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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.**

Displaced 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, eliminated, 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 no longer qualified for a position with the Department in accordance with the Federal Acquisition Regulation (DFARS, Subpart 22.2204) 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 practicable and fair opportunity for an eligible employee to perform comparable work under the contract.**

2. **COVENANT AGAINST CONTINGENT FEES (APR 1984)**

(a) **Definition.**

“United States,” as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) **General.**

This clause applies to all contracts (except for commercial items) in excess of $500,000.

(c) **Requirements.**

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).

3. **EQUAL OPPORTUNITY (MAR 2007)**

(a) **Definition.**

“United States,” as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) **General.**

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

(c) **Requirements.**

The requirements of this clause shall be included in subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with the clause, except for work performed outside the United States by employees who are not otherwise subject to the requirements of the United States.

(d) **Monitoring.**

Upon request of the Contractor, the Contractor shall provide information necessary to determine the applicability of this clause.

(e) **Recordkeeping.**

The Contractor shall maintain sufficient records to demonstrate compliance with this clause.

4. **EMPLOYMENT REPORTS (JUN 1980)**

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

(a) **Definitions.**

As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” and “protected veteran” are defined in 41 CFR 60-1.4, and “veteran” means a person who has served in the United States military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

(b) **Purpose.**

This clause pertains to affirmative action programs that are designed to ensure that any protected veterans are not excluded from consideration for employment because the individual is a disabled veteran, recently separated veteran, or Armed Forces service medal veteran; and that disabled veterans, recently separated veterans, and Armed Forces service medal veterans are assigned opportunities for employment in a manner that does not have the effect of displacing other employees.

(c) **Requirements.**

The contractor shall establish and maintain an affirmative action program designed to afford each protected veteran the same rights and opportunities as are afforded other employees.

(d) **Effective date.**

This clause shall be effective for work performed on or after the date of the contract award.

4. **EMPLOYMENT REPORTS (JUN 1980)**

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

(a) **Definitions.**

As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” and “protected veteran” are defined in 41 CFR 60-1.4, and “veteran” means a person who has served in the United States military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

(b) **Purpose.**

This clause pertains to affirmative action programs that are designed to ensure that any protected veterans are not excluded from consideration for employment because the individual is a disabled veteran, recently separated veteran, or Armed Forces service medal veteran; and that disabled veterans, recently separated veterans, and Armed Forces service medal veterans are assigned opportunities for employment in a manner that does not have the effect of displacing other employees.

(c) **Requirements.**

The contractor shall establish and maintain an affirmative action program designed to afford each protected veteran the same rights and opportunities as are afforded other employees.

(d) **Effective date.**

This clause shall be effective for work performed on or after the date of the contract award.
6. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

 Applies to:

(i) Comments or non-commercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally used in one of the following categories:

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontract.

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment of a subcontractor, the Contractor may initiate verification of all new hires of the Contractor, who are working in the

(ii) (1) Represents any item of supply that is—

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

(b) This required employee notice, printed by the Department of Labor, may be—

(f) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, 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).
9. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

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

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability.

(b) Postings.

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

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate civil or criminal actions may be taken against the Contractor, and all applicable actions, the provisions of the American with Disabilities Act of 1990, may be invoked.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as directed by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
13. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by 1 July for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11251 et seq.) and section 112 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13110). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(a) The contractor-owned facility of the performance of this contract shall be exempt from the requirement to file an annual Form R if —

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.95;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(4)(A) of 42 U.S.C. 11252(d).

(b) The Contractor is exempt from the requirement to file an annual Form R if —

(1) The Contractor satisfies the requirements of the Environmental Protection Agency (EPA). 40 C.F.R. part 372, subpart B; and

(2) The Contractor does not manufacture, process, or otherwise use any toxic chemicals listed in 40 C.F.R. 372.95;

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

(1) Any major group or subgroups from SIC 20 through 39;

(2) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(d) The facility is regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 42 U.S.C. 6921, 6911, 6936 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(e) The facility is not located in the United States or its outlying areas.

(f) The Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (d) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt —

(1) The Contractor shall notify the Laboratory Procurement Representative; and

(2) If the Contractor determines that a facility used in the performance of this contract is no longer exempt, shall —

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

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

(g) The Laboratory Procurement Representative may, at its discretion, require other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(h) The contractor shall comply with the provisions of paragraphs (f) and (g) of this clause.

(i) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-11.

14. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designer, in writing within 10 days prior to delivery of any shipment, of the existence of any radioactive material in the shipment. Such notice shall be in writing and shall include:

(1) A description of the material to be shipped, including the location and quantity of the material, applicable Federal, State, and local regulations, and the name of the consignee.

(b) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(c) The Contractor shall determine the quantity of radioactive material to be shipped.

(d) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(e) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(f) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(g) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(h) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(i) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(j) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(k) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(l) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(m) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(n) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(o) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(p) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(q) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(r) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(s) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(t) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(u) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(v) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(w) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(x) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(y) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.

(z) The Contractor shall notify the Laboratory Procurement Representative of the specific activity of the material that will be shipped. The specific activity is greater than 0.001 microcuries per gram or activity per item equals or exceeds 0.001 Becquerels per gram or item.
15. EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

“Energy-efficient product”—

(1) Means a product that—

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

(i) is in the upper 25 percent of similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat-related missions (42 U.S.C. 8259).

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

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

(2) Furnished by the Contractor for use by the Government; or

(3) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

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

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

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

(d) Information about these products is available for—

(1) ENERGY STAR® at http://www.energystar.gov/products; and

(2) FEMP at http://www1.eere.energy.gov/environmental/energy_efficiency_req.html.

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 operating under certificate under 49 U.S.C. Chapter 411.

Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40318(b)) requires that the Department of Transportation (DOT) shall, for any air transportation service provided by a U.S.-flag air carrier, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenses of the type described herein if the 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):

(i) Within 30 working days of the date of loading for shipments originating in the United States, or

(ii) Otherwise approved in writing by the Contracting Officer.

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

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 account;

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

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

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

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract. The Contractor shall furnish to, or for the account of, any foreign nation without provision for reimbursement;

(i) Acquired for a U.S. Government account;

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

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

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

(c) The Contractor shall use United States, that may be transported by ocean vessels are –

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for

2. A statement of—

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

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 other 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.), or a corporation organized by 1988 amendments of the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1621, et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1642(c). This definition also includes Indian- owned enterprises that meet the requirements of 25 U.S.C. 1642(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 except that indirect costs incurred for common or joint costs purposes may be allocated on a proportioned 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 clause shall submit and negotiate a subcontracting plan, where applicable, that is consistent with the offeror’s overall subcontracting plan, including plan of subcontracting, subcontracting plan of the offeror’s prime contractor, and subcontracting plan of subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 46 U.S.C. 192.

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

ii. If one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate subcontractors that subcontract towards its small business and small disadvantaged business subcontracting goals. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For contracts, all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 46 U.S.C. 192.

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for

2. A statement of—

3. The bidder shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase order under this contract, except those described in paragraph (e)(4).
A. Whether small business concerns were solicited and if not, why not;
B. Whether veteran-owned small business concerns were solicited and if not, why not;
C. Whether service-disabled veteran-owned small business concerns were solicited and if not, why not;
D. Whether HUBZone small business concerns were solicited and if not, why not;
E. Whether woman-owned small business concerns were solicited and if not, why not;
F. Whether small disadvantaged business concerns were solicited and if not, why not;
G. If the offeror is not able to meet the small disadvantaged business subcontracting goal, the reason the award was not made to a small disadvantaged business concern;
H. Records of any outreach efforts to subcontractors;
I. Records of any outreach efforts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and woman-owned small business concerns.

4. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with this requirement.

5. A description of the principal types of supplies and services to be subcontracted, and the subcontracting goal established for each type.

6. The name of the individual employed by the offeror who will administer the offeror's subcontracting plan.

7. The offeror shall include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and woman-owned small business source list). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small business concern received a small business preference, upon determination of the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

8. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

9. Assurances that the offeror with include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and woman-owned small business source list). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small business concern received a small business preference, upon determination of the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

10. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

11. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

12. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

13. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

14. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

15. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

16. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

17. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

18. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

19. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

20. The offeror shall provide its Small Business Concerns Source List (SBCL) to the offeror's total projected sales, expressed in dollars, and the total value of subcontractor's official responsible for acknowledging receipt of or rejecting the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
20. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(a) It is the policy of the United States that small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts by the agencies. Contractors shall be directed by their own contracts to subcontract with small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available since the certification; (iv) It is identified, on the date of its representation, as a certified small or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of
21. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2011)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Prompting Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon acceptance of certified cost or pricing data at FAR 15.403-4, the contractor shall require the subcontractor to submit certified cost or pricing data at FAR 15.403-4; and

(b) The Substance of this clause, including this paragraph (b), in each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 52.215-2 that, to the best of its knowledge and belief, the data submitted under this paragraph (a) of this clause were complete, accurate, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, (i) the contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

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

The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory’s interest. If this contract is terminated, all claims, duties, and obligations of the parties, including compensation to the contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

23. CONTRACTORS (OCT 1999)

The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities performed under this contract and the status of any work 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.

24. 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 upon acceptance of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 52.215-2 that, to the best of its knowledge and belief, the data submitted under this paragraph (a) of this clause were complete, accurate, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, (i) the contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

25. 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.

(b) Be limited to such modifications.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, the contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 52.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were complete, accurate, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

Any of these parties furnished data of any description that were not accurate, the contractor shall require the subcontractor to submit certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

26. 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 at the time of award.

(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 at the time of award.

(3) Any of these parties furnished data of any description that were not accurate, the contractor shall require the subcontractor to submit certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, (i) the contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the 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 52.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were complete, accurate, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 52.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were complete, accurate, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

Any of these parties furnished data of any description that were not accurate, the contractor shall require the subcontractor to submit certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 52.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were complete, accurate, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 52.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were complete, accurate, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) (1) The Contracting Officer shall determine whether or not the subcontract cost estimate was included in the contractors estimate. If so, the price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

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

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

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

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

(2) Except as prohibited by subdivision (c)(2) of this clause, an offset, in an amount determined appropriate by the Contracting Officer, shall be made against the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract price was not itself affected by defective certified cost or pricing data.

(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 offset in the amount requested; and

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

(v) An offset shall not be allowed if—

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

(B) The Government facts the data that the price or cost reduction would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(vi) 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; and

(vii) Any reduction in the contract price under paragraph (b) of this clause due to defective data of any description that were not accurate, the price or cost shall be reduced accordingly effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(b) and (c).

27. 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 certain adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.404-3, except that this clause does not apply to any modification an exceptional case under subsection (b) applies.

(b) If any price, including profit fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished 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 the 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 price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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

(i) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

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

(d) An offset shall not be allowed if—

(A) The undersubmitted data were known by the Contractor to be undersubmitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

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

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

(a) The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Laboratory's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the contractor shall be and remain liable to the Laboratory and the Government in accordance with applicable law for all damages to the Laboratory caused by the contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Laboratory provided for under this contract are in addition to, and not in lieu of, any remedies available to the Laboratory under any other law.

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

29. 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 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 limitation. These additional services shall be performed at no increase in the price of this contract. However, the contractor shall not be required to perform such additional services at no cost to the Laboratory if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The contractor will promptly advise the Laboratory if it finds that the project being designed will exceed or will likely exceed the funding limitations and it is unable to design a feasible facility within these limitations. Upon receipt of such information, the Laboratory will review the contractor's revised estimate of construction cost. The Laboratory may, if it determines that a related construction contract is still in such a condition that a construction contract not in excess of such estimate is improbable, authorize a change in scope or standards as required to reduce the estimated construction cost to an amount within the estimated construction contract price. If the Laboratory does not order the construction, the contractor may adjust such estimated construction contract price. When bids or proposals are not solicited or are unsatisfactory to the Laboratory, the contractor shall estimate the design services required under this clause and submit such estimated design shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

29. DESIGN WITHIN FUNDING LIMITATIONS (OCT 1999)

(c) The estimated construction contract price for the project described in this contract is $_____________.

30. WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (OCT 1999)

The extent and character of the work to be done by the contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Laboratory.

31. REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)

Architects or engineers referred to practice in the professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

32. KEY PERSONNEL (DEC 2000)

The personnel listed in Clause Key Personnel, are considered essential to the work being performed under the contract who are to be removed, replacing, or diverting any of the listed or specified personnel, the Contractor must:

1. Notify the Laboratory Procurement Official reasonably in advance of such removal, replacement, or diversion; submit justification (including an adequate and complete personnel detail) for permit evaluation of the impact on this contract; and

2. Obtain the Laboratory Procurement Official's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Laboratory Procurement Official prior to or concurrently with such removal. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

33. INSPECTION (OCT 1999)

The Laboratory, through any authorized representatives, has the right at any reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises on which or in which the work is being or is to be performed. The Laboratory, or its authorized representatives, may enter the premises of the contractor or of any subcontractor, the work shall be permitted 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 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 limitation. These additional services shall be performed at no increase in the price of this contract. However, the contractor shall not be required to perform such additional services at no cost to the Laboratory if the unfavorable bids or proposals are the result of conditions beyond the contractor's reasonable control.

34. 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 within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Laboratory shall make an equitable adjustment in the contract price, the delivery schedule, both, and shall modify the contract.

(c) The contractor must submit any “proposal for adjustment” (hereafter referred to as proposal) within 30 days from the date of receipt of the written order. However, if the Laboratory decides that the facts justify it, the Laboratory may receive and act upon a proposal submitted before final payment of the contract.

(d) In the event the contractor's proposal includes the work made obsolete or excess by the change, the Laboratory shall have the right to prescribe the manner of the disposition of the property involved.

(e) In no case in this clause shall excuse the contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the Laboratory.
35. SUSPENSION OF WORK (OCT 1999)

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

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

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days after the contractor shall have notified the Laboratory in writing of the time when the suspension, delay, or interruption took or (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

36. 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 agents.

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

37. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

(i) "Commercial item" has the meaning contained Federal Acquisition Regulation 2.101.

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

(iii) To the maximum extent practicable, the Contractor shall incorporate, and its subcontracts shall incorporate, all applicable requirements of this clause and any lower-tier subcontract as terms and conditions as components of items to be supplied under this contract.

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

1. 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-28, Title II, Chapter 1 (41 U.S.C. 215 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days.

2. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the head of the Contracting Office.

3. To the maximum extent practicable, the Contractor shall incorporate, and its subcontracts shall incorporate, affirmative action plans to ensure nondiscriminatory employment practices as components of items to be supplied under the contract.

4. The subcontractor shall submit to the Laboratory all data, drawings, specifications, reports, estimates, and other written evidence concerning the performance of the subcontract that may be required by the Laboratory, including plans, reports, and performance data, and shall make them available to the Laboratory until 3 years after contract completion.

(b) Violation of the subcontractor liabilities, the Laboratory Procurement Representative will withhold payments on any transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(c) Any applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

(1) "Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(2) "Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Marianas Islands, if the contract is performed wholly or partly in any of those areas.

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

(e) The contract price shall be increased by the amount of any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price, unless such increase or decrease can be shown not to be necessary under the provisions of the Federal Acquisition Regulation.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty reasonably expected to result in either an increase or decrease in the contract price.

(h) If the termination is for the convenience of the Contractor, the Laboratory shall make an equitable adjustment in the contract price but shall not allow any anticipated profit on unperformed services.

(i) If the termination is for failure of the contractor to fulfill the contract obligations, the Laboratory may complete the manufacture, supply, or performance of the work or services remaining to be performed, and the contractor shall be liable for any additional cost incurred by the Laboratory.

(j) If, after termination for failure to fulfill contract obligations, it is determined that the contractor or subcontractor is not liable as determined, the parties shall be jointly liable as if the termination had been issued for the convenience of the Laboratory.

(k) 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.

39. 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, or political subdivision under which the work under this contract is performed.

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

(a) As used in this clause—

(i) "After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or rescinded during the performance of the contract, the amount of which would have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the contract date.

(ii) "Subcontractor" means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(b) After-imposed Federal tax means any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the contract date.

(c) The contractor shall immediately discontinue all services affected (unless the notice directs otherwise).

(d) The contractor shall deliver to the Laboratory all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether or not deliverable to the Government under this contract.

(e) If the termination is for the convenience of the Laboratory, the Laboratory shall make an equitable adjustment in the contract price but shall not allow any anticipated profit on unperformed services.

(f) If the termination is for failure of the contractor to fulfill the contract obligations, the Laboratory may complete the manufacture, supply, or performance of the work or services remaining to be performed, and the contractor shall be liable for any additional cost incurred by the Laboratory.

(g) If, after termination for failure to fulfill contract obligations, it is determined that the contractor or subcontractor is not liable as determined, the parties shall be jointly liable as if the termination had been issued for the convenience of the Laboratory.

(h) 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.

42. ANTI-KICKBACK PROCEDURES (OCT 2010)

This clause applies to all subcontracts that exceed $150,000 or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor shall also allow authorized representatives of the Laboratory Procurement Representative or Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. Laboratory Procurement Representative or Department of Labor to interview employees in the workplace during working hours.

(1) "Kickback," as used in this clause, means any money, fee, commission, gift, gratuity, thing of value, or compensatorily nothing which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or retaining favorable treatment in connection with a contract relating to a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(2) "Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States that involves the purpose of improperly obtaining or retaining favorable treatment in connection with a contract or contractual action entered into by the United States.

(3) "Prime Contractor Employee," as used in this clause, means any officer, partner, or other individual who is actively involved in the relationship and association of any kind, trust, joint-stock company, or individual.

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

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

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

(7) "Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States that involves the purpose of improperly obtaining or retaining favorable treatment in connection with a contract or contractual action entered into by the United States.

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

(a) "Kickback," as used in this clause, means any money, fee, commission, gift, gratuity, thing of value, or compensatorily nothing which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or retaining favorable treatment in connection with a contract relating to a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(b) "Subcontract," as used in this clause, means any contract or contractual action entered into by the United States that involves the purpose of improperly obtaining or retaining favorable treatment in connection with a contract or contractual action entered into by the United States.

(c) "Subcontractor," as used in this clause, means any person, other than the prime contractor, who is actively involved in the relationship and association of any kind, trust, joint-stock company, or individual.

(d) "Subcontractor Employee," as used in this clause, means any officer, partner, or other individual who is actively involved in the relationship and association of any kind, trust, joint-stock company, or individual.

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

(2) Soliciting, accepting, or attempting to accept any kickback; or
43. 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 any services, supplies, or other items on credit, or accept any supplies, services, or other items, from any person, if such acquisition, acceptance, or use of such supplies, services, or other items—

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited. (b) of this clause shall not apply to the extent that any item or process (including computer software) made or furnished by the subcontractor may have the effect of restricting sales by such subcontractors directly to the Government of any State or political subdivision thereof, or to any agency, department, or instrumentality thereof.

(c) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited. (b) of this clause shall not apply to the extent that any item or process (including computer software) made or furnished by the subcontractor may have the effect of restricting sales by such subcontractors directly to the Government of any State or political subdivision thereof, or to any agency, department, or instrumentality thereof.

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

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with a person that is a Federal agency, except as authorized by this clause, and the Contractor shall file a disclosure of such agreement restricting sales by subcontractors to the Government with the awarding Contracting Officer within 90 days of the date of execution of the agreement.

(b) Of this clause shall not apply to the extent that any item or process (including computer software) made or furnished by the subcontractor may have the effect of restricting sales by such subcontractors directly to the Government of any State or political subdivision thereof, or to any agency, department, or instrumentality thereof.

(c) The Contractor shall include this clause, including this paragraph (c), in all subcontracts under this contract which exceed $150,000.

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

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

(a) Definitions. As used in this clause—

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

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

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

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

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from paying or otherwise providing the Government with any payments as defined in this clause that are intended to influence or appear to influence the recipient’s decision to enter into the Federal action.

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

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities that are not directly related to this contract.

(ii) Participating in agency and legislative liaison activities that are not directly related to this contract.

(iii) Making making presentations regarding any covered Federal action to Congress, or an employee of a Member of Congress in connection with the award of this contract.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be provided to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

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

(d) Disclose.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Subcontracts, with a subcontract, the Contractor shall submit OMB Standard Form LLL to the Office of Federal Procurement Regulations by the close of the 20th day of the calendar quarter in which the change occurs.

(2) If the Contractor did submit OMB Standard Form LLLL disclosure pursuant to (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 6 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services)

(3) If the Contractor did submit OMB Standard Form LLLL disclosure pursuant to (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 6 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services)

(4) If the Contractor did submit OMB Standard Form LLLL disclosure pursuant to (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 6 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services)

(5) If the Contractor did submit OMB Standard Form LLLL disclosure pursuant to (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 6 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services)

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be fined by or imprisoned for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

(f) Cost allowable. Nothing in this clause shall be construed to require reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will be made not allowable under any other circumstances.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in Paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $150,000 under this contract, stating that the Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontract and the subcontracting officer (or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be filed by or imprisoned for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(3) Contractors must rely without representation on the made by their subcontractors in the certification and disclosure form.

(f) Cost allowable. Nothing in this clause shall be construed to require reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will be made not allowable under any other circumstances.

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(2) A copy of each subcontract and the subcontracting officer (or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be filed by or imprisoned for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(3) Contractors must rely without representation on the made by their subcontractors in the certification and disclosure form.

(f) Cost allowable. Nothing in this clause shall be construed to require reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will be made not allowable under any other circumstances.
46. PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)

(a) Estimates shall be made monthly and the amount of the work and value of services performed under this contract by the contractor under this contract shall meet the standards of quality established under this contract. The estimates, along with any supporting data required by the Contracting Officer, shall be prepared by the contractor and submitted to the Contracting Officer at such time and in such manner as shall deem appropriate for the purpose of notifying the Government to pay the amount tendered to the Contractor.

(b) After receipt of each substantiated voucher, the Government shall pay the voucher as approved by the Contracting Officer or authorized representative. The Contracting Officer shall require a withholding from amounts due under paragraph (a) of this clause of up to 1 percent only if the Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated areas, transportation, and housing facilities provided for employees, that are segregated by virtue of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Government an agreement in Form FAR 2.101.

47. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntarily, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Government. This obligation remains in effect until final payment under this contract is made. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor’s or subcontractor’s books and records that violate the policy in paragraph (b) of this clause.

48. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest areas, wash rooms, restaurants, cafeterias, dormitories, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation areas, libraries, transportation facilities, and housing facilities provided by the contractor for the purpose of a commercial sex act.

(b) The recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

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

(d) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

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

(a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, and other evidence showing and supporting all allowable costs incurred; collect all amounts due from the Government, no later than 30 days from the date of receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract, and shall be responsible for all costs incurred in connection therewith and shall be responsible for the establishment, maintenance, and accuracy of all records necessary to determine the substance of this clause, including this paragraph and the amounts involved therein.

(b) Audit of subcontractors’ records. The Contractor also agrees, with respect to any subcontract hereunder and to interview any employee regarding such transactions. The contractor shall include in this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause in this contract.

(c) The contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
53. 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 on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assigns (on site for more than 30 days). A certified host must be assigned for each visit, using Form ANL-593. It shall be determined at least one day in advance that the visitor is of minimum 30 days for a sensitive assignment, 7 days for a non-sensitive country visit or visit of sensitive (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or sensitive visit.

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or access to a secure area of the Laboratory or access to a sensitive subject, at least 30 days advanced notice must be provided. The Contractor shall ensure that any information communicated, and any export Control reviews can be accomplished, and a DOE index check can be performed prior to approval. In such cases specific security plans shall be submitted to the Foreign Visits and Assignments Office with the ANL-593 form requesting the visit by the Hosting Division. An index check normally takes 30 days after completion of all required pre-clearance documents, but can take considerably longer (once obtained, an index check is valid for two years).

For visits or assignments involving a foreign national from a “Terrorist Supporting Country”, which currently includes Cuba, Iran, Libya, North Korea, Sudan, Syria), specific approval of the visit or assignment by the Secretary of Energy or his designees is required. This approval, if granted, may take up to one year after the internal approval processes have been processed.

The time frames indicated above shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery.

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

Activity Participation
Due to Department of Energy directives and Department of Commerce regulations, persons who are born in (and who are not naturalized U.S. Citizens) or are citizens of any “Terrorist Supporting Country” may be denied access and/or participation in activities involving the Argonne National Laboratory. The necessity is to be flow-downed to all subcontractors at any tier.

54. EXPORT LICENSE AGREEMENT (AUG 2002)

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

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

The United States is committed to encouraging trade negotiations that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempted from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations that are in compliance with export controls.

All export can occur through a variety of means, including oral communications, written documentation, transfer of U.S. controlled software, or the physical possession of foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies.

Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:
- Fundamental research and information resulting from fundamental research
- Published information and software (publically available) education information
- Published applications
- If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.

To further ensure that you do not run the risk of exporting sensitive information or technology while traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to travel, presentations and discussions should be limited to the Argonne guest lists and not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they are in the public domain. Further elaboration, or additional details may be considered an export of technologies and need an export license prior to travel.

56. 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 may 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.

57. 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 appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

58. 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.

59. BAR ON CONTRACTING (MAY 2001)

Any firms involved in the furnishing of architect-engineering services under this contract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereto, are ineligible until the following conditions have been met: (i) The contractor is not under construction; (ii) it is not desirous of competing for or be awarded or perform any work under any contract or subcontract for the furnishing of supplies and/or services for construction work; and (iii) the contractor shall design and build the building prepared hereunder shall not incorporate the products of any such firm. Neither shall such a firm be allowed to perform any work with its own forces. The foregoing shall not preclude some firms from providing construction management services for a facility designed hereunder, provided, the contractor therefore requires that all physical construction and related supply contracts or subcontractors shall be competitively bid and be provided that all such firms are ineligible to bid or perform any work under such contracts or subcontract.

60. LIMITATIONS PERIOD (MAY 2001)

Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be identified in writing to the Laboratory Procurement Officer. Written notification must be received by the Laboratory Procurement Officer within two years prior to the expiration date of the contract. Notice of 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.

61. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

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

62. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause—
- Driving—means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or other traffic control device.
- (b) Notification. The Contractor shall inform the Contracting Officer immediately of —
- (i) Company-owned or -rented vehicles or Government-owned vehicles; or
- (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

63. INTEGRATION CLAUSE (MAY 2001)

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

64. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions:
- Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is incompatible with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)
- Participate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
- Designate and provide support for a coordinator for technical standards activities, including identification of the above and designation to review draft DOE Technical Standards.
- Report and cooperate in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (ODA). [Use Form DOE F-1382 (05/2010).
- Provide any data required to the Contracting Officer at any time to the extent necessary to ensure the contractor’s compliance with these requirements.

65. SUSPECT COUNTERFEIT PARTS (DECEMBER 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property
damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS

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

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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