# APPENDIX A

**ARGONNE TERMS AND CONDITIONS**  

*(For Fixed Price Architect-Engineer Contracts)*

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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. Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, terminated as a result of the contractor's efforts to reorganize or relocate operations, or (2) 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 who is also qualified for a particular job opportunity with the Department or any of its contractors with respect to work under its contract with the Department at the time the position was available.

(c) 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 preference in hiring for an eligible employee to perform work practicable for performance under this contract.

(d) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 603) expected to exceed $500,000.

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 this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Laboratory shall have the right to refuse to award any contract without liability for damages; to demand, either at contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor or subcontractor, whose regular business is the solicitation of employment, not purports to exert unfair influence to solicit or obtain Government contracts or contracts through unfair influence.

(c) “Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of work, whether or not he is being as able to obtain any Government contract or contracts through unfair influence.

(d) “Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other commission or fee, paid, advanced, or allowed, as a result of the contractor’s knowledge that the person receiving such fee was an employee or agent of the contractor and had no right, authority, or power to solicit business for the contractor or enter into contracts on its behalf.

(e) “Executive and senior management” means—

(i) Any employee—

(A) Who is a member of executive or senior management of the contractor;

(B) Who has the authority, in the absence of a higher ranking individual, to make decisions affecting the policy or operations of the contractor; or

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a subsidiary or other division thereof.

(f) “Federal Contractor Veterans’ Employment Report (VETS-100A Report)”. This report details the number of veterans employed by the contractor and associated subcontractors on Federal contracts.

(g) “Federal Contractor Veterans’ Employment Report (VETS-100A Report)”.
6. NOTICE OF EMPLOYMENT RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496. (APRIL 2010)

(i) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehire.
(ii) Rate of pay or any other form of compensation in change.
(iii) Job assignments, job classifications, organizational positions, status descriptions, lines of progression, and seniority lists.
(iv) Leaves of absence, sick leave, or any 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. 6867, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
(vii) Activities sponsored by the Contractor including social or recreational programs.
(viii) Any other term, condition, or privilege of employment.

(2) The Contractor shall post the notice in a manner prescribed by the Department of Labor and shall include (38 U.S.C. 6867(c) and 4212):

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

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

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

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 49.7 and 49.8.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment qualified veterans and applicants who are disabled veterans, recently separated veterans, Armed Forces service disabled veterans, and other protected veterans; and

(g) Subcontractors. The Contractor shall insert the terms of this clause in subcontracts of the Contractor, including those not generated by this contract, and including those occurring outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

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

Applies To Contracts That Exceed $10,000 In Value

(a) During the term of this contract, the Contractor shall post an employer notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all premises where employees are customarily posted on a physical or electronic medium, and in the languages employees speak, in accordance with 29 CFR 471.2(2) and (3).

(b) 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.

(c) If the Contractor customarily posts notices to employees electronically, then the Contractor shall post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees, a link to a website of 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 (b)(3) of this section, must read, “Important Notice About Your Right to Organize and Bargain Collectively with Your Employers.”

(d) The Contractor shall use the Department of Labor’s electronic copy of the notice, printed by the Department of Labor, may be—


(e) The Contractor shall provide a link to the required notice in language that is readily accessible to the Contractor’s employees. The Contractor shall also provide a link to the required notice on any website through which the Contractor engages in electronic communication with its employees.

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

(g) 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 or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 49.7 and 49.8.

(h) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment qualified veterans and applicants who are disabled veterans, recently separated veterans, Armed Forces service disabled veterans, and other protected veterans; and

(i) Subcontractors. The Contractor shall insert the terms of this clause in subcontracts of the Contractor, including those not generated by this contract, and including those occurring outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

8. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Applies to:

(i) Contracts for non-foreign services (except for commercial services that are part of a purchase of a COTS item or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally covered by the FAR or the DFARS.

(ii) Has a value of more than $10,000.

(iii) Includes work performed in the United States.

(a) A contract is used in a clause—

(b) Any commercial off-the-shelf (COTS) item—

(c) A COTS item (as defined in paragraph (1) of the definition at 2101.101) may be sold in substantial quantities in the commercial marketplace.

(d) As defined in the Department of Defense, the term used to identify a commercial product or service that is relatively new and not subject to the same standards as products that are developed for the military.

(e) When the Contractor is enrolled in the E-Verify program within 30 calendar days of the employee’s assignment to the contract.

(f) The Contractor shall verify all employees who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section).

(g) The Contractor shall provide the Department of Labor with a copy of the employee’s employment eligibility certification within 30 calendar days of the employee’s assignment to the contract, which evidence date is later (but see paragraph (b)(3) of this section).

(h) If the Contractor fails to provide the Department of Labor with a copy of the employee’s employment eligibility certification within 30 calendar days of the employee’s assignment to the contract, the Department of Labor may take appropriate actions under the rules, regulations, and orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor as a result of a violation of the rule.

(i) The Contractor must enroll in the E-Verify program within 30 calendar days of the employee’s assignment to the contract.
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.

(i) Regarding any position for which the employee or applicant for employment is qualified, the Contractor agrees not to discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;
(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
(iii) Rates of pay or any other form of compensation and changes in compensation;
(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
(v) Leaves of absence, sick leave, or any other leave;
(vi) fringe benefits available by virtue of employment, whether or not administered by the Contractor;
(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leave of absence for training;
(viii) Activities sponsored by the Contractor, including social or recreational programs; and
(ix) Any other term, condition, or privilege of employment.

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

9. SECURITY (MAR 2011)

10. SECURITY (MAR 2011)

(a) Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified material (including data, plans, and other information) and other physical protection measures. The Contractor shall provide for the security of the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, and other security threats. In accordance with the provisions of this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified material or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with the performance of work hereunder. If retention by the Contractor of any classified material is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels of the items of material to be retained for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of this contract shall continue to be applicable to the classified material retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

(c) Definitions. Classified Information means information that is Classified Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(d) Formerly Restricted Data means information that was removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(e) Restricted Data means any information that is—

(1) Classified Restricted Data;
(2) Formerly Restricted Data; or
(3) Information that is the subject of a contract between the DOE, the Department of Defense, or any other Federal agency and DOE that is classified pursuant to the Atomic Energy Act of 1954, as amended.

(f) Classified Restricted Data means information that is—

(1) Classified Data; or
(2) Formerly Restricted Data.

(g) Information that is—

(1) Classified Data;
(2) Formerly Restricted Data;
(3) Information that is the subject of a contract between DOE, the Department of Defense, or any other Federal agency and DOE that is classified pursuant to the Atomic Energy Act of 1954, as amended; or
(4) Information that is classified pursuant to Executive Order 12352, as amended.

(h) Information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(i) Classification of Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(j) Formerly Restricted Data means information that was removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(k) Classified Data means information that is—

(1) Classified Restricted Data;
(2) Formerly Restricted Data; or
(3) Information that is the subject of a contract between DOE, the Department of Defense, or any other Federal agency and DOE that is classified pursuant to the Atomic Energy Act of 1954, as amended.

(l) Formerly Restricted Data means information that was removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(m) Information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(n) Classification of Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(o) Formerly Restricted Data means information that was removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(p) Classified Data means information that is—

(1) Classified Restricted Data;
(2) Formerly Restricted Data; or
(3) Information that is the subject of a contract between DOE, the Department of Defense, or any other Federal agency and DOE that is classified pursuant to the Atomic Energy Act of 1954, as amended.

(q) Formerly Restricted Data means information that was removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(r) Information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(s) Classification of Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

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(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(u) Classified Data means information that is—

(1) Classified Restricted Data;
(2) Formerly Restricted Data; or
(3) Information that is the subject of a contract between DOE, the Department of Defense, or any other Federal agency and DOE that is classified pursuant to the Atomic Energy Act of 1954, as amended.

(v) Formerly Restricted Data means information that was removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(w) Information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(x) Classification of Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(y) Formerly Restricted Data means information that was removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) relates primarily to the research and development of nuclear weapons;
(2) is otherwise protected as National Security Information; and
(3) was determined to be removed from the Restricted Data category pursuant to Executive Order 12958, as amended, or prior executive orders, which is identified as National Security Information.

(z) Classified Data means information that is—

(1) Classified Restricted Data;
(2) Formerly Restricted Data; or
(3) Information that is the subject of a contract between DOE, the Department of Defense, or any other Federal agency and DOE that is classified pursuant to the Atomic Energy Act of 1954, as amended.
Foreign Ownership, Control, or Influence.

1. The Contractor shall immediately provide the cognizant security office written notice of any change in the change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form SF 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission or the Department of Justice pursuant to 15 U.S.C. 78j (b) (Foreign Ownership, Control, or Influence) must be provided to the contracting Officer.

2. If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether these changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influence or control.

3. If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special material.

4. The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and if the reasons other than performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

k. Employment announcements. When placing announcements seeking applicants for positions requiring access to classified information, the Contractor shall include in the written announcements a notification that access to classified information may require a clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as a condition of employment prior to access to classified information. If the position is covered by the Counterintelligence Evaluation Program regulated by 10 C.F.R. 709, prior to initial application for clearance, the Contractor must require such SUCounselors to have an existing DOD or DOE clearance and be able to pass a polygraph examination. If the position is required to be cleared in DEAR 952.204-T, Facility Clearance, and obtain a foreign ownership, control, influence and security determination and clearance prior to award of a subcontract, the Contractor shall be provided by a Subcontractor with an appropriate clearance for the position prior to award of the subcontract. For purposes of this clause, Subcontractors means any Subcontractor at any tier or the tenor of the contractor in the Delivery Chain.
15. EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definitions. As used in this clause—

(1) ‘Energy-efficient product’—

(A) 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 the same products as designed and produced by the Department of Energy’s Federal Energy Management Program.

(2) The term ‘product’ does not include any energy-consuming product or system that is designed or procured for combat-related missions (42 U.S.C. 8259b).

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

(1) Acquired for the Contractor’s own use;

(2) Delivered;

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

(4) Furnished to, or for the account of, a Federal Government agency or instrumentality, except those described in paragraph (g) of this clause.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag air carriers whenever shipping any equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk and liquid cargo) to disallow expenditures from funds appropriated or otherwise established for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

(a) Definitions. As used in this clause—

‘International air transportation’ means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

‘U.S.-flag air carrier’ means an air carrier owning or operating a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competition Practices Act of 1974 (49 U.S.C. 40131) (‘FAA-Aviation Act’) requires that commercial items procured by agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S.-Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenses for the article or service for which service by a U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):

1. A statement of—

2. A statement of—

3. A statement of—

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

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

17. PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS (FEB 2006)

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

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

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

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

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

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

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

(1) The Contracting Officer, and

(2) The Office of Cargo Preference

Maritime Administration (MAR-590)
400 Seventh Street, SW
Washington, DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(d) The Contractor shall furnish three bills of lading copies—

(i) Within 20 working days of the date of loading for shipments originating in the United States, or

(ii) Within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(i) Total ocean freight revenue in U.S. dollars.

(e) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e).

18. APPLICABLE LAW (OCT 1999)

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

19. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

This clause does not apply to small business concerns.

(a) Definitions. As used in this clause—

‘Alaska Native Corporation (ANC)’ means any Regional Corporation, Village Corporation, Urban Corporation, or Parent Native Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.).

‘Indian tribe’ means any tribe of Indians, whether recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned enterprises that meet the requirements of 25 U.S.C. 1452(e).

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

‘Commercial plan’ means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract that are different from indirect costs incurred for common or joint purpose work, but are allocable to a prorated basis to the contract.

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

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

(b) The offeror upon receipt of this solicitation shall submit and negotiate a subcontracting plan, where applicable, that addresses subcontracting with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the offeror must submit an approved master plan, as an eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned enterprises that meet the requirements of 25 U.S.C. 1452(e).

(i) Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract that are different from indirect costs incurred for common or joint purpose work, but are allocable to a prorated basis to the contract.

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

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

1. Goals, expressed in terms of percentages of total subcontracted dollars, for each of the size categories veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, women-owned small business, and small business concerns regardless of size or Small Business Administration certification status of the Indian or ANCs.

2. A statement of—

(i) The offeror’s subcontracting plan shall be negotiated within the time mandated by the Laboratory Procurement Official. Failure to negotiate and submit a subcontracting plan shall make the offeror ineligible for award of a contract.
3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to –
   a. Small businesses;
   b. Veteran-owned small businesses;
   c. Service-disabled veteran-owned small businesses;
   d. HUBZone small businesses;
   e. Small disadvantaged businesses, and Women-owned small business concerns;
   f. Veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged, and women-owned small business source lists.

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 (example, for a company source list, the Central Contractor Registration database (CCR), veteran service organizations, the National Minority Purchasing Council, small disadvantaged, and women-owned small business source list. Use of CCR as a source list does not relieve a firm of its responsibilities (e.g., outreach, subcontracting, counseling, or publicizing subcontracting opportunities) in this clause.

6. A statement as to whether the offeror has calculated indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred by –
   a. Small businesses;
   b. Veteran-owned small businesses;
   c. Service-disabled veteran-owned small businesses;
   d. HUBZone small businesses;
   e. Small disadvantaged businesses, and Women-owned small business concerns;

7. The name of the individual employee or the official 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, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns are utilized to the fullest extent of the offeror's abilities in effecting subcontracting opportunities. Where the offeror has identified legal aid, counseling, or publicizing subcontracting opportunities to –
   a. Small businesses;
   b. Veteran-owned small businesses;
   c. Service-disabled veteran-owned small businesses;
   d. HUBZone small businesses;
   e. Small disadvantaged businesses, and Women-owned small business concerns;

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 for small or nonbusiness) that receive subcontracts in excess of $650,000 (3.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

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 to the subcontracting plans as required by the prime contract.
    c. Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (I) of this clause using the Electronic 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 businesses, HUBZone small businesses, small disadvantaged businesses, and historically black colleges and universities and historically disadvantaged business concerns. The report shall be accurate in accordance with this clause, or as provided in agency regulations;
    d. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
    e. Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and require that each subcontractor provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt or rejecting the ISRs, to its subcontractors with subcontracting plans.

11. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the subcontracting goals of the prime contract, including establishment of source lists, and a description of the offeror's efforts to locate, in establishing source lists, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, 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):

   a. Source lists (e.g., CCR, guides, and other data that identify small business, veteran-owned small, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns);
   b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns;
   c. Records on each subcontract solicitation resulting in an award of more than $150,000, indicating:
      i. Whether small business concerns were solicited and if not why not;
      ii. Whether veteran-owned small business concerns were solicited and if not why not;
      iii. Whether service-disabled veteran-owned small business concerns were solicited and if not why not;
      iv. Whether HUBZone small business concerns were solicited and if not why not;
      v. Whether small disadvantaged 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 veteran-owned small business concerns were solicited and if not why not;
   g. Whether service-disabled veteran-owned small business concerns were solicited and if not why not;
   h. Whether HUBZone small business concerns were solicited and if not why not;

12. In order to effectively implement this plan to the extent consistent with efficient contract performance, the Government may require the offeror to follow the procedures set forth in this clause including:

   a. Assist small business, veteran-owned small business, service-disabled veteran-owned small 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 by such concerns. Lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a reasonable period of time.
   b. Require that each subcontractor with a subcontracting plan provide the prime contractor with subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred by –
      i. Small businesses;
      ii. Veteran-owned small businesses;
      iii. Service-disabled veteran-owned small businesses;
      iv. HUBZone small businesses;
      v. Small disadvantaged businesses, and Women-owned small business concerns;
   c. Require that each subcontractor with a subcontracting plan provide the prime contractor with subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred by –
      i. Small businesses;
      ii. Veteran-owned small businesses;
      iii. Service-disabled veteran-owned small businesses;
      iv. HUBZone small businesses;
      v. Small disadvantaged businesses, and Women-owned small business concerns;
   d. Require that each subcontractor with a subcontracting plan provide the prime contractor with subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred by –
      i. Small businesses;
      ii. Veteran-owned small businesses;
      iii. Service-disabled veteran-owned small businesses;
      iv. HUBZone small businesses;
      v. Small disadvantaged businesses, and Women-owned small business concerns;
   e. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
   f. 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.
   g. Cooperate in any studies or surveys as may be required;
   h.運動員s with subcontracting plans must agree to submit the ISR and/or the SSR using eSRS;
   i. Provide notice to the offeror of any changes in the list of subcontractors for other small businesses, and HUBZone small businesses;
   j. The failure of the Contractor or subcontractor to comply in good faith with—
      i. Subcontracting plans are not required from subcontractors when the prime contract contains
         a. Purchases from a corporation, company, or subdivision that is an
              owned small business concern, or when the subcontractor provides a commercial
              or the previous reporting period.
   k. The Contractor shall submit ISRs and SSRs using the web-based eSRS at
      i. The report shall be submitted semi-annually during contract performance for
         a. Purchases from a corporation, company, or subdivision that is an
              owned small business concern, or when the subcontractor provides a commercial
              in a report submitted after the second option is exercised, the dollar
              award of the contract.
   l. The Contractor shall submit ISRs and SSRs for the commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.
   m. The Contractor must infor m each unsuccessful small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business concern as to the dollar value of the subcontract contained in the Contractor's subcontracting plan.
   n. The failure of the Contractor or subcontractor to comply in good faith with—
      i. The report shall be submitted within 30 days after the end of the Government's fiscal year.
   o. Prior completion of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the eligibility of the offeror for award of the contract.
   p. A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will no longer require another subcontracting plan from the same Contractor while the commercial plan remains in effect. The Contractor shall continue to meet the definition of a commercial plan. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting ISRs for all contracts covered by the commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the commercial plan.
   q. This report shall be submitted within 30 days after the end of the Government's fiscal year.

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

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

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which it awards, and the Laboratory shall immediately notify the higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

21. REPORTS (OCT 1999)

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

22. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the types, methods 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.

(b) The subcontractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

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

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

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

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the types, methods 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) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

24. 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—

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

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

(3) Any of these parties furnished data of any description that were not accurate, the subcontractor or prospective subcontractor was not 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.

(b) The Government may 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 Government.

(c) The contractor was based on an agreement about the total cost of the contract after the affected price or cost increase was known and the cost or pricing data (actually or by specific identification in writing) in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the types, methods 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.

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

(e) Except as prohibited by subdivision (b)(2)(i) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(i) The Contracting Officer determines in accordance with the best of the Contractor’s knowledge and belief, the Contractor is entitled to the offset in the amount requested, and

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

(f) An offset shall not be allowed if—

(i) The certified data were known by the Contractor to be underestimates before the “as of” date specified on its Certificate of Current Cost or Pricing Data;

(ii) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the certified data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(g) Any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is discovered—

(i) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to the Contractor; or

(ii) The Government may recover the amount by a judgment against the Contractor to the extent such amount exceeds the amount required by law to the Government by reason of the fact that the Government is not required to repay the overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622(a).

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

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

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data that was not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, unless an exception under FAR 15.403-5 applies.

(b) Any price, including profit or fee, negotiated in connection with any modification under this clause that was not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, was not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, or was not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, shall be reduced accordingly and determined appropriate by the Contracting Officer based upon the facts that the data submitted were the ‘as of’ data specified on its Certificate of Current Cost or Pricing Data.

(c) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is discovered—

(i) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to the Contractor; or

(ii) The Government may recover the amount by a judgment against the Contractor to the extent such amount exceeds the amount required by law to the Government by reason of the fact that the Government is not required to repay the overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6622(a).

(ii) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.
28. (a) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the amount requested and—
   (B) The Contractor proves that the certified cost or pricing data were available before the 'as of' date specified on its Certificate of Current Cost or Pricing Data.

29. REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)

(a) Definitions. As used in this clause—
   (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

30. 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:
1. Notify the Laboratory Procurement Official reasonably in advance;
2. submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the personnel removal;
3. obtain the Laboratory Procurement Official's written approval.

By notifying the Laboratory that any employee is not rehired or is to have his or her status changed, the Contractor certifies that the employee's work is not essential to the performance of the work being performed under this contract. If the employment of the employee is not essential to the performance of the work, the Contractor agrees to remove such employee at once, although the Contractor must notify Laboratory Procurement Official prior to or concurrently with such action.

31. INSPECTION (OCT 1999)

The Laboratory, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Laboratory on the premises of the contractor or a subcontractor, the Contractor shall require his or her subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Laboratory representatives, to whom access is being granted.

32. CHANGES—FIXED PRICE (OCT 1999)

(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 the work to be performed under this contract, or to any tier of subcontractors, in any amount not exceeding the amount of change, and shall require such subcontractors to provide all reasonable facilities and assistance to the Laboratory in the performance of such changes.

33. SUSPENSION OF WORK (OCT 1999)

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

34. 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 designee.

35. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—
   "Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

   (b) If the performance of all or any part of the work is, for an unreasonable period of time, delayed, suspended, delayed, suspended, or interrupted by an act or omission of the Government, the Contractor may, by written notice to the Government, terminate the contract for the convenience of the Government.

   (c) The Contractor shall, within 30 days after the termination of the contract for the convenience of the Government, submit to the Laboratory a final or a partial settlement statement and claim.

36. 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 supervision, direction, control, and approval of the Laboratory.

37. 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 as set forth in the statement of work (paragraph (c) below). When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitations. 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 cost to the Laboratory if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

38. B. The contractor will promptly advise 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 facility which will fit them. If this condition is determined in the Laboratory's judgment, the Laboratory will review the contractor's revised estimate of construction cost. The Laboratory may, if it determines that the estimated construction contract price set forth in this contract is too low that award of a construction contract not in excess of such estimate is impractical, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the parameters of the construction contract price set forth in this contract, or if the bid or the lowest bid is not acceptable to the Laboratory, the Laboratory will estimate such construction estimated construction cost. When bids or proposals are not solicited or are unreasonably delayed, the Laboratory shall provide an estimate of the cost of the project at the time the bid is issued if bids or proposals do not determine compliance with the funding limitations.

(c) The estimated construction contract price for the project described in this contract is $
36. 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 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation, liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages, the Laboratory Procurement Representative or the contractor shall be liable for the violation until the contractor pays the full amount of the liquidated damages.

(c) Liquidated damages. The Laboratory Procurement Representative will withhold payments due under the contract sufficient funds to satisfy any violation of the provisions of paragraph (a) or (b) of this clause. The contractor must immediately make good any violation of this clause.

(d) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (c) of this clause in subcontracts.

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

37. PERMITS OR LICENSES (OCT 1999)

Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

38. FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

(1) “Federal, State, or local taxes and duties” means taxes levied on or incident to any Federal, State, or local governmental body or any governmental authority or agency thereof, including income, sales, occupation, excise, property, real property, personal property, and intangible taxes or duties, or any other tax or duty levied by any governmental body or any governmental authority or agency thereof.

(2) “Prime Contractor” means a person who has entered into a prime contract with the United States.

(b) The Contractor, the subcontractor, and any subcontractor of the Contractor shall provide the Laboratory with a written statement that each is entitled to receive a full and complete credit for any such taxes and duties provided for in terms of the contract, but which the Contractor or subcontractor is not required to pay or which the Contractor or subcontractor otherwise is not liable to pay.

(c) The Contractor and subcontractor shall also provide the Laboratory with a written statement that the Contractor and subcontractor will be allowed to deduct from the price charged by the Contractor and subcontractor the gross amount of any such taxes and duties.

39. TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) The Laboratory may terminate this contract in whole or, from time to time, in part, for the Laboratory’s convenience or because of the failure of the contractor to fulfill the contract obligations. The Laboratory shall terminate the contract by written notice to the contractor and shall specify the effective date of the termination. The contractor shall proceed to complete or abandon the work as the Laboratory shall direct. Except as otherwise provided in the contract, the contractor shall not be entitled to any additional compensation for the work performed or to recover the cost of any work that is not completed.

(b) The contractor shall, without delay, furnish written notice to the Laboratory of any controversy arising out of the termination.

39.1 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or service if any such supplies or service are prohibited by OFAC, or if OFAC’s implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, the Contractor, contractor employee, or agent of a contractor.

39.2 RESTRICTIONS ON SUBCONTRACTORS (SEP 2006)

(a) The Contractor shall not enter into any agreement with any subcontractor or prospective subcontractor, nor any act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) In either case, the prime Contractor shall notify the Contracting Officer when the violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in writing, the possible violation.

(c) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(3) but excluding subparagraph (c)(2), in all subcontracts under this contract which exceed $150,000.

40. ANTI-KICKBACK PROCEDURES (OCT 2010)

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

(a) Definitions.

(1) “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, anything of value, or the promise or offer to pay or give anything of value, or any other thing of value, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or Subcontractor, to influence the award of a separate procurement action or to reward or to induce, or enter into an agreement for or to induce, the award of a separate procurement action for which the kickback is arranged.

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

(b) The Contractor shall not enter into any such agreement. The Contractor shall not enter into any agreement, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract. In either case, the prime Contractor shall notify the Contracting Officer when the violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in writing, the possible violation.

(c) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(3) but excluding subparagraph (c)(2), in all subcontracts under this contract which exceed $150,000.

41. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or service if any such supplies or service are prohibited by OFAC, or if OFAC’s implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, the Contractor, contractor employee, or agent of a contractor.

42. RESTRICTIONS ON SUBCONTRACTORS (SEP 2006)

(a) The Contractor shall not enter into any agreement with any subcontractor or prospective subcontractor, nor any act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) In either case, the prime Contractor shall notify the Contracting Officer when the violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in writing, the possible violation.

(c) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(3), in all subcontracts under this contract which exceed the simplified acquisition threshold.

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

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

(a) Definitions.

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

(2) “Covered Federal action” means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Issuing, awarding, amending, or modifying any Federal contract, loan, or cooperative agreement.

(b) “Inducement” means any of the following:

(1) Providing or offering to provide a government official with any item or service that is of a nature that is likely to influence or be perceived to influence the award, modification, or performance of a Federal contract or grant, cooperative agreement, cooperative arrangement, cooperative activity, or loan covered by this subpart to influence any person appointed, elected, or selected by the United States to any Federal position.

(2) In the case of a Federal Grant, loan, or cooperative agreement, providing any item or service to influence any person appointed, elected, or selected by the United States to any Federal position.

(c) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.
Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. If payment is for professional or technical services rendered directly in connection with such a contract, the Contractor shall release the excess amount to the appropriate party as specified in the contract.

(e) Exception a. The Contractor shall retain the declaration.

Section 12. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to notify the Contracting Officer of the Laboratory Contracting Office and the contractor agrees to notify the Contractor or subcontractor that awards the subcontract shall retain the declaration.

Section 13. The Contractor shall retain the declaration.

44. PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS

(a) Except as provided in paragraph (c) of this clause, the Contractor shall be paid the unpaid balance of any money due under this contract, including all fees, costs, and expenses, in accordance with FAR Subpart 2.1, including contract modifications for additional supplies or services.

(b) The Contractor shall be paid the unpaid balance of any money due under this contract, including all fees, costs, and expenses, in accordance with FAR Subpart 2.1, including contract modifications for additional supplies or services.

(c) The Contractor shall be paid the unpaid balance of any money due under this contract, including all fees, costs, and expenses, in accordance with FAR Subpart 2.1, including contract modifications for additional supplies or services.

45. BANKRUPTCY (JUL 1995)

(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 showers, and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, partial facilities, and suppliers' employees, that are, or are not, segregated by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release from unallowable claims.

(b) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(c) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(d) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(e) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(f) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

Section 12. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to notify the Contracting Officer of the Laboratory Contracting Office and the contractor agrees to notify the Contractor or subcontractor that awards the subcontract shall retain the declaration.

Section 13. The Contractor shall retain the declaration.

46. PROHIBITION OF SEGREGATED FACILITIES (FEB 1998)

(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 showers, and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, partial facilities, and suppliers' employees, that are, or are not, segregated by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release from unallowable claims.

(b) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(c) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(d) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(e) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(f) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

Section 12. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to notify the Contracting Officer of the Laboratory Contracting Office and the contractor agrees to notify the Contractor or subcontractor that awards the subcontract shall retain the declaration.

Section 13. The Contractor shall retain the declaration.

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

(a) Accounts. The Contractor shall maintain a complete and distinct set of accounts, records, documents, and other evidence showing and supporting all accountable incurred costs; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, reimbursements, payments, adjustments, and other transactions, including any contract, and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be consistent with Government accounting principles.

(b) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(c) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

(d) The Contractor shall release the excess amount to the appropriate party as specified in the contract.

48. DISCLOSURE

(a) The Contractor or the subcontractor shall retain the declaration.

(b) The Contractor or the subcontractor shall retain the declaration.

(c) The Contractor or the subcontractor shall retain the declaration.

(d) The Contractor or the subcontractor shall retain the declaration.

(e) The Contractor or the subcontractor shall retain the declaration.

Section 12. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to notify the Contracting Officer of the Laboratory Contracting Office and the contractor agrees to notify the Contractor or subcontractor that awards the subcontract shall retain the declaration.

Section 13. The Contractor shall retain the declaration.

Section 14. The Contractor shall retain the declaration.

Section 15. The Contractor shall retain the declaration.
c. Audit of subcontractor’s records. The Contractor agrees to, with respect to any subcontractors (including fixed-price or unit-price subcontractors or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the contractor’s costs or arrange for such an audit to be performed by the cognizant government agency agreed upon through the Contracting Officer.
d. Disposition of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allocable to the work in connection with the 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 Contracting Officer may from time to time during the progress of the work or, in any event, as the Contracting Officer may direct upon completion or termination of the contract or upon disposition of any part thereof. Except as otherwise provided in this contract, including provisions of Clause 9.101, Access to and Use of Subcontractor Records, all other records in the possession of the Contractor relating to this contract shall be preserved and delivered to the Government, upon request of the Contracting Officer, as they relate to the work performed under this contract.
e. Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.
f. Inspections. The DOE shall have the right to inspect the work and activities of the Contractor hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor’s financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allocable to the work in connection with the 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 Contracting Officer may from time to time during the progress of the work or, in any event, as the Contracting Officer may direct upon completion or termination of the contract or upon disposition of any part thereof. Except as otherwise provided in this contract, including provisions of Clause 9.101, Access to and Use of Subcontractor Records, all other records in the possession of the Contractor relating to this contract shall be preserved and delivered to the Government, upon request of the Contracting Officer, as they relate to the work performed under this contract.

50. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

(1) “Coercion” means—

(i) The use of threat or actual force to manipulate a person for the purpose of a commercial sex act.

(ii) The use of 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.

(iii) The use of violence, threats of violence, or force to manipulate a person for the purpose of a commercial sex act.

(2) “Sex trafficking” means an act of—

(i) Recruiting, harboring, transportation, provision, or obtaining of a person for labor or services, by means of—

(A) Threats or force; or

(B) Fraud or deception.

(ii) Using a person in such a commercial sexual activity.

(iii) Exercising control over the person who engages in such a commercial sexual activity.

(iv) Engaging in such a commercial sexual activity.

(v) Using or obtaining services from an employee knowing that the employee is a victim of a commercial sexual activity.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy regarding trafficking in persons and documentation of this clause;

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate this clause.

(d) Verification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (a), (b)(1), (b)(2), and (d) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the work;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of payment contracts;

(4) Suspension of award pending receipt of the award fee, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(q) Debarment. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and subject to a penalty of $10,000.00 for each violation or attempt to violate such policies or procedures that require a refund; reduce the contractor’s otherwise earned fee; and take such other action as may be agreed upon by the Government and the Contractor.

3. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall—

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate this clause.

4. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarring, suspension, or proposed debarring.

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

(1) Exceed $30,000 in value; and

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

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

Site Access

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted to the Of fice of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/t/tp/.

12
CONFLICTS OF DOCUMENTATION (MAY 2001)

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 work undertaken by the contractor without such decision shall be at the contractor’s own risk.

RIGHTS TO PROPOSAL DATA (MAY 2001)

It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice toning on the right to propose to the Laboratory, the contractor shall have the right to propose to the Laboratory, and any other person, that any technical data is in the contractor’s possession until such time as the proposal is filed with the Laboratory or is otherwise subject to the contractor’s rights to propose.

ENVIRONMENTAL PROTECTION (MAY 2001)

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

BAR ON CONTRACTING (MAY 2001)

Any firm involved in the furnishing of architect-engineering services under this contract (including their parents, subsidiaries or affiliates), and any firm in interest in the contractor, shall not be permitted to bid, submit proposals, or enter into any contract with the Laboratory until completion of construction of the facility to be designed hereunder to compete for or be awarded any work under any contract or subcontract for the furnishing of supplies and/or services for construction work with respect to the facility designed hereunder, and the design prepared hereunder shall not incorporate the products of any such firm. Neither shall such a firm be permitted to hire any such work or subcontracting with respect to the facility designed hereunder, and the design prepared hereunder shall not incorporate the products of any such firm.

Limitations Period (May 2001)

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

VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) is to be used by the contractor during the course of work under this contract, contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.
ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<td>Hinomoto Metal (JP)</td>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
<td>KY</td>
<td>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></td>
<td>Hollow Triangle Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
<td>UNY</td>
<td>UNY</td>
</tr>
</tbody>
</table>

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

Headmarkings are usually raised – sometimes indented.

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

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