# APPENDIX A

**ARGONNE TERMS AND CONDITIONS**

*(For Fixed Price Architect-Engineer Contracts)*

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1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) 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, terminated, or (2) who is qualified for a particular job at the Department or one of its contractors with respect to work under its contract with the Department at the time the position was terminated, or suspended in whole or in part and the Contractor may be declared liable as provided in Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(b) The Contractor shall take such action with respect to any subcontract or purchase order as the Contractor deems necessary to ensure compliance with these terms and conditions, including, but not limited to, requiring subcontractors to provide opportunities for displaced employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak. The Contractor shall provide the necessary forms.

(c) (i) Employment; (ii) Upgrading; (iii) Initial hiring; (iv) Transfer; (v) Recruitment or recruitment advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.

(d) The Contractor shall be held liable for any violation of this clause. The Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information responsibility to perform the work. The Contractor shall provide information responsibility to perform the work.

(e) The Contractor shall be held liable for any violation of this clause. The Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information responsibility to perform the work.

(f) The Contractor shall be held liable for any violation of this clause. The Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information responsibility to perform the work.

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

2. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) Definition. As used in this clause, "improper influence" means any influence that induces or tends to induce a contractor, officer, employee, or agency to grant any award or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other like compensation or consideration, or any other consideration, or otherwise recover, the full amount of the contingent fee.

(c) "Improper influence," as used in this clause, means any consideration, percentage, brokerage, or other like compensation or consideration, or any other consideration, or otherwise recover, the full amount of the contingent fee.


(e) "Veteran," have the meanings given in FAR 22.1301.

(f) "Improper influence," as used in this clause, means any consideration, percentage, brokerage, or other like compensation or consideration, or any other consideration, or otherwise recover, the full amount of the contingent fee.

3. EQUAL OPPORTUNITY (APR 2015)

(a) Definition. As used in this clause, "gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/Comp/TitleVII/dgreg.html.

(b) "Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(c) "Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/Comp/TitleVII/dgreg.html.

(d) "Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(e) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to extend a publicly announced preference in employment to Indians living on or near Indian reservations, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60.1-5.

(f) The Contractor shall strive to improve the conditions of all employees, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to:

(i) Employment;

(ii) Upgrading;

(iii) Initial hiring;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(g) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/Comp/TitleVII/dgreg.html.

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(i) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/Comp/TitleVII/dgreg.html.

(j) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/Comp/TitleVII/dgreg.html.

4. EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

(a) Definitions. As used in this clause, “armed forces service medical veteran,” “disabled veteran,” “active duty wartime or campaign badge veteran,” and “recently separated veteran” have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The total number of new employees hired, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medical veterans, and recently separated veterans; and

(2) The total number of new employees hired during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled “Federal Contractor Veterans’ Employment Report (VETS-100A Report).”

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.


(f) "Veteran," have the meanings given in FAR 22.1301.

(g) "Improper influence," as used in this clause, means any consideration, percentage, brokerage, or other like compensation or consideration, or any other consideration, or otherwise recover, the full amount of the contingent fee.

5. EQUAL OPPORTUNITY FOR VETERANS (JULY 2014)

(a) Definitions. As used in this clause—

(1) “Active duty wartime or campaign badge veteran,” “armed forces service medical veteran,” “disabled veteran,” “recently separated veteran,” “active duty service medal veteran,” and “recently separated veteran” have the meanings given in FAR 22.1301.

(b) "Veteran," have the meanings given in FAR 22.1301.

(c) "Improper influence," as used in this clause, means any consideration, percentage, brokerage, or other like compensation or consideration, or any other consideration, or otherwise recover, the full amount of the contingent fee.

6. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: APPLICABLE TO CONTRACTS EQUAL TO OR GREATER THAN $10,000

(a) Federal contractors and subcontractors are required to inform employees of their rights under the Federal Labor Laws. The primary law governing relations between employees and employers is the private sector. See 29 CFR Part 41. The notice, prescribed by the Department of Labor’s regulations, informs employees of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other concerted protected activity, and informs employees regarding their rights under the NLRA to negotiate for recognition of a representative, and to act within the scope of their employment. The NLRA requires affirmative action by the contractor to employ and advance qualified protected veterans, and requires affirmative action by the contractor to employ and advance qualified protected veterans.

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

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

7. NOTICE OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT - DEC 2010

(a) Applies To Contracts That Exceed $10,000 in Value

(1) During the term of this contract, the Contractor shall post a notice of employee rights, of such size and form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act (NLRA), or any successor acts, are customarily posted both physically and electronically, in the languages employees speak. The Contractor shall make a request to oms-public@ofd.gov or call (202) 693-0123. Contractors may also reproduce and use exact duplicate copies of the official notice.

(b) "Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF)

(c) "Notice of Employee Rights Under Federal Labor Laws - 11x5.5-inch two-page format (PDF)
employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 90 calendar days after the date of hire, but see paragraph (b)(3) of this section); or

(iii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 30 calendar days after the date of hire, but see paragraph (b)(3) of this section); or

(iv) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 30 calendar days after the date of hire, but see paragraph (b)(3) of this section); or

(v) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 30 calendar days after the date of hire, but see paragraph (b)(3) of this section); or

(vi) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 30 calendar days after the date of hire, but see paragraph (b)(3) of this section); or

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(xix) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 30 calendar days after the date of hire, but see paragraph (b)(3) of this section); or

(xx) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 30 calendar days after the date of hire, but see paragraph (b)(3) of this section); or

(2) The Contractor agrees to notify the United States Government, by telephone, teletypewriter, or other electronic or mechanical means, of any change in the identification of a COTS item (or an item that would be a COTS item, but for minor modifications), provided by the COTS item provider, and that is normally covered by a government procurement order or contract; or

(i) Employment of more than $3,000; and

(ii) Includes work performed in the United States.

8. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

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

(i) Means any item of supplies or services that is—

(A) A commercial item (as defined in paragraph (1) of the definition of COTS item); or

(B) Sold in substantial quantity in the commercial marketplace; and

(ii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace.

(2) Does not include bulk cargo, as defined in 48 C.F.R. 22.1012(d), such as agricultural products and petroleum products. Per 46 CFR § 121.2 (c2), “bulk cargo” means cargo that is loaded and carried in a container, without mark or count, in a bulk, unpackaged form, having homogeneous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seaboard barges, is subject to mark and count and therefore, cannot be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands) in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 13466 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(1) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13466 to this clause.

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

(3) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

9. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

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

(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 the physical or mental disabilities of the employee or applicant.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor in the performance of any contract, the Contractor shall—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), provided by the COTS item provider, and that is normally covered by a government procurement order or contract; or

(ii) Construction.

(iii) Has a value of more than $3,000; and

(iv) Includes work performed in the United States.

9. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

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

(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 the physical or mental disabilities of the employee or applicant.

(b) Postings.

(i) 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 with disabilities.

(ii) The Contractor shall—

(A) Post employment notices in conspicuous places that are accessible to employees and applicants for employment.

(B) The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have to add a notation in the posted notice so that it might be read by a person in a wheelchair).

(C) The Contractor shall—

(1) Provide written notice to the Federal agency pursuant to a performance bond, the Contractor may choose to verify employees assigned to the contract. The Contractor shall initiate verification within 90 calendar days after the date of hire (but see paragraph (b)(3) of this section); or

(2) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days after the date of hire (but see paragraph (b)(3) of this section); or

(3) The Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter (including documents, material and special nuclear material) which are in the possession or control of the Contractor, then the Contractor must reenroll in E-Verify.

(4) If the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

(6) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR Part 49 and Subpart 9.4 of this part or in accordance with the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs.

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

(i) Is for—

(1) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), provided by the COTS item provider, and that is normally covered by a government procurement order or contract; or

(2) Construction.

(ii) Has a value of more than $3,000; and

(iii) Includes work performed in the United States.

10. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, including use of common security configurations and security policy standards, as defined by the National Institute of Standards and Technology website at https://csrc.nist.gov.

11. SECURITY (OCT 2013) (DEVIATION)

Responsibility is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all other DOE property. The Contractor is required to verify the information provided by the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. As excepted otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified information provided by the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. As excepted otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified information.
matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the terms and classifications of such matter and the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the applicable security regulations shall continue to apply to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

Definition of Classified Information. The term "Classified Information" means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1946, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, as required for the protection of the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

If the contractor establishes that any particular matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control at the time of award or during the period of the contract would be endangered or that the Contractor, its employees, and agents would be materially influenced by the secret of the same or similar foreign ownership, control, or influence problem.

Employment Enhancement. When placing and enhancing seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the North American Industry Classification (NAICS) 42.01.4, 42.01.5, 42.01.6, and 42.01.7, must be conducted by the employer and a background investigation by the Federal government may be conducted to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such Subcontractors and Subcontractors to the Subcontractors to maintain a record of information concerning each individual's receipt of a DOE access authorization, unless an approval has been granted.

In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring access authorization, the uncleared employee may not be afforded access to Restricted Data.

13. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) The contractor shall keep and maintain records containing all有毒 chemicals released from a DOE facility.

(b) A Contractor-owned or - operated facility used in the performance of this contract is exempt from the Toxic Chemical Release Reporting (TCRR) program if it is not a facility subject to the Toxic Chemical Release Reporting (TCRR) program.

(c) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(d) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(e) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(f) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(g) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(h) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(i) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(j) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(k) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(l) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(m) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(n) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(o) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(p) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(q) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(r) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(s) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(t) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(u) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(v) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(w) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(x) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(y) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

(z) The facility must file a Toxic Chemical Release Report (TCRR) for each calendar year in which there is a release of a Toxic Chemical that is subject to the TCRR program.

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

(a) The contractor must be aware of the contractor’s responsibilities for the implementation of this section, including the establishment of policies and procedures to ensure compliance with the requirements of this section.

(b) The contractor must submit the required documentation to the cognizant DOE office.

(c) The contractor must submit the required documentation to the cognizant DOE office.

(d) The contractor must submit the required documentation to the cognizant DOE office.

(e) The contractor must submit the required documentation to the cognizant DOE office.

(f) The contractor must submit the required documentation to the cognizant DOE office.

(g) The contractor must submit the required documentation to the cognizant DOE office.

(h) The contractor must submit the required documentation to the cognizant DOE office.

(i) The contractor must submit the required documentation to the cognizant DOE office.

(j) The contractor must submit the required documentation to the cognizant DOE office.

(k) The contractor must submit the required documentation to the cognizant DOE office.

(l) The contractor must submit the required documentation to the cognizant DOE office.

(m) The contractor must submit the required documentation to the cognizant DOE office.

(n) The contractor must submit the required documentation to the cognizant DOE office.

(o) The contractor must submit the required documentation to the cognizant DOE office.

(p) The contractor must submit the required documentation to the cognizant DOE office.

(q) The contractor must submit the required documentation to the cognizant DOE office.

(r) The contractor must submit the required documentation to the cognizant DOE office.

(s) The contractor must submit the required documentation to the cognizant DOE office.

(t) The contractor must submit the required documentation to the cognizant DOE office.

(u) The contractor must submit the required documentation to the cognizant DOE office.

(v) The contractor must submit the required documentation to the cognizant DOE office.

(w) The contractor must submit the required documentation to the cognizant DOE office.

(x) The contractor must submit the required documentation to the cognizant DOE office.

(y) The contractor must submit the required documentation to the cognizant DOE office.

(z) The contractor must submit the required documentation to the cognizant DOE office.
15. (b) If there has been no change affecting the quantity of activity, or the characteristics and
NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
(1) Delivered;
(2) Name of vessel.
(3) Date of loading.
(4) Port of loading.
(5) Port of final discharge.
(6) Description of commodity.
(7) Gross weight in pounds and cubic feet if available.
(8) Total ocean freight revenue in U.S. dollars.


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 vessels commercial supplies and commodities meeting the
requirements set forth in paragraphs (a) and (b) of this clause, and after award of the
contract circumstances change so that
(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50%
of the gross tonnage involved under this contract (computed separately for dry bulk
container cargo lines, and tankers) whenever shipping any equipment, materials, or
commodities, under the conditions set forth in paragraph (a) above, to the extent that such
vessels are available at rates that are fair and reasonable for privately owned U.S.-flag
commercial vessels.

(c) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for
each shipment to both –
(i) The Contracting Officer,
(ii) The:
Ofice of Cargo Preference
Maritime Administration
MARRIAGE ADMINISTRATION (MAR-590)
400 Seventh Street, SW
Washington, DC 20590

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

(e) The requirement in paragraph (a) does not apply to –
(1) Cargoes carried in vessels as or required or authorized by law or treaty.
(2) Ocean transportation between foreign countries of supplies purchased with foreign
currencies made available, or derived from foreign currencies; or
(3) Shipments of classified supplies when the classification prohibits the use of non-
Government vessels;
and
(4) Subcontracts or purchase orders for the acquisition of commercial items unless –
(i) The contract is –
(A) A contract or agreement for ocean transportation services; or
(B) An acquisition for the construction of commercial vessels, or
(C) The supplies being transported are—
(A) Items the Contractor is reselling or distributing to the Government
(B) A construction contract; or
(C) Acquired with advance of funds, loans, or guaranties made by or on behalf of the
United States, that may be transported by ocean vessel are –
(D) Date of loading.
(E) Total ocean freight revenue in U.S. dollars.
(F) Port of final discharge.
(G) Description of commodity.
(H) Gross weight in pounds and cubic feet if available.
(I) Total ocean freight revenue in U.S. dollars.

18. APPLICABLE LAW (OCT 1999)

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

19. SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—
"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide,
electronic, web-based system for small business subcontracting program reporting.

(c) certification of necessity for foreign-flag air transportation, the contractor shall include a statement on vouchers involving
such transportation essentially as follows:
STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

international air transportation of persons (and their personal effects) or property by 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):
"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to all sources of subcontracting, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be considered.

"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 employer-employee relationship) entered into by a Federal Government contractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that describes how the offeror proposes to subcontract with small business, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontractors that contribute to performance, and may include a proportionate share of government services that are normally allocated as indirect costs.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to performance, and may include a proportionate share of government services that are normally allocated as indirect costs.

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes.

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

(i) Small business concerns (including ANC and Indian tribes);
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns," as specified by the Contracting Officer; and that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will:

(i) Cooperate in any studies or surveys as may be required;
(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
(iii) Submit the subcontracted Subcontract Reporting Form (see paragraph (h) of this clause) and the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause and 49 CFR 23.201; and
(iv) Submit the Subcontracting Plan Report (SPR) and the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause and 49 CFR 23.201; and
(v) Ensure that its subcontracting with subcontracting plans agree to submit the IRS and/or the SSR using eSRS;

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

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

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award in an amount of more than $150,000, including:

(A) Whether small business concerns were solicited and, if not, why not;
(B) Whether veteran-owned small business concerns were solicited and, if not, why not;
(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
(D) Whether HUBZone small business concerns were solicited and, if not, why not;
(E) Whether small disadvantaged business concerns were solicited and, if not, why not;
(F) Whether women-owned small business concerns were solicited and, if not, why not;
(G) Applicable, the reason award was not made to a small business concern;

(iv) Records of any outreach efforts to contact small business concerns and subcontracting goals are met.

(b)(2)(E) Whether outreach efforts to meet subcontracting goals are met.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Any other performance to evaluate compliance with the program's requirements.

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

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Cooperate in any studies or surveys as may be required;

(2) Establish subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with each of the following:

(i) Small business concerns (including ANC and Indian tribes);
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Information Technology database of the Office of Small and Disadvantaged Business Utilization, or such other database as may be established in the future.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentation of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns for the purpose of obtaining a subcontract that is to be included as part of all or a goal of the subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern is a potential subcontractor, the offeror shall have a small business preference, upon determination of the successful subcontractor, the Contractor must inform each unsuccessful small business subcontractor offering in writing of the name and location of the apparent successful offeror and the basis for the decision as a reference to the subcontracting plan required by the offeror's clause, provided:

(f) A master plan on a plant or division-wide basis that contains all the elements required by this clause and a statement that the offeror's subcontracting plan is an integral part of the offeror's overall subcontracting plan.

(g) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plans.

(h) The plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting...
generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect. As long as the product or service being provided by the Contractor continues to meet the definition of a commercial item, a Contractor with a commercial plan shall comply with the terms of this contract as required under FAR 52.244-6, by submitting one SSR in eSRS for all contracts covered by the Contractor's commercial plan. This report shall be acknowledged or rejected by the Government, the contractor who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

2.1. The failure of the Contractor or subcontractor to comply in good faith with—

(a) The clause of this contract entitled “Utilization Of Small Business Concerns;” and

(b) Any reduction in the contract price under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or modification.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 54.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

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

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

1. Be limited to such modifications.

2. Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 54.215-4, and

3. Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 54.215-4, for the price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 54.215-4, the Contractor certifies to the Contracting Officer that the data submitted were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or modification.

2.5. 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—

(i) 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;

(ii) 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;

(iii) 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;

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

(b) The Contractor proves that the certified cost or pricing data were complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data;

(c) The Contractors Certificate of Current Cost or Pricing Data would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

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

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

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and consistent with its financial capabilities and is otherwise required under applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

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

The Laboratory, by written notice, may terminate this contract, in whole or in part, when in the opinion of the Laboratory, this contract is terminated in the national interest or in the best interest of the public, 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.

22. REPORTS (OCT 1999)

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

23. 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 54.215-4, the contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 54.215, Table 15-2 to include a certification that the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 54.215-4 applies.

(b) The subcontractor shall require the subcontractor to certify in substantially the form prescribed in FAR 54.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 54.215-4, when the Contractor is the prime contractor—

1. The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract, or

2. The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

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

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

1. Be limited to such modifications.

2. Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 54.215-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 54.215-4, the Contractor certifies to the Contracting Officer that the data submitted were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or modification.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 54.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or modification.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 54.215-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or modification.

(d) The Contractor shall submit a separate report to the Contracting Officer as described in paragraph (b) of this clause.

(e) The substance of this clause shall be limited to 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.

(f) The Contractor shall submit ISRs and SSRs using the web-based eSRS at FAR 52.212-12, Purchases from a corporation, company, or subdivision that is an affiliate of the “prime” Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to—

1. The clause at 52.212-5 that awarded the subcontract.

2. Any reduction in the contract price under paragraph (a) of this clause due to defective certified cost or pricing data.

3. The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract, or

4. The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

25. 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—

(i) 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;

(ii) 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;

(iii) 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;

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

(b) The Contractor proves that the certified cost or pricing data were complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data;

(c) The Contractors Certificate of Current Cost or Pricing Data would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

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

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

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and consistent with its financial capabilities and is otherwise required under applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

(c) An exception to this clause, including this paragraph (c), in all contracts with small business concerns, including subcontracts with small disadvantaged business concerns for the acquisition of commercial items.
26. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 31.101-15(b), except that this clause does not apply to any modification if an exception under FAR 31.005 applies.

(b) If any price, including, without limitation, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, is increased by any significant amount because the price or cost data were inaccurate or incomplete, then the contractor shall promptly provide the Laboratory with a revised price or cost calculation.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, phrase applicable overhead and profit markup, by which such subcontractor exceeded the limit or standard specified in the contract. The amount of the reduction to be credited to the contract price shall be based on the cost of the subcontract (1) that the contractor or subcontractor furnished the Contractor, or (2) that the contractor or subcontractor furnished the Contractor.

(d) If any such change causes an increase or decrease in the cost of, or the time required for, the work proposed to be subcontracted, and such other information as the Laboratory shall request.

(e) An offset shall not be allowed if—

(ii) An offset shall not be allowed if—

(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.

(f) The Contractor or subcontractor shall not be liable to and shall pay the United States at the time such overpayment is detected.

(iii) 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.

28. 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. If the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimated price is improbable, authorize a change in the design of the facilities and permit the estimated construction cost to an amount within the estimated contract price set forth in paragraph (c) below, or the Laboratory may adjust such construction contract price by an amount not exceeding $100,000. In that event, if the Government unreasonably delays, the Laboratory shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitations described below.

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

29. WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTORS (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.

30. REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)

Architects or engineers registered in practice in the particular 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 professional features of the work.

31. PERSONNEL (DEC 2000)

The personnel listed in Clause, Key Personnel, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must notify the Laboratory Procurement Office in writing.

32. INSPECTION (OCT 1999)

The Laboratory, through any authorized representatives, has the right at all times, to inspect, test, and verify that the work is being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Laboratory on the premises, the contractor or a subcontractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Laboratory representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

33. 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, the work proposed to be subcontracted, and such other information as the Laboratory shall request.

(c) The contractor shall be liable to and shall pay the United States at the time such overpayment is detected.

(iii) 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.

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

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

(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.

34. 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. The contractor shall be entitled to recovery of such losses and damages as it may sustain by reason of such suspension, delay, or interruption. If the performance of any term or condition of the contract is suspended, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract, or (2) by the Laboratory's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessary caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no suspension of work 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, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(b) A claim or assertion of this clause shall not be made for any losses or damages sustained by the contractor or a subcontractor, a description of the work proposed to be subcontracted, and such other information as the Laboratory shall require.

(c) The contractor shall not subcontract any part of the work hereunder without the prior written approval of the Laboratory. When requesting such approval, the contractor shall furnish the Laboratory a description of the work proposed to be subcontracted, and such other information as the Laboratory shall require.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(1) The Contractor shall be responsible for compliance by any subcontractor or subcontractor employee for the purpose of performing work on any prime contract with the United States or in the contract price charged by a subcontractor to a Prime Contractor or higher tier subcontractor.

38. PERMITS OR LICENSES (OCT 1999)

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

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

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded from such exemption was later imposed or on, or decreased or reduced during the contract period, on the transactions or property covered by this contract or upon the after-imposed Federal tax, is the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-imposed Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which 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.

All applicable Federal, State, and local taxes and duties, and the economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these sanctions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V, would prohibit such a transfer. Upon the completion of work, the United States or in the contract price charged by a subcontractor or higher tier subcontractor with the United States.

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

42. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any property or service that is specified to be subject to any economic sanctions of OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transfer. Upon the completion of work, the United States or in the contract price charged by a subcontractor or higher tier subcontractor with the United States.

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

“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.

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

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contracting Officer will withhold the amount of an after-imposed Federal tax.

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

“Contract date” means the date set for bid opening or, if this is a negotiated contract, the effective date of this contract or modification.
This clause applies to all subcontracts that exceed $150,000.

(1) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting subcontractors directly or indirectly from performing any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(2) The exclusion in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in this clause applies only to the agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item.

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

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

This clause is applicable to all subcontractors that exceed $150,000.

(1) 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.

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

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

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, a unit of State government, a special purpose representative organization, an instrumentality of any governmental unit, and any other instrumentality of the State government.

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

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

(2) A member of the unified services, as defined in section 101(g)(1)(T), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

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

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

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

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

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement from the Government, or as such officer or employee is employed by such person for less than 130 working days within a calendar year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

"Subcontract" means a contract that may be (1) a contract, grant, loan, cooperative agreement, or any other instrumentality of the Government.

"Federally funded" means that a Federal action or for meeting requirements imposed by or pursuant to law for Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequently.

(2) Professional and technical services.

(1) A payment or reimbursement of compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, renewal, amendment, or modification of a covered Federal action, for personal or professional services rendered directly in connection with the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, renewal, amendment, or modification of a covered Federal action in the planning, design, and construction of any project or for professional services rendered directly in connection with the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(3) The Contractor shall include the substance of this clause, including this paragraph (c)(2), of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedies provided by law.

(2) Contractors may rely without liability on the representation made by their parent contractors or subcontractors that are certified to any extent to be exempt from the requirements of this clause.

(3) 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. The Contractor or subcontractor who receives the subcontract shall retain the declaration.

(2) A copy of each subcontract disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall also retain a copy of the subcontract disclosure form submitted by the subcontractor, to the Contracting Officer within 30 days of a copy of all disclosures. Each subcontracter certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $100,000.

45. PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2019)

(1) Estimates shall be made monthly of the amount and value of the work and services performed under the Contract as the work of the Contract is performed by the Contractor.

(2) Payment of reasonable compensation made to an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

(4) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action.

(5) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission;

(6) Making a commitment to pay unallowable costs in connection with the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(7) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, renewal, amendment, or modification of a covered Federal action in the planning, design, and construction of any project or for professional services rendered directly in connection with the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(8) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include contracts, grants, and cooperative agreements.

(9) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional technical knowledge of the Consultant or service provider for the purpose of providing such advice and analysis.

(10) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include contracts, grants, and cooperative agreements.

46. PROHIBITION OF SEGREGATED FACILITIES (APR 2019)

(1) As used in this clause—

"Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/opa/cfo/GLBT/GFAFAQs.html.

"Segregated facilities" means locker rooms, showers, or restrooms, such as is normally shared by employees and other users, including employees and users of restaurants and other eating areas, time clocks, locker rooms and other storage or dressing

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areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom the term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. “Sexual orientation” has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/FAQs.html.

(b) The contractor agrees that it does not guarantee and physical or financial security to employees any segregated facilities at any of its establishments, and that it does not and will not permit the employee to perform their services at any location where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity Clause of this contract.

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

47. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of “DOE Contractor Employee Protection Program” at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

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

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 635 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-237) and FAR 3.908.

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

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

49. PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of “DOE Contractor Employee Protection Program” at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

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

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

50. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(a) Definition. "Commercially available off-the-shelf (COTS)" item, as used in this clause:

(1) Means any item of supply (including construction material) that is:
   (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
   (ii) Sold in substantial quantities in the commercial marketplace; and
   (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 48 U.S.C. 1001(d), such as agricultural raw materials and petroleum products.

(b) Exclusions. The notice must include the following:

(i) The name of the subcontractor.

(ii) The Contractor's notice of the reasons for the bar, suspension, or debarment of the subcontractor.

(iii) The bar, suspension, or debarment (see FAR 9.404- subparts for information on the System for Award Management (SAM) Exclusions).

(c) Contractors. The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's notice of the reasons for the bar, suspension, or debarment of the subcontractor.

(3) By means of the abuse or threatened abuse of law or the legal process.

(4) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm to or physical restraint against such person.

(5) The abuse or threatened abuse of force.

(6) The abuse or threatened abuse of force.

(7) The abuse or threatened abuse of force.

(8) The abuse or threatened abuse of force.

(9) The abuse or threatened abuse of force.

(b) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(2) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(3) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(4) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(5) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(6) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(7) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(8) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(9) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose, in a form and work language accessible to the worker, basic information or material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract; 
(2) Requiring the Contractor to terminate a subcontract; 
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action; 
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; 
(5) Declining to exercise available options under the contract; 
(6) Termination of the contract for default or cure, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.
(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violations, that may include reparation to victims for such violations.
(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the elements of the plan that were only recently directed by the Contractor to do so.
(g) Full cooperation.
(1) The Contractor shall, at a minimum:
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the violation.
(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents.
(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims' Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13671, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
(iv) Provide employee or subcontractor records, or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, such as a claim for the costs of the Request for Assistance.
(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by attorney work product doctrine;
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights;
(iii) Restrict the Contractor from-
(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
(h) Compliance plan.
(1) This paragraph (h) applies to any portion of the contract that:
(i) Is for supplies which are commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $50,000.
(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
(i) To the size and complexity of the contract; and
(ii) To the nature and scope of the activities to be performed for the Government, including subcontracting arrangements.
(3) The plan shall:
(A) Be for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(B) Be such that the Government may rely on a certification to the Contracting Officer that-
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $50,000.
(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require certifications, prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
52. 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 assignees (foreign nationals for 30 days or longer). A DS-2019 must be submitted for each individual. All access requests must be submitted to the Site Access Office of the Laboratory. The Site Access Office of the Laboratory will review and make a decision on the request. It is the experience of the Laboratory that in order to process any request in a timely manner, the requestor should contact the Site Access Office prior to its submission. Depending on the security clearance of the individual, the approval and clearance process can be completed within 30 days of the submission date. In cases where the Site Access Office is not able to process the request in a timely manner, the individual will be formally notified in writing of the reasons for the delay and the process will be continued.
53. EXPORT LICENSE AGREEMENT (AUG 2002)
The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export controls. This includes any communications or technical data obtained by the contractor from either the United States or foreign governments that is intended or may be intended for use in or by a foreign national, whether it takes place in the United States or abroad. Technical information (data) that is collected, received, or developed in your country is subject to the U.S. Export Administration Regulations (EAR) and the Department of Commerce regulations. Such materials and/or information may be subject to the Export Control Laws of the United States; and Serious violation of the EAR or the Department of Commerce regulations may result in criminal penalties, and/or civil penalties, and/or administrative penalties, and/or the denial of export privileges.
54. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)
The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls.
55. CONFLICTS OF DOCUMENTATION (MAY 2001)
Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents to be considered Documentation “Conflicts” may be ascertained by the contractor shall be immediately submitted to the Laboratory for its written decision. Any work performed by the contractor under such decision shall be at the contractor’s own risk.
56. 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 the same, as long as the technical data contained in the proposal upon which this contract is based.
57. 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.
58. 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 completion of construction of the facility to be designed and hereunder to compete for or be awarded or perform any work under any contract or subcontract for the furnishing of supplies and/or services for construction work with respect to the facility designed hereunder, and the design prepared hereunder shall not incorporate the products of any such firm. Neither shall such a firm be
59. LIMITATIONS PERIOD (MAY 2001)

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

60. 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 and such insurance shall be primary.

61. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2012)

(a) Definitions. As used in this clause—

"Driving"—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

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

(c) The Contractor is encouraged to—

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

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

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

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

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

(ii) Education, awareness, and outreach to employees about the safety risks associated with text messaging while driving.

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

62. 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.

63. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:

2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

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

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

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

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

64. SUSPECT COUNTERFEIT PARTS (DEC 2007)

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

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners, hoisting, rigging, and lifting equipment; cranes, hoists, valves, pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials; 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 and 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.
# Suspect/Counterfeit Bolt Headmark List

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

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

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
</table>

## Grade 5 fasteners with the following manufacturers' headmarks:

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

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

## Grade 8 fasteners with the following manufacturers' headmarks:

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

## Grade 8.2 fastener with the following headmark:

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

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

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

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

Headmarkings are usually raised – sometimes indented.

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