://www.energystar.gov/products/refer/government/energyconsumptivequipmenteep_requirements.cfm.

Refrigeration Equipment and Air Conditioners: when the contract requires refrigeration equipment or chillers the contractor shall comply with requirements 608 and 609 of the Clean Air Act (40USC 7671 and 7670).

When the contract requires the specification of delivery of imaging equipment (i.e. copiers, digital duplicators, facsimile machines, multifunction devices, printers, scanners, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2012), and FAR 52.223-14, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2012) shall apply.

When the contract requires the specification of delivery of televisions, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) shall apply, or it’s Alternate I.

When the contract calls for the specification of delivery of personal computer products, the clause at FAR 52.223-15, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) shall apply. In the event the contractor’s warranty under paragraph (b) of this clause has expired, the laboratory may bring suit in its own name to enforce a subcontractor’s, manufacturer’s, or supplier’s warranty.

Unjustified defect 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 for the repair of any damage that results from any defect in Laborator Framed material or design furnished by the Laboratory.

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.

85. WITHHOLDING OF FUNDS (MAY 2014)

The Laboratory Procurement Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld any part of the amount due under this contract to offset any deficiency in the labor or wage payments made by the Contractor, or any other federally funded or sole-source contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trained, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,
trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Laboratory Procurement Official may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Section III - Argonne National Laboratory Requirements

86. APPLICABLE LAW (OCT 1999)
   To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.

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

88. LIMITATIONS PERIOD (MAY 2001)
   Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be identified in writing to the Laboratory Procurement Official. Such written notification must be received by the Laboratory Procurement Official within two (2) years (unless an earlier period is stated elsewhere in the contract) after the completion of work under the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

89. NON-WAIVER OF DEFAULTS (OCT 1999)
   Any failure by the Laboratory at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, nor the right of the Laboratory at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

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

91. REPORTS (OCT 1997)
   The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the Laboratory. All reports delivered to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

92. VEHICLE LIABILITY INSURANCE COVERAGE (MAY 2001)
   In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized by the contractor during the course of work under this contract, contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.
# Suspect/Counterfeit Bolt Headmark List

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

All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers' headmarks:

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

Grade 5 fasteners with the following manufacturers' headmarks:

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

Grade 8 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Siyobo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasoo (CA, TW, JP, and YU)</td>
</tr>
<tr>
<td>E</td>
<td>Daiel (JP)</td>
</tr>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyohei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
</tbody>
</table>

Grade 8.2 fastener with the following headmark:

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

Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

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

Headmarkings are usually raised – sometimes indented.

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

Policy:

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

DOE Contractors:

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

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

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

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

Employees:

DOE contractor employees have the right to:

1. accompany DOE worker protection personnel during workplace inspections;
2. participate in the activities provided for in DOE O 440.1A, Attachment 2, at official time;
3. express concerns related to worker protection;
4. decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an involved risk of death or serious bodily harm to that individual, coupled with a reasonable belief that there is insufficient time to seek effective redress through the normal hazard reporting and abatement procedures established in accordance with the requirements herein;
5. have access to DOE worker protection publications, DOE-preserved standards, and the organization’s own worker protection standards or procedures applicable to the workplace;
6. observe monitoring or measuring of hazardous agents and have access to the results of exposure monitoring;
7. be notified when monitoring results indicate they were exposed to hazardous materials; and
8. receive results of inspections and incident investigations upon request.

Inspections:

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

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

Concerns:

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

Imminent Danger:

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

Nondiscrimination:

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

It is the policy of DOE that employees of contractors at DOE facilities should be able to provide information to DOE, to Congress, or to their contractors concerning violations of law, danger to health and safety, or matters involving mismanagement, gross waste of funds, or abuse of authority, to participate in proceedings conducted before Congress pursuant to that 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:

Chicag Office

(DOE Office)

Attn: Employee Concerns Manager

9800 S. Cass Avenue

(P.O. Box or Street Address)

Lemont, IL 60439

City, State and Zip Code

Posting Requirements:

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