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

1. Displaced Employee Hiring Preference (Jun 1997) .............. 2
2. Covenant Against Contingent Fees (Apr 1984) .................. 2
3. Equal Opportunity (Mar 2007) ........................................... 2
4. Employment Reports Veterans (Sept 2010) ....................... 2
5. Equal Opportunity For Veterans (Sept 2010) ................... 2
6. Notification Of Employee Rights Under Federal Labor Laws -
   Executive Order 13496: (Apr2010).................................. 3
   Relations Act (Dec 2010).................................................. 3
8. Employment Eligibility Verification (Aug 2013).................. 3
9. Affirmative Action For Workers With Disabilities (Oct 2010) 4
10. Information Technology Acquisitions (March 2009) .......... 4
11. Security (Oct 2013) (Deviation)................................. 4
12. Classification/Declassification (Sep 1997) ......................... 5
13. Clean Air And Water (Apr 1984) ..................................... 5
16. Efficiency In Energy-Consuming Products (Dec 2007) .... 6
17. Preference For U.S. Flag Air Carriers (Jun 2003) .......... 6
18. Preference For Privately Owned U.S. – Flag Commercial
    Vessels (Feb 2006) ..................................................... 6
19. Applicable Law (Oct 1999) ............................................. 6
20. Small Business Subcontracting Plan (Jan 2011) ............... 6
21. Utilization Of Small Business Concerns (Jan 2011) ......... 8
22. Providing Accelerated Payments To Small Business
    Subcontractors (Dec 2013) ................... ...................... 8
23. Termination For Convenience Of The Laboratory (Oct 1999) 8
24. Reports (Oct 1999) ..................................................... 8
25. Subcontractor Cost Or Pricing Data (Oct 2010) ............. 8
26. Subcontractor Cost Or Pricing Data—Modifications
    (Oct 2010) .............................................................. 8
27. Price Reduction For Defective Certified Cost Or Pricing Data
    (Aug 2011) .............................................................. 8
28. Price Reduction For Defective Certified Cost Or Pricing
    Data—Modifications (Aug 2011) .................................. 9
29. Responsibility Of The Architect-Engineer Contractor (Oct
    1999) ....................................................................... 9
30. Design Within Funding Limitations (Oct 1999) ............. 9
32. Requirements For Registration Of Designers (June 2003) ... 9
33. Key Personnel (Dec 2000) ........................................... 9
34. Inspection (Oct 1999) ................................................ 9
35. Changes--Fixed Price (Oct 1999) ................................ 9
36. Suspension Of Work (Oct 1999) .................................... 10
37. Assignment And Subcontracting (Oct 1999) .................. 10
38. Subcontracts For Commercial Items (Jul 2013) ............. 10
    Compensation (Jul 2005) ............................................. 10
40. Permits Or Licenses (Oct 1999) ..................................... 10
41. Federal, State, And Local Taxes (Apr 2003) ................... 10
42. Termination (Fixed-Price Architect-Engineer) (Apr 1984) ... 10
43. Anti-Kickback Procedures (Oct 2010) ......................... 10
44. Restriction On Certain Foreign Purchases (Jun 2008) ....... 11
45. Restrictions On Subcontractor Sales To The Government
    (Sep 2006) – Applicable To Contracts Which Exceed
    $100,000 ................................................................. 11
46. Limitation On Payments To Influence Certain Federal
    Transactions (Oct 2010) ............................................. 11
47. Payments Under Fixed-Price Architect-Engineer Contracts
    (Apr 2010) ............................................................. 12
48. Bankruptcy (Jul 1995) ............................................... 12
49. Prohibition Of Segregated Facilities (Feb 1999) ............. 12
50. Accounts, Records, And Inspection (Dec 2010) ............. 12
51. Whistleblower Protection For Contractor Employees (Dec
    2000) ..................................................................... 12
52. Contractor Employee Whistleblower Rights And Requirement
    To Inform Employees Of Whistleblower Rights (Sept 2013) 12
53. Protection For Contractor Employees (Dec 2000) .......... 12
54. Protecting The Government’s Interest When Subcontracting
    With Contractors Debarred, Suspended, Or Proposed For
    Debarment (Dec 2010) ................................................. 12
55. Combating Trafficking In Persons (Feb 2009) ................. 12
56. Laboratory Site Access And /Or Participation In Activities By
    Non-U.S. Nationals (Dec 2004) .................................. 13
58. Export Control Information For Foreign Travel (Nov 2002). 13
59. Conflicts Of Documentation (May 2001) ........................ 13
60. Rights To Proposal Data (May 2001) ............................. 13
61. Environmental Protection (May 2001) ........................... 13
63. Limitations Period (May 2001) ..................................... 13
64. Vehicle Liability Insurance Coverage (August 2001) ...... 13
65. Encouraging Contractor Policies To Ban Text Messaging While
    Driving (Aug 2011) .................................................. 13
66. Integration Clause (May 2001) ....................................... 14
67. Technical Standards Program (Feb 2011) ..................... 14
68. Suspect Counterfeit Parts (Dec 2007) ........................... 14
1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
(a) Applicability.
This clause applies to all contracts (except for commercial items) in excess of $500,000.
(b) Definition.
1. "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, held by an employee who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (2) who is qualified for a particular position provided to eligible displaced employees under a contract with respect to work under its contract with the Department at the time the position was available.
2. "Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a reinstatement in hiring for an eligible employee to work in the same work force area as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
(d) Notwithstanding the provisions of this paragraph, disputes related to this clause will be governed by the procedures in 41 CFR 60-1.1.

4. EMPLOYMENT REPORTS (SEPT 2010)
(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "recently separated veteran," "protected veteran," and "national emergency" mean the same as in Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
(1) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor, 41 CFR 60-1.1.
(11) The Contractor shall take such action with respect to any subcontract or purchase order in which it has no direct line of authority as a means of enforcing the terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved with its principal, or vessel, or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
(d) Notwithstanding the provisions of this paragraph, disputes related to this clause will be governed by the procedures in 41 CFR 60-1.1.

2. COVENANT AGAINST CONTINGENT FEES (APR 1984)
(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain Government contracts or contracts through improper influence. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor, subcontractor, or supplier, nor proposes to exert improper influence to solicit or obtain Government contracts or contracts through improper influence.
(b) As used in this clause, means a person, employed by and under the supervision and control of the contractor, nor requires the contractor to file a report with the contractor. "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success of the person or concession or the sale of a Government contract.
"Imperfect influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

3. EQUAL OPPORTUNITY (MAR 2007)
(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and the Trust Territory.
(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded a non-Federal contract or contracts that total an aggregate value in excess of $30,000, the Contractor shall comply with this paragraph, except for work performed outside the United States by employees who are not U.S. citizens.
(2) For Federal contracts, the Contractor shall provide information necessary to determine the applicability of this clause.
(b) 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.
(c) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. "Position that will be filled from within the Contractor's organization" means employment with a contractor, subcontractor, or supplier, not being a solicitation for employment.
(d) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This clause shall be binding upon each subcontractor or vendor.
(e) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
(f) The Contractor shall post in conspicuous places accessible to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
(g) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that no person or agency has been employed or retained to solicit or obtain Government contracts or contracts through improper influence.
(h) The Contractor shall comply with Executive Order 12146, as amended, and rules, regulations, and orders of the Secretary of Labor.
(i) The Contractor shall furnish to the contracting agency all information required by Executive Order 12146, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also provide the OFCCP (or its successor in the event of a change in the OFCCP).
(j) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other materials that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 12146, as amended, and rules and regulations that implement the Executive Order.
(k) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended as a result of such determination, or if the Contractor is ineligible for further Government contracts, under the procedures authorized in Executive Order 12146, as amended. In addition, sanctions may be imposed and remedies invoked against any principal, or vessel, or vendor as provided in Executive Order 12146, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
(i) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoffs, termination, right of return from layoff and rehiring.

(ii) Rate of pay or any other form of compensation and changes in compensation.

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

(iv) Leaves of absence, sick leave, or other leave.

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

(vi) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(vii) Assistance provided by the Contractor including social or recreational programs.

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

The Contractor shall comply with the requirements of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4212, 4221).

The Department of Labor's regulations require contractors with 50 or more employees and a contract of $50,000 or more to have an affirmative action program for Federal contractors. See 41 CFR Part 60-250. See any field office of the Office of Federal Contract Compliance Programs for enforcement.

This subsection applies to contracts equal to or greater than $10,000.

(f) Subcontracts.

Applica tions for subcontracts valued at $10,000 or more may include procurement systems, such as E-Verify, which is a Federal mandate under Executive Order 13496 Notice of Employee Rights, in Adobe Reader (.pdf) format, can be obtained from the Division of Interpretations and Standards, Office of Labor Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5009, Washington, DC 20210, (202) 693-1012, or from any field office of the Office of Labor Management Standards.

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

In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (e) of this clause, this contract may be terminated in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 4.08. The contractor shall also be required to provide the Department of Labor's employee rights notice as a condition for the suspension or debarment.

Subcontractors. The Contractor shall require written agreements that subcontractors comply with the requirements of this clause. The Contractor shall also require subcontractors to provide the employee notice in accordance with the requirements of this clause. The Contractor shall require that subcontractors notify employees in accordance with the requirements of this clause. The Contractor shall also require subcontractors to provide the employee notice in accordance with the requirements of this clause.

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

(Applies to contracts equal to or greater than $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary Federal labor relations statute. NLRA requires Federal contractors and subcontractors to post the prescribed employee notice conspicuously in plants and offices where such notices are customarily posted.

Subcontracts. The Contractor shall require written agreements that subcontractors comply with the requirements of this clause. The Contractor shall also require subcontractors to provide the employee notice in accordance with the requirements of this clause. The Contractor shall require that subcontractors notify employees in accordance with the requirements of this clause. The Contractor shall also require subcontractors to provide the employee notice in accordance with the requirements of this clause.

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

Applies to contracts equal to or greater than $10,000 in value.

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including places where employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.22 and/or 471.24.

(i) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(ii) If the Contractor customarily posts notices to employees electronically, then the Contractor shall post the required notice prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees. The Contractor shall maintain a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department’s Web site, as referenced in subsection (b)(3) of this section, must read, “Important Notice to Employees Relating to Rights and Remedies Under The NLRA”. The Contractor shall maintain the link on its Web site for no less than 30 days after the date of notice.

(b) This subsection applies to contracts equal to or greater than $10,000.

(i) Obtained from the Division of Interpretations and Standards, Office of Labor Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5009, Washington, DC 20210, (202) 693-1112, or from any field office of the Office of Labor Management Standards.

(ii) Provided by the Federal contracting agency if requested.


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

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

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
9. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

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

(a) General

(1) 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 handicap, or for failure to make reasonable accommodation to a known physical or mental handicap, unless such accommodation would impose undue hardship on the Contractor, including, but not limited to, hardship that would require significant expenditures of resources that are disproportionate to the financial or other resources of the Contractor.

(b) Postings

(1) The Contractor agrees to post notices stating—(i) the Contractor’s obligation under the law to provide equal employment opportunity and advancement; (ii) the Contractor’s procedures for processing complaints of discrimination; (iii) the address for filing complaints; (iv) the name, title, business address, and telephone number of the individual designated to receive complaints; and (v) the name, title, business address, and telephone number of the individual designated to handle inquiries regarding the Contractor’s procedures for processing complaints.

(c) Subcontracts

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

10. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

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

11. SECURITY (OCT 2013) (DEVIATION)

Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property, and to comply with all DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material, and special nuclear material) which are in the contractor’s possession or control under the contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee who is selected for a position requiring access authorization) until an access authorization has been granted.

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

(ii) Subcontracts. The Contractor shall subscribe to the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires. The Contractor shall follow the appropriate verification requirements at (i) or (ii) [or both] respectively, except that the requirement for verification of classified employment qualification for any employee assigned to the contract, whether existing employees or new hires.
governing the processing and privacy of an individual’s information collected during the review.

Criminal liability. It is understood that disclosure of any classified information relating to the work or services of DOE personnel, or their descendants or assigns, constitutes a criminal offense under the laws of the United States (see the Atomic Energy Act of 1946, 42 U.S.C. secs. 18 U.S.C. 793 and 794). Contractors are encouraged to submit this information through the use of the online tool at https://foci.td.anl.gov. When completed the Contractor must print and sign one copy of the SF-328 and submit it to the Contracting Officer.

Foreign Ownership, Control, or Influence.

The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence on the Contractor which may build any foreign entities present in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed by the contractor. Any request for changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall be furnished concurrently to the Contracting Officer.

Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to protective applicants that reviews for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal Employment Security and Privacy of an individual’s information.

12. 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 covered by a classification and declassification guidance furnished to the contractor by the Department of Energy, as appropriate in accordance with the National Information and classification policy and procedures, which may contain authoritative information, a professional classification and declassification guidance furnished to the contractor by the Department of Energy, or declassified; 42 U.S.C. 1771, 7389 (limited to facilities primarily engaged in solvent recovery services or related operations).

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

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted by the Atomic Energy Act of 1945.

14. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

Toxic Chemical Release Reporting (Form R) —

1. The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.55.

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

3. The facility does not meet the reporting thresholds of toxic chemicals established under section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A) from 40 CFR 372.65, provided an appropriate certification form has been filed with the appropriate EPA.

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

(a) Major group code 10 (Air or Executive Order 11295 or prior Executive Orders).

(b) Group code 12 (except 1241).

(c) Group code 20 through 39.

(d) Industry groups 4911, 4931, and 4939 (limited to facilities that combat coal and/or oil for the purpose of generating power for distribution in commerce). Industry groups regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 9621, et seq.), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services or related operations).

5. The facility is not located in the United States or its outlying areas.

(c) if the Contractor has no toxic chemical manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.55.

15. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

For competitive subcontractors expected to exceed $100,000 (including all options), include a solicitation of the 40 CFR 870.104(a) to the lowest bidders to present 40 CFR 22.12, 13, Certification of Toxic Chemical Release Reporting; and

15. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative and the Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall —

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the previous calendar year; and

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

(b) The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See DAR 250.0(c).
16. EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

“Energy-efficient product” means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Energy Star Program.

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government;

(4) Furnished in the design of a building or work, or incorporated during its construction, renovation, or maintenance; or

(5) Acquired with advance of funds, loans, or guaranties made by or on behalf of the Government.

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

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

(2) Otherwise approved in writing by the Contracting Officer;

(3) Furnished for the account of a foreign nation in connection with which the United States Government has or is engaged in a military operation; (General) and the Contractor is reselling or distributing to the United States Government (i.e., ENERGY STAR® or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government;

(4) Furnished in the design of a building or work, or incorporated during its construction, renovation, or maintenance; or

(5) Acquired with advance of funds, loans, or guaranties made by or on behalf of the Government.

(d) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government;

(4) Furnished in the design of a building or work, or incorporated during its construction, renovation, or maintenance; or

(5) Acquired with advance of funds, loans, or guaranties made by or on behalf of the Government.

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

(1) Ocean transportation between foreign countries of supplies purchased with foreign currency financial assistance; (General) and the Contractor is reselling or distributing to the United States Government (i.e., ENERGY STAR® or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government;

(4) Furnished in the design of a building or work, or incorporated during its construction, renovation, or maintenance; or

(5) Acquired with advance of funds, loans, or guaranties made by or on behalf of the Government.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates.
B. If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total 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 prime Contractor and the ANC or Indian tribe 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 Contracting Officer shall award the subcontract to the ANC or the Indian tribe will be considered the designated Contractor.

2. A 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 project-related subcontracted activities for the purpose of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small business, small disadvantaged, and women-owned 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;
   vi. Women-owned small business concerns.

3. A description of the principal types of supplies and services to be subcontracted, and the identification of the types planned for subcontracting to—
   i. Small business concerns,
   ii. Veteran-owned small business concerns,
   iii. Service-disabled veteran-owned small business concerns;
   iv. HUBZone small business concerns;
   v. Small disadvantaged business concerns;
   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 prime Contractor’s database of subcontractor concerns, the System for Award Management (SAM), veteran service organizations, the National Minority Purchasing Council, Small Business Development Centers, Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on 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) or its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
   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 (including ANC and Indian tribes); and
   vi. Women-owned small business concerns.

7. The name of the individual employee of 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 make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns are given an equitable opportunity to compete for subcontracts.

9. 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 $650,000 ($1.5 million for commercial items) to prepare a subcontracting plan. The subcontracting plan must be submitted to the Contracting Officer; and

10. Assurances that the offeror will—
    a. Cooperate in any studies or surveys as may be required;
    b. Submit periodic reports so that the Government can determine the extent of compliance of the offeror with the subcontracting plan and a description of the duties of the individual.

11. Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontract Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small businesses, including ANCs and Indian tribes that are not small businesses), veteran-owned small businesses, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations.

12. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR to the Government.

13. Provide its prime contract number, its DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISR, to its subcontractors, expressing subcontracting plans.

14. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals of the subcontracting plan, including estimating source lists, a description of the offeror’s efforts to solicit small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):—
   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.

15. Organizations contracted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

16. Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—
   a. Whether small business concerns were solicited and if not, why not;
   b. Whether veteran-owned small business concerns were solicited and if not, why not;
   c. Whether service-disabled veteran-owned small business concerns were solicited and if not, why not;
   d. Whether HUBZone small business concerns were solicited and if, not why not;
   e. Whether small disadvantaged business concerns were solicited and if not, why not;
   f. Whether women-owned small business concerns were solicited and if not, why not; and
   g. If applicable, the reason the award was not made to a small business concern.

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

18. General guidance and encouragement provided to buyers through—
   i. Workshops, seminars, training, etc.; and
   ii. Monitoring performance to evaluate compliance with the program’s requirements.

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

In order to effectively implement this plan to the extent consistent with efficient contract administration—

1. Assist small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business subcontractors.

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

3. Provide adequate information and assistance and marketing opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as such by accessing the Central Contractor Registration (SAM) database or by contacting SBA.

5. Provide timely notice of veteran-owned small businesses, HUBZone small business, small disadvantaged business, and women-owned small business firms to the offeror’s total projected sales, expressed in dollars, and the total value of the subcontract toward its goals, the ANC or Indian tribe shall designate the subcontractor with subcontracting plans.

6. For all competitive solicitations over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISR, to the Government.

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

8. The offeror shall—

   a. Prepare each master plan starting no later than the date the offeror received notice of its prime contract award data reported by prime Contractors and subcontractors shall be limited to the total value of the subcontract.

9. For the purpose of obtaining a subcontract that is to be awarded to a subcontractor that is part of or all of a subcontractor’s plan.

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

11. Prior completion of contracts under other such subcontracting plans under previous contracts as were considered by the Contracting Officer; shall be taken into account in determining the responsibility of the offeror for award of the contract.

12. A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontracting plan.

13. Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Item subcontract subject to the clause at 52.224-4, Subcontracts for Commercial Items, under a prime contract.

14. 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.

15. The Contractor shall provide the subcontractor with the subcontractor with the eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to data needed to determine their performance (e.g., records being used for award evaluations by tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory
authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

1.  SSR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

   (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the "Service-disabled veteran-owned small business concern”—

   (1) Veterans owned small business concerns, and women-owned small business concerns.

   (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

   (3) "Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act or the awarding agency of the United States as may be necessary.

   (4) "Veteran-owned small business concern" means a small business concern—

      (a) That is at least 51 percent owned by one or more veterans; and/or

      (b) Whose management and daily business operations are controlled by one or more veterans.

   (c) "Service-disabled veteran-owned small business concern” means a small business concern—

      (1) That is at least 51 percent owned by one or more veterans, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more veterans; and/or

      (2) Whose management and daily business operations are controlled by one or more veterans.

   (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract plan containing an individual subcontract plan.

   (e) It is identified, on the date of its representation, as a certified small disadvantaged business in (SAM), or

   (f) It represents that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

2.  SSR.

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

      (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-1 (c);

      (2) Be limited to such modifications.

   (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the "Service-disabled veteran-owned small business concern”—

      (1) That is at least 51 percent owned by one or more veterans, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more veterans; and/or

      (2) Whose management and daily business operations are controlled by one or more veterans.

   (c) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing (SAM) or by contacting the SBA. Options for contacting the SBA include—

      (i) HUBZone small business application web page at http://sdb.sba.gov/sdb/search/sdbsearch?db_id=; or

      (ii) Writing to the Director/HUB. U.S. Small Business Administration, 409 3rd Street, SW, Washington, DC 20410-0001; or

      (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

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

   (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum practicable extent permitted by law. Payments shall be made under this clause only on the basis of an acceptable payment proposal submitted at the time of contract award or subcontract or after receipt of a proper invoice and all other required documentation from the Government. The payment, including compensation to the contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

23. TERMINATION FOR CONVENIENCE OF THE LABORATORY (OCT 1999)

   The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the best interests of the Government, but if this call business is performing the contract, if this contract is prepaid, if the work has been performed in advance of the time of award, or if the contractor is unable to continue performance due to any cause other than fault of the Contractors, the contractor shall be entitled to compensation from the Government including compensation to the contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

24. REPORTS (OCT 1999)

   The contractor shall furnish intermediate reports to the Laboratory from time to time requested, in such form and number as may be required by the Laboratory, summarizing activities required under this contract. Reports are required when due, regardless of whether the contract or the subcontract is terminated or is reduced in amount. The contractor shall submit reports on a quarterly, semi-annual, or annual basis or any other schedule agreed to 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.

25. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

   (a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-1 (c);

   (b) As used in this contract—

      (1) "Government" means the United States, or any agency or instrumentality thereof, or any political subdivision, public authority or organization, or government of any country; or

      (2) "Person" means any individual, corporation, firm, partnership, joint venture, association, trust or any other legal entity.

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

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

      (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-1 (c);

      (2) Be limited to such modifications.

   (b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-1 (c);

      (2) To include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless an exception under FAR 15.403-1 applies.

   (c) As used in this contract—

      (1) "Contractor" includes every person to whom a subcontract or subcontract modification is made.

      (2) "Government" means the United States, or any agency or instrumentality thereof, or any political subdivision, public authority or organization, or government of any country; or

      (3) "Person" means any individual, corporation, firm, partnership, joint venture, association, trust or any other legal entity.

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

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

   (b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.402-6 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of such certification; or

   (c) As used in this contract—

      (1) "Contractor" includes every person to whom a subcontract or subcontract modification is made.

      (2) "Government" means the United States, or any agency or instrumentality thereof, or any political subdivision, public authority or organization, or government of any country; or

      (3) "Person" means any individual, corporation, firm, partnership, joint venture, association, trust or any other legal entity.
28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a price adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-3, except that this clause does not apply to any modification if an order under FAR 52.210-1 applies.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the contract or of any cause of action arising out of the performance of this contract, and the contractor shall be liable to and shall pay the United States at the time such overpayment is

(c) If the contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

29. RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (OCT 1999)

(a) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(b) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(c) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(d) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(e) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(f) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(g) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(h) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(i) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(j) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(k) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(l) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(m) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(n) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(o) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(p) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(q) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(r) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(s) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(t) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(u) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(v) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(w) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(x) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(y) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

(z) The contractor shall be responsible for the professional quality, technical accuracy, and the estimated construction contract price for the project described in this contract is $________________._

{[23x361]28. (b) If any price, including profit or fee, negotiated in connection with any modification under this (a) This clause shall become operative only for any modification to this contract involving a (1) The Contractor or subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or nonconform (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted (ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract (v) The contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. 30. DESIGN WITHIN FUNDING LIMITATIONS (OCT 1999) (a) The contractor shall accomplish the design services required under this contract so as to permit the award of a contract using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price specified in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform the redesign and other corrective actions necessary to bring the contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the contractor shall not be required to perform such additional services at no increase to the Laboratory to eliminate bids or proposals that are the result of conditions beyond its reasonable control. (b) The contractor will provide the Laboratory if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a feasible facility within these limitations. Upon receipt of such information, the laboratory will review the project’s revised estimated cost of construction. The laboratory may, if it determines that the estimated construction contract price set forth in this contract is so low that award of the contract is not in the best interests of the United States, require a change in the scope or scales of the work. If the contractor is not reasonably delayed, the Laboratory shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. The estimated construction contract price for the project described in this contract is $________________._ 31. WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (OCT 1999) The extent and character of the work to be done by the contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Laboratory. 32. REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003) Architects or engineers registered to practice in the particular professional field involved in a State, Territory, or other political subdivision of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work. 33. KEY PERSONNEL (DEC 2000) The personnel listed in Clause Key Personnel, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must obtain the Laboratory Procurement Officer’s approval on advice; 2. submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and 3. obtain the Laboratory Procurement Officer’s written approval. Notwithstanding the foregoing, if the Contractor determines that an immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may temporarily suspend such person from performing services under the contract. However, the Contractor must notify the Laboratory Procurement Officer prior to any of such action. b. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel. 34. INSPECTION (OCT 1999) The Laboratory, through any authorized representatives, has the right at all reasonable times, to inspect, test, reject, and call for adjustments or repairs, or to cause the cost of such adjustments or repairs to be included in the contract (a) The Laboratory may at any time, by written order, and without notice to the sureties, if any, make changes in the general scope of this contract in the services to be performed. (b) If any change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Laboratory shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
(c) The contractor must submit any “proposal for adjustment” (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Laboratory decides that the facts are such that the Laboratory may receive and act upon a proposal submitted before final payment of the contract.

(d) If the contractor’s proposal includes the cost of property made obsolete or unnecessary by the changes in the work, the Laboratory shall have the right to require the contractor to remove the property from the place of the contract performance.

(e) Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the Laboratory.

36. SUSPENSION OF WORK (OCT 1999)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, delayed, or interrupted by the contractor, the Laboratory shall be excused for the work for the period of the unreasonable delay or interruption, and the contractor shall be excused for any claim, in an amount stated, that is asserted in writing as soon as practicable after the suspension of work, delay, or interruption, but not later than the date of final payment under the contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor shall have notified the Laboratory in writing of the act or failure to act that resulted in the suspension of the contractor's performance, and (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.

(d) The Suspension of Work clause shall be excused from a claim resulting from a suspension order, and (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.

37. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

(a) Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. The Laboratory may assign the whole or any part of this contract to the Government or its authorized representative.

(b) The contractor shall not subcontract any portion of the work hereunder without the prior written approval of the Laboratory. When requesting such approval, the contractor shall furnish the Laboratory with the names of the proposed subcontractor(s), a description of the work proposed to be subcontracted, and such other information as the Laboratory shall require.

38. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

(a) Definitions. As used in this clause—

(1) “Commercial item” means the content described in Federal Acquisition Regulation 2.101.

(2) “Subcontract” includes transfer of commercial items between divisions, subsidiaries, or divisions of the contractor.

(b) To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors to incorporate, commercial items or nondevelopmental items as components of items to be supplied under contracts.

(c) The contractor shall insert the following clauses in all subcontract over $20,000:


(iii) The subcontractor shall be made aware of this requirement prior to the execution of any subsequent subcontract.

(iv) 52.222-20, Equal Opportunity (Mar 2007) (E.O. 11246).


(vii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).


(x) 52.227-7, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (d) of FAR clause 52.227-7.

(xii) 52.227-14, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).


(xviii) 52.227-40, Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontractor also shall allow authorized representatives of the Contracting Officer.

(b) The contractor shall include the terms of this clause, including this paragraph, in any subcontract for commercial items over $20,000.

39. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT — OVERTIME COMPENSATION (JUL 2005)

(a) Overtime requirements. No contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.30) shall require or permit them to work over 40 hours a week or any workweek unless the contractor or subcontractor also shall allow employees to work 52 hours a week, 2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation of this requirement; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages and liquidated damages if the contractor or subcontractor violates the terms of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable by the Government to the contractor or subcontractor for violating the provisions of the Contract Work Hours and Safety Standards Act of 1967.

(c) Withholding of unpaid wages and liquidated damages. The Laboratory Procurement Representative will withhold payments due under the contract to the subcontractor for violations of the provisions of the Act. If amounts withheld under the contract are insufficient to satisfy contractor or subcontractor liabilities, the Laboratory Procurement Representative will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Definitions. (1) “Contractor” includes any prime contractor, prime contractor employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or reserving work under this contract. The contractor shall be liable for any additional cost incurred as a result of a violation of this clause.

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

39. ANTI-KICKBACK PROCEDURES (OCT 2010)

This clause applies to all subcontracts that exceed $250,000.

(a) Definitions. (1) “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or promise of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or reserving work under this contract.

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

39. ANTI-KICKBACK PROCEDURES (OCT 2010)

This clause applies to all subcontracts that exceed $250,000.

(a) Definitions. (1) “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or promise of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or reserving work under this contract.

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

39. ANTI-KICKBACK PROCEDURES (OCT 2010)

This clause applies to all subcontracts that exceed $250,000.

(a) Definitions. (1) “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or promise of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or reserving work under this contract.

(2) “Prime contractor” as used in this clause, means a corporation, a partnership, business association of any kind, trust, joint-stock company, or individual.
(5) "Prime Contractor Employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

(6) "Subcontractor," as used in this clause, means a contract or contractual action entered into by a prime Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(7) "Subcontractor Employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor other than the prime Contractor, who offers to furnish or furnish any supplies, materials, equipment, or services of any kind under a subcontract to the prime Contractor or a subcontractor entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnish supplies or services to the prime Contractor or a higher-tier Subcontractor.

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


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

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

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

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect potential violations of this clause in its own operations and direct business relationships.

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

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

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and (ii) direct that the prime Contractor withhold from sums owed a Subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(i) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this Clause. In either case, the prime Contractor shall be indemnified against any loss incurred in good faith by reason of his or her action.

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

30.201(b) 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 for activities that are not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating in agency discussions that are not related to a specific solicitation of offers.

(iii) Providing information regarding proposals, solicitations, or other actions.

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

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

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a covered Federal action for activities that are not directly related to this contract.

(ii) Making payment, renewal, amendment, or modification of a covered Federal action.

(iii) Making payment, renewal, amendment, or modification of a covered Federal action.

(iv) Making payment, renewal, amendment, or modification of a covered Federal action.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) of this clause, the Contractor shall complete and submit OMB Standard Form LLL to the Government for the purpose of obtaining information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action.

(4) Participating in technical discussions regarding the preparation of an unsolicited proposal or offer to an official of the Federal Government.

(5) Making capability presentations prior to formal solicitation of any covered Federal action.

(6) Services provided by an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-95, and subsequent amendments.

(7) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a covered Federal action for activities that are not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating in agency discussions that are not related to a specific solicitation of offers.

(iii) Providing information regarding proposals, solicitations, or other actions.

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

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

(2) Professional and technical services.

(i) Providing information regarding proposals, solicitations, or other actions.

(ii) Making payment, renewal, amendment, or modification of a covered Federal action.

(iii) Making payment, renewal, amendment, or modification of a covered Federal action.

(iv) Making payment, renewal, amendment, or modification of a covered Federal action.

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

30.202 Disclaimers.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its proposal for a contract or subcontract under OMB Standard Form LLL, the Contractor shall complete and submit OMB Standard Form LLL to the Government for the purpose of obtaining information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action.

(2) The Contractor did not submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs in the contract or subcontract to affect (name and address of lobbyist activity) on behalf of the Contractor, the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

30.203 Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to fine of $1,000. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) The Contractor may be subject to a fine not exceeding $5,000, and any other person may be subject to a fine not exceeding $10,000. Cost shall be allowable, but only if it is specifically approved in writing by the Contracting Officer.

(3) A person who makes a disclosure required by this clause shall have no liability on the representation made by their subcontractors in the certification and disclosure form.
unallowable by the requirements in this clause shall not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.230-11, Certification and Disclosure Regarding Payments to Foreign Principal Investigators, from each requesting or receiving a subcontract exceeding $100,000 under this contract. The Contractor or subcontractor that awards that subcontract shall prepare and submit to the Contracting Officer the declaration required by this paragraph (g) in the subcontract file of the awarding Contractor.

(2) A copy of each subcontract disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of each calendar year in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification requirement shall be maintained in the subcontract file of the awarding Contractor.

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

47. PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract that meet the standards established under this contract. The estimates, along with any supporting data required by the Contracting Officer, shall be prepared by the Contractor and submitted along with its request for payment.

(b) After receipt of each substantiated voucher, the Laboratory shall pay the voucher as agreed upon by the Laboratory and the Contractor, as evidenced by the appropriate subcontract. The Contractor shall keep such records of accounts payable as are necessary to permit the Government to determine the correctness of the supporting data required by the Contracting Officer.

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

48. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to give written notice of the filing of the petition to the Laboratory Procurement Official responsible for administering the contract. This notification must be given within five (5) business days following the date on which the bankruptcy petition was filed. Any notification required under this clause shall include the following information:

(i) The name of the assignee or the Chapter 7 trustee (as applicable).

(ii) The date of the bankruptcy petition's receipt by the court.

(iii) A description of the assets transferred or the property of the estate of the debtor.

(iv) The address of the assignee or the Chapter 7 trustee.

49. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are separate or single-user rest rooms or necessary dressing or sleeping areas provided to employees to perform their services at any location under its control where segregated facilities at any of its establishments, and that it does not and will not permit its employees to have access to and the right to examine any of the contractor's or subcontractor's records that the Contractor or subcontractor does not maintain exclusive ownership of.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to have access to and the right to examine any of the contractor's or subcontractor's records that the Contractor or subcontractor does not maintain exclusive ownership of.

50. 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; collections accruing to the Contractor in connection with the work under this contract; other accounts, credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The Contractor shall submit to the Laboratory a report of all receipts, costs or charges, and other transactions that constitute a violation of the Equal Opportunity clause in this contract.

(b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause. Access to such records shall be granted, upon request, to DOE or its designees. The Contractor shall permit DOE or its designees to have access to and the right to examine any of the contractor's or subcontractor's records that the Contractor or subcontractor does not maintain exclusive ownership of.

(c) Auditing of subcontractors' records. The Contractor shall agree, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, the contractor is a party in determining any cost or charge to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or charges for such an audit to be performed by the cognizant government auditing agency through the Laboratory Procurement Office.

(d) Disposition of records. Except as agreed upon by the Laboratory and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, contractors accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Laboratory may from time to time direct during the period of the contract or at the end of the period of the contract. The Laboratory Procurement Office shall direct upon completion or termination of this contract and final audit of all accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause 970.52-2.34, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final contract and shall be subject to the provisions of this clause, including the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(i) Exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to the extent of the subcontract, to either conduct an audit of the subcontractor's costs or charges for such an audit to be performed by the cognizant government auditing agency through the Laboratory Procurement Office pursuant to this clause, or

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

55. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

"Corruption" means—

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

(2) Abuse, torture, cruel or inhuman punishment or treatment designed to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person;

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

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

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

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
"Forced labor" means knowingly providing or obtaining the labor or services of a person—
(1) By threats of serious harm to, or of physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint;
(3) By means of the abuse or threatened abuse of law or the legal process.

Evolution of severe conditions may be considered as being caused by the following:
(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint;
(2) The abuse or threatened abuse of law or the legal process.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, or through the use of force, fraud, or coercion, for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

The Contractor understands that the materials and/or information being transmitted under the terms of this contract may be considered controlled technologies. If the information, technology, and/or commodities do not fall into one or more of the categories, please contact the Laboratory Security Manager to determine if a license is required prior to export.

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 a valid government-issued, Mantle Class driver’s license prior to any such transportation. The contractor shall maintain all the necessary insurance coverage for the Vehicle Liability Insurance Coverage (AUG 2001) required by the DOE and comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, device, or software which is the subject of this contract.

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the article entitled ‘Applicable Documentation’ which can be reasonably ascertained by the contractor shall be immediately submitted to the Laboratory for its written decision. Any action undertaken by the contractor without such decision shall be at the contractor’s own risk.

Any firm involved in the furnishing of architect-engineering services under this contract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereunto, are ineligible under the terms of this contract. If a contractor fails to comply with any of the provisions of this clause, the Government may terminate the contract without prior notice and may, in addition, (1) stop payment, or (2) impose a penalty under Section 4304 of Title 41 United States Code.

The requirement is to be flowed-down to all subcontractors at any tier.

The contractor understands that the materials and/or information being transmitted under the terms of this contract may be considered controlled technologies. If the information, technology, and/or commodities do not fall into one or more of the categories, please contact the Laboratory Security Manager to determine if a license is required prior to export.

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the article entitled ‘Applicable Documentation’ which can be reasonably ascertained by the contractor shall be immediately submitted to the Laboratory for its written decision. Any action undertaken by the contractor without such decision shall be at the contractor’s own risk.

Any firm involved in the furnishing of architect-engineering services under this contract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereunto, are ineligible under the terms of this contract. If a contractor fails to comply with any of the provisions of this clause, the Government may terminate the contract without prior notice and may, in addition, (1) stop payment, or (2) impose a penalty under Section 4304 of Title 41 United States Code.

Any firm involved in the furnishing of architect-engineering services under this contract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereunto, are ineligible under the terms of this contract. If a contractor fails to comply with any of the provisions of this clause, the Government may terminate the contract without prior notice and may, in addition, (1) stop payment, or (2) impose a penalty under Section 4304 of Title 41 United States Code.

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the article entitled ‘Applicable Documentation’ which can be reasonably ascertained by the contractor shall be immediately submitted to the Laboratory for its written decision. Any action undertaken by the contractor without such decision shall be at the contractor’s own risk.

Any firm involved in the furnishing of architect-engineering services under this contract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereunto, are ineligible under the terms of this contract. If a contractor fails to comply with any of the provisions of this clause, the Government may terminate the contract without prior notice and may, in addition, (1) stop payment, or (2) impose a penalty under Section 4304 of Title 41 United States Code.

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the article entitled ‘Applicable Documentation’ which can be reasonably ascertained by the contractor shall be immediately submitted to the Laboratory for its written decision. Any action undertaken by the contractor without such decision shall be at the contractor’s own risk.

Any firm involved in the furnishing of architect-engineering services under this contract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereunto, are ineligible under the terms of this contract. If a contractor fails to comply with any of the provisions of this clause, the Government may terminate the contract without prior notice and may, in addition, (1) stop payment, or (2) impose a penalty under Section 4304 of Title 41 United States Code.
66. 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.

67. 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 impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

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

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

5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration [COA]. [Use Form DOE F 1300.2 (05/2010)].

6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

68. 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, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
### HEADMARK LIST

**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>J</td>
<td>J</td>
</tr>
<tr>
<td>Jinn Her (TW)</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

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

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

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

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

**Hollow Triangle**

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

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

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

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

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

Headmarkings are usually raised – sometimes indented.

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

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

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