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

1. Displaced Employee Hiring Preference (Jun 1997) .................. 2
2. Covenant Against Contingent Fees (May 2014) ..................... 2
3. Equal Opportunity (Mar 2007) ........................................... 2
4. Employment Reports Veterans (Jul 2014) ............................ 2
5. Equal Opportunity For Veterans (July 2014) ......................... 2
8. Employment Eligibility Verification (Aug 2013) ...................... 3
9. Equal Opportunity For Workers With Disabilities (Jul 2014) .. 3
10. Information Technology Acquisitions (March 2009) .............. 3
11. Security (Oct 2013) (Deviation) ......................................... 3
12. Classification/Declassification (Sep 1997) ............................ 4
13. Clean Air And Water (Apr 1984) ....................................... 4
17. Preference For U.S. Flag Air Carriers (Jun 2003) ................. 5
18. Preference For Privately Owned U.S. – Flag Commercial Vessels (Feb 2006) ........................................ 5
19. Applicable Law (Oct 1999) ............................................... 6
20. Small Business Subcontracting Plan (Jan 2011) ..................... 6
22. Termination For Convenience Of The Laboratory (Oct 1999) 7
23. Reports (Oct 1999) .......................................................... 7
25. Subcontractor Cost Or Pricing Data–Modifications (Oct 2010) 7
26. Price Reduction For Defective Certified Cost Or Pricing Data (Aug 2011) .......................................................... 8
27. Price Reduction For Defective Certified Cost Or Pricing Data—Modifications (Aug 2011) ............................. 8
29. Design Within Funding Limitations (Oct 1999) ...................... 8
30. Work Oversight In Architect-Engineer Contracts (Oct 1999) .8
31. Requirements For Registration Of Designers (June 2003) .... 8
32. Key Personnel (Dec 2000) ............................................... 8
33. Inspection (Oct 1999) ..................................................... 8
34. Changes--Fixed Price (Oct 1999) ...................................... 9
35. Suspension Of Work (Oct 1999) ...................................... 9
36. Assignment And Subcontracting (Oct 1999) ...................... 9
37. Subcontracts For Commercial Items (Jul 2014) ................... 9
38. Contract Work Hours And Safety Standards Act – Overtime Compensation (May 2014) ............................. 9
39. Permits Or Licenses (Oct 1999) ...................................... 9
40. Federal, State, And Local Taxes (Apr 2003) ...................... 9
41. Termination (Fixed-Price Architect-Engineer) (Apr 1984) .....9
42. Anti-Kickback Procedures (May 2014) ............................. 10
43. Restriction On Certain Foreign Purchases (Jun 2008) ........ 10
44. Restrictions On Subcontractor Sales To The Government (Sep 2006) – Applicable To Contracts Which Exceed $100,000 ...10
45. Limitation On Payments To Influence Certain Federal Transactions (Oct 2010) ......................................................... 10
47. Bankruptcy (Jul 1995) ..................................................... 11
49. Accounts, Records, And Inspection (Dec 2010) ................ 11
50. Whistleblower Protection For Contractor Employees (Dec 2000) .............................................................. 11
51. Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014) 11
52. Protection For Contractor Employees (Dec 2000) ............ 11
53. Protecting The Government’s Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Dec 2010) ........................................ 11
54. Combating Trafficking In Persons (Feb 2009) .................... 12
55. Laboratory Site Access And /Or Participation In Activities By Non-U.S. Nationals (Dec 2004) ......................... 12
57. Export Control Information For Foreign Travel (Nov 2002) .12
58. Conflicts Of Documentation (May 2001) .......................... 12
59. Rights To Proposal Data (May 2001) ............................... 12
60. Environmental Protection (May 2001) ............................ 12
61. Bar On Contracting (May 2001) ................................... 12
62. Limitations Period (May 2001) .................................... 13
63. Vehicle Liability Insurance Coverage (August 2001) ........ 13
64. Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011) ..................................................... 13
65. Integration Clause (May 2001) ....................................... 13
66. Technical Standards Program (Feb 2011) ....................... 13
67. Suspect Counterfeit Parts (Dec 2007) ............................... 13
1. PLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Applicability.

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

(b) Definition.

Employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, held by veterans or (2) whose position of employment has been, or will be, held by individuals who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the job vacancy is announced.

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

(d) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

2. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee of agency. For breach or violation of this warranty, the Contractor shall furnish to the contracting agency all information required by the OFCCP for the purpose of securing business, that neither exerts nor professes to exert improper influence to solicit or obtain Government contracts nor holds itself as being able to obtain any Government contract or contracts through improper influence.

(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor professes to exert improper influence to solicit or obtain Government contracts nor holds itself as being able to obtain any Government contract or contracts through improper influence.

(c) “Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(d) “Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration to or act regarding a Government contract on any basis other than the merits of the matter.

3. EQUAL OPPORTUNITY (MAY 2007)

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

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been in or awarded non-exempt Federal contracts and/or subcontracts that have an aggregate value of $50 million or more in any of the factors 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 necessary to determine the applicability of this clause.

(c) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(d) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(e) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This clause includes, but is not limited to —

(1) Employment;

(2) Upgrading;

(3) Assignment;

(4) Termination;

(5) Layoff; or termination;

(6) Rates of pay or other forms of compensation;

(7) Selection for training, including apprenticeship;

(8) Assignments of work;

(9) Advancement;

(10) Referral for possible employment.

The Contractor shall afford all qualified applicants and employees equal opportunity for employment.

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

(g) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The contractor shall submit with the standard form 100 and other required reports as described in the Department of Labor’s Federal Contract Compliance Program (OFCCP)’s web page at www.dol.gov/ofccp/ for the purpose of conducting on-site compliance evaluations and complaint investigations. The contractor shall permit the OFCCP to inspect and copy any books, accounts, records (including computerized records), and other data that are relevant to the investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(h) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor as provided in Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(j) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including, sancutions for noncompliance; provided, that if the Contractor becomes involved in litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(k) Notwithstanding any provision of law, contract, or otherwise, disputes relative to this clause will be governed by the procedures in 41 CFR 60-11.

4. EMPLOYMENT REPORTS VETERANS (JUL 2014)

(a) Definitions. As used in this clause, “Armed Forces service medal 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 government agency shall, at least annually, as required by the Secretary of Labor, on or before September 30 of each year,

(1) The total number of employees in the Contractor’s workforce, 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 medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans.

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location 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 copies of Part V of Form VETS-100A to the Secretary within 30 days of each year.

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

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due;

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including, but not limited to, participation by the Contractor in accordance with 41 CFR 60-300.42, voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(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.

5. EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

(a) Definitions. As used in this clause—

(1) “Armed Forces service medal veteran,” “active duty wartime or campaign badge veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given in FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) 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.

The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language in may be made as appropriate to identify properly the parties and their undertakings.

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

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

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity. Additionally, the notice provides examples of illegal conduct by employers and unions, and it provides contact information to the National Labor Relations Board (www.nlrb.gov), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically.

Executive Order 13496 Notice of Employee Rights, in Adobe Reader (.pdf) format, can be downloaded from the link:

Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF)
Notice of Employee Rights Under Federal Labor Laws - 11x5-inch two-page format (PDF)
7. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

Applies To Contracts That Exceed $10,000 In Value

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about the Contractor’s plants and offices where employees covered by the National Labor Relations Act engage in activities pertaining 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, in accordance with 29 CFR 471.2(d) and 471.2(e).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices to be read or seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contact.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used by employees to get notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department of Labor’s Web site is included in the notice depicted in paragraph (b)(2)(iii) of this section.

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


(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EOLIA3496.htm; or

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

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

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

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

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

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

8. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause—

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

(1) Means any item of supply that is—

(i) A commercial item as defined in paragraph (1) of the definition at 21 U.S.C. 731.

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

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

(2) Does not include bulk cargo, as defined in 48 U.S.C. 10109(d), such as agricultural products and petroleum products, that is not “in bulk” or “in unpacked form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count, and, therefore, ceases to be bulk cargo.

“Employee”—means any individual who is an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 29 CFR part 60, which is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions;

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 23 U.S.C. 415, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchased orders, and changes and modifications to purchase orders.

“Subcontractor” means a prime contractor, or vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(1) “United States”, as defined in 8 U.S.C. 1101(a)(38), includes the States, the District of Columbia, Puerto Rico, the Canal Zone, the Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

(b) Enrollment and verification requirements.

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

(i) Enroll, Effective 30 calendar days from the date of contract award, in E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. By 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(2)(iii) of this section); and

(iii) Verify employees on the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(2)(iii) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees;

(ii) Any employee hired 30 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(2)(iii) of this section); or

(iii) Employees assigned to the contract. For each employee assigned to the contract, whether new hire or continuing employee, the Contractor shall verify the employee through E-Verify program within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(2)(iii) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)), a State or local government or the government of a Federally recognized Indian Tribal Organization, the Contractor shall take the following actions—

(i) Issue and post at each of the Contractor’s places of employment, and in such form, and containing such content as prescribed by the Secretary of Labor, the notification required to be posted under paragraph (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies to employees who were hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of the effective date of enrollment in the E-Verify program; or

(ii) Notify to E-Verify Operations of the Contractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(4) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) Within the period during termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from the obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) The Contractor is enrolled as a Federal Contractor in E-Verify, and the use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified by the Contractor through the use of this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to controlling or protecting information that has been determined by the Secretary of Defense or the Secretary of the Military Department or Head of a Federal agency pursuant to a performance bond, the Contractor shall notify the Department of Homeland Security (DHS) or the Social Security Administration (SSA) of all new employees.

(i) The Contractor shall use the National Industrial Security Program Operating Manual; or

(ii) A Commercial or non-commercial services (except for commercial services that are part of a National Industrial Security Program (NISP) program); a COTS item, but would be a COTS item, but for minor modifications), performed by the COTS provider; and

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

(1) Is for—

(a) Commercial or non-commercial services (except for commercial services that are part of a National Industrial Security Program (NISP) program); a COTS item, but would be a COTS item, but for minor modifications), performed by the COTS provider; and

(b) Includes work performed in the United States.

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

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by contractors to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rule, regulations, or orders of the Secretary of Labor that such subcontract or purchase order can be exempted. The Contractor shall continue to be applicable to the classified material retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

(d) Definition of Classified Information. The Contractor has classified information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12056, Classified National Security information, as amended, or prior executive orders, which is identified as National Security Information.
(d) Definition of Restricted Data. The term “Restricted Data” means all data containing classified information, information that has been determined, pursuant to Executive Order 12958, Classified Information or material that falls within the purview of the Atomic Energy Act of 1954, and the DOE’s regulations and contract requirements applicable to the particular category of security-related information or specific nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 940.401, of an uncleared applicant or unclassified employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must verify an uncleared applicant’s or unclassified employee’s educational background, including any high school diploma obtained within the past five years, and any degrees or diplomas granted by an institution of higher learning; contact listed employees for the last three years and listed personal references; conduct employment and credit checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or unclassified employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization if the applicant possesses access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information, and the implementing regulations (61 FR 7074.1) and (61 FR 7074.2).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or unclassified employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those (a) governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer employment selection and testing; and (c) concerning illegal drug usage.

(iv) In an additional review, each candidate for DOE access authorization must be tested for illegal drug use, as defined in 5 CFR Part 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 5 CFR Part 707.1. All employees possessing access authorizations, subject to applicable, random or for cause testing for use of illegal drugs, DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or unclassified employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual having successfully completed an access authorization. To obtain an access authorization, an applicant must be tested and pass a drug test, and pass a background investigation, as required by the DOE Office of the Inspector General. DOE must be provided with all drug test results.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or unclassified employee who is selected for a position requiring an access authorization. The Contractor must retain this request only the following information will be furnished to the head of the cognizant DOE Security Office: A. The date(s) each Review was conducted; B. Each entity that provided information concerning the individual; C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information collected during the review; D. A certification that all information collected during the review was reviewed and evaluated in a manner consistent with DOE’s policies; and E. The results of the test for illegal drugs.

(vii) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, shall subject the Contractor to criminal liability. (b) The Contractor shall be responsible for (i) ensuring that all classified information is safeguarded; (ii) obtaining access authorizations for all DOE employees, subcontractors, and their employees, and their representatives, who will have access to classified information; (iii) promptly notifying the DOE Office of Security in writing of any changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

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

12. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy’s regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, “classified information” means information that has been determined, pursuant to Executive Order 12958, Classified Information or material that falls within the purview of the Atomic Energy Act of 1954, and the DOE’s regulations and contract requirements applicable to the particular category of security-related information or specific nuclear material to which access is required.

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7410) (d) and (e), and section 116 of the Clean Water Act (33 U.S.C. 1221 et seq.) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in

13. CLEAN AIR AND WATER (APR 1984)

(a) “Air Act,” as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

(b) “Water Act,” as used in this clause, means: Clean water standards,” as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or Executive Order 12084, as amended.

(c) “Compliance,” as used in this clause, means with --

1. Clean air or water standards; or
2. A schedule of work to be performed or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under State or local law or regulation.

(2) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411 (c) or (d));

(3) An approved implementation procedure or plan under section 308 of the Clean Water Act (33 U.S.C. 1318); or

(4) An approved implementation procedure or plan under section 111(d) of the Air Act (42 U.S.C. 7412 (d)).

(b) Compliance standards,” as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved State or Tribal implementation plan (40 CFR Part 122, 123). In addition, the contractor or subcontractor shall be deemed in compliance with any applicable or proposed water pollution control requirement promulgated under the Water Act by a State or Federal agency when the contractor or subcontractor complies with the requirements of the applicable law or regulation.

“Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the contractor or subcontractor, and any location or site of operations, containing or used for the storage or transportation of hazardous or radioactive material, at a contractor or subcontractor facility.

“Foreign ownership, control, influence,” means any situation or event that creates a foreign ownership, control, or influence situation. This includes, for example, a situation in which the contractor fails to meet the obligations imposed by this clause or if the contractor fails to meet the obligations imposed by this clause or if the contractor creates a foreign ownership, control, or influence situation in order to avoid performance of the work under this contract.

The Contractor may, at any time, present classified information to the Department of Justice and any investigative unit of the Department of Justice, as the Director of the Department of Justice requests.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7410) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in

(4) The Contracting Officer may terminate this contract for default either if the Contractor creates a foreign ownership, control, or influence situation that, in the judgment of the Contracting Officer, creates a foreign ownership, control, or influence situation in order to avoid performance of the work under this contract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance of the work under this contract.

(6) The Contracting Officer may terminate this contract for default either if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance of the work under this contract.

(l) The contractor agrees to --

(1) To comply with the requirements of section 111 of the Clean Air Act (42 U.S.C. 7410) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in

(2) Clean air or water standards; or

(3) A schedule of work to be performed or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under State or local law or regulation.

(4) Compliance standards,” as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved State or Tribal implementation plan (40 CFR Part 122, 123). In addition, the contractor or subcontractor shall be deemed in compliance with any applicable or proposed water pollution control requirement promulgated under the Water Act by a State or Federal agency when the contractor or subcontractor complies with the requirements of the applicable law or regulation.

“Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the contractor or subcontractor, and any location or site of operations, containing or used for the storage or transportation of hazardous or radioactive material, at a contractor or subcontractor facility.

“Foreign ownership, control, influence,” means any situation or event that creates a foreign ownership, control, or influence situation in order to avoid performance of the work under this contract.

The Contractor may, at any time, present classified information to the Department of Justice and any investigative unit of the Department of Justice, as the Director of the Department of Justice requests.
14. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for each calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCA) (42 U.S.C. 11022(b) and (g)) and in appendix D to part 62 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R through the close of the calendar year following the close of the contract.

(b) The Contractor may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall —

(1) Be submitted in writing;

(2) Be for a specific item and shall identify the specific item to be shipped in the Form R.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading or ocean bill of lading released (Form B) for each item or component shipped by ocean vessel.

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

(d) The Contractor shall insert the substance of this paragraph in all nonexempt subcontract, including this paragraph (d), at the time of contract award, for products that are —

(1) Delivered.

15. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *days prior to the delivery of, or prior to completion of any servicing required by this contract, of items containing radioactive material.

(a) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1946, as amended, set forth in Title 10 of the Code of Federal Regulations, and requiring a license from the appropriate regulatory agency, is subject to the regulations issued pursuant to the Federal Accreditation Act, 42 U.S.C. 13106, and must be licensed and shipped in accordance with the regulations prescribed by the appropriate regulatory agency.

(b) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or per activity, or per item, is exempt from the filing and reporting requirements of paragraph (a) of this clause.

(c) Notice shall be given to the Contracting Officer, and if required, to any other agencies, of the shipment of radioactive material.

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

(a) Definition. As used in this clause —

(1) "Energy-efficient product"—

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

(ii) Is in the upper 25% of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(b) The term "product" does not include a construction contract or project for a building or improvement, or system design or system delivered or procured for combat or combat-related missions (42 U.S.C. 8292).

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

(1) Delivered.

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

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

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

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

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

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

(e) Information about these provisions is available at —

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

(2) FEMP at http://www.EFEMP.energy.gov/program/no/keep_requirements.html;
c. The offeror's subcontracting plan shall include the following:

b. The offeror, upon request by the Laboratory Procurement Official, shall submit and negotiate a subcontract within the time specified by the Laboratory Procurement Official. Failure to submit the plan or to negotiate within the time specified by the Laboratory Procurement Official will constitute a violation of the subcontracting plan.

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

ii. On a contract-by-contract basis, records to support award data submitted by the offeror shall be maintained by the offeror and provide the basis for determining the offeror's compliance with the subcontracting plan.

iii. Service-disabled veteran-owned small business concerns;

iv. HUBZone small business concerns;

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

vi. Women-owned small business concerns.

b. Monitoring performance to evaluate compliance with the program's requirements.

i. Trade associations;

ii. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business concerns (including ANCs and Indian tribes);

iii. Other sources of information (e.g., personal contacts, publications, and networking opportunities) in this clause.

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 small business concerns were solicited and if not, why not;

G. If applicable, the reason for non-conformance was not made to a small business concern.

4. A description of the types of subcontracting goals in paragraph (d)(1) of this clause.

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. If applicable, the reason for non-conformance was not made to a small business concern.

5. A description of outreach efforts to contact –

A. Trade associations;

B. Business development organizations;

C. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business concerns;

D. Veterans service organizations.

6. A record of outreach efforts to contact –

A. Workshops, seminars, training, etc.;

B. Monitoring performance to evaluate compliance with the program's requirements.

7. A record of subcontracting plans, including approval status, and whether the subcontracting plan is similar to the plan that complies with the requirements of this clause.

8. A description of the types of subcontracting goals in paragraph (d)(1) of this clause.

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. If applicable, the reason for non-conformance was not made to a small business concern.
of each subcontractor. Contractors having commercial plans need not comply with this requirement.

d. In order to better implement the plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

1. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, technical publications, schedules and facilitating the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

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

3. Counsel and discuss contracting 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. Establish a master plan on a plant or division-wide basis that contains all the elements required by the Central Contractor Registration (SAM) database or by contacting SBA.

5. Provide notice to subcontractors of the potential benefits and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged business and women-owned small business firms.

6. Ensure that the master plan is in effect for each subcontracting plan submitted, except that of the offeror by this clause, provided —

   i. The master plan has been approved.

   ii. The offeror ensures that the master plan is updated as necessary and provides copies of the updated master plan, including evidence of its approval, to the Contracting Officer; and

   iii. 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 plan.

f. A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting opportunities for both commercial and small business, rather than only small business concerns under 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 reporting requirements of paragraph (h)(1) of this clause by submitting the SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days from the end of the Government’s fiscal year.

g. If the contractor fails to comply with the reporting requirements of paragraph (h)(1) of this clause, the Government may terminate the contract for default.

h. The authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

ii. When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, if a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

3. The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 45.203(b), the best knowledge and belief, that the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated cost or price.

b. In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either —

   i. The substance of this clause, including this paragraph (c), if paragraph (a) of this clause was accurate, complete, and current as of the date of agreement on the negotiated cost or price.

   ii. The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 45.203(b), the best knowledge and belief, that the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated cost or price.

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

(a) After awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, the Contractor shall provide for accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 45.203(b), that the best knowledge and belief, that the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated cost or price.

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

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

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

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, the Contractor shall provide for accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 45.203(b), the best knowledge and belief, that the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated cost or price.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either —

   i. The substance of this clause, including this paragraph (c), if paragraph (a) of this clause was accurate, complete, and current as of the date of agreement on the negotiated cost or price.

   ii. The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 45.203(b), that the best knowledge and belief, that the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated cost or price.
26. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

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

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

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

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced according and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause was effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(b)(2).

(b) If any reduction in the contract price under paragraph (a) of this clause results in an overpayment, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The undersubmitted data were known by the Contractor to be undersubmitted as of the “as of” date specified on its Certificate of Current Cost or Pricing Data, or

(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.

(c) If the Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data, the Contractor shall be liable to and shall pay the United States at the time such overpayment is

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government proves that the facts demonstrated that 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.

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

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

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

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-4 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under any such modification, were increased by any significant amount because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, or (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(c) If the Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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

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

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

(b) The contractor will promptly advise the Laboratory of any errors or omissions it believes need to be corrected.

(c) The contractor has the right to determine how additional services are to be performed.

(d) The contractor shall not be liable to the Laboratory if it believes that the project being designed and/or constructed by the contractor is not consistent with the design requirements.

(e) The contractor shall be responsible for maintaining the laboratory at its current level of services.

29. DESIGN WITHIN FUNDING LIMITATIONS (OCT 1999)

(a) The contractor shall accomplish the design services required under this contract so as to permit the award of a contract using standard Federal Acquisition Regulation procedures for the construction of the facility designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the estimated construction contract price are submitted, the contractor shall perform such design services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of the contract. If the contractor is unable to submit a proposal for additional services at no cost to the Laboratory if the unavoidable bids or proposals are the result of conditions beyond its reasonable control.

(b) The contractor will promptly advise the Laboratory if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Laboratory will review the contractor’s revised estimate of construction cost. The Laboratory may, if it determines that the estimated construction contract price set forth in this contract is now too low that a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price that is submitted by, or below, the Laboratory may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Laboratory shall prepare an estimate of constructing the design and such estimate shall be used in lieu of bids or proposals in determining compliance with the funding limitation.

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

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

(a) 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.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

31. REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)

The personnel listed in Clause Key Personnel, are considered essential to the work being performed under this contract. In order to determine whether a key personnel is necessary to fulfill its obligation to maintain and improve the quality of the services, and/or to assure compliance with applicable law, the designer must remove or suspend such person at once, although the Contractor must notify Laboratory is the Office of the Contractor’s written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain and improve the quality of the services, and/or to assure compliance with applicable law, the Contractor may remove such person at once, unless otherwise directed by the Laboratory.

32. KEY PERSONNEL (DEC 2000)

The Laboratory, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the Laboratory on the premises of the contractor or a subcontractor, the contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of
34. CHANGES--FIXED PRICE (OCT 1999)

(a) The Laboratory may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

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

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

(d) If the contractor's proposal includes the cost of property made obsolete or 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 changed.

(f) Services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the Laboratory.

35. SUSPENSION OF WORK (OCT 1999)

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

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

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

36. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

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

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

37. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)

Definitions. As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101.

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

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

1. The Contractor shall insert the following clauses in subcontracts for commercial items:

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall be paid for any overtime wages required by the Contract Work Hours and Safety Standards statute.

(b) The Government shall, without liability, furnish evidence appropriate to establish exemption.

(c) Federal excise tax or duty that reasonably may be expected to result in either an increase or adjustment exceeds $250.

(d) The contractor and subcontractor are liable for liquidated damages.

(e) The contractor and subcontractor shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract.

(f) The contractor and subcontractor shall submit a copy to the Contractor.

(g) The contractor and subcontractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(h) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor shall be liable for unpaid wages if they violate any of the provisions of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying wages overdue required by the Contract Work Hours and Safety Standards statute.

(i) The Contractor and its subcontractors shall maintain payroll and basic payroll records for all laborers and mechanics working on the contract.

(j) The contractor and subcontractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(k) The contractor and subcontractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

39. PERMITS OR LICENSES (OCT 1999)

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

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

(a) As used in this clause—

(1) "After-issued Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or prohibited on the contract date but whose exemption was later revoked or reduced during the period in which the tax's effect on the contract price or performance is being allowed by the contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action that took effect after the contract date. It does not include social security tax or other employment taxes.

(2) "Local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or credit, and the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) "Contract date" means the contract date for doing operations, or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

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

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

(c) The contractor price shall be increased by the amount of any after-issued Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contractor price shall be decreased by the amount of any after-issued Federal tax, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

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

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any federal excise tax or duty, or rate increase that would result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

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

(a) The Laboratory may terminate this contract in whole or, from time to time, in part, for the Laboratory's convenience or because of the failure of the contractor to fulfill the contract obligations. The Laboratory shall terminate by delivering to the contractor a Notice of }
43. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008) – LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

43. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Activities. “Kickback,” as used in this clause, means any money, fee, commission, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for any purpose, including but not limited to the purpose of improperly obtaining or rewarding favorably treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

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

(c) 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.

45. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) this clause applies to all subcontracts that exceed $150,000 (a) Definitions. “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) Entering into any cooperative agreement.
(6) 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 Alaska Natives.

“Influencing or attempting to influence” means, with the intent to influence, any communication to or attempt to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal action.

“Local government” means a unit of government in a State and, if established, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Prime contractor” as used in this clause, means a person who has entered into a prime contract with the Government.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by a person who has entered into a prime contract with the Government for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Subcontractor,” as used in this clause, means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) If the termination is for the convenience of the Laboratory, the Laboratory shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the contractor to fulfill the contract obligations, the Laboratory may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the Laboratory.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had never been for the convenience of the Government.

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

42. ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions. “Kickback,” as used in this clause, means any money, fee, commission, gift, gratuity, thing of value, or compensation of any kind which is provided to any person requesting or receiving a covered Federal action or any extension, renewal, amendment, or modification of such contract.

(b) The Contractor agrees to incorporate the substance of this clause into any extension, renewal, amendment, or modification of this contract.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed $150,000.
46. PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)

(a) Estimates shall be made monthly of the amount and value of the work performed by the Contractor. The Contract Officer may from time to time require.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor or to arrange for such an audit to be performed by the cognizant government audit agency through the Laboratory Procurement Official.

(c) The contractor shall furnish such progress reports and schedules, financial and cost reports, and other information as the Government or otherwise disposed of by the Contractor either as the Laboratory may from time to time require.

(d) The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such times and in such manner as may be agreed upon by the Government and the Contractor.

(e) Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(f) Comptroller General.

Regarding Payments to Influence Certain Federal Transactions, and a change occurs in

50. 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 all subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

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

(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 all subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

52. 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 all subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

53. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) – Applies To Contracts That Exceed $30,000 in Value

(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) Listed in the Federal Acquisition Regulation at 10 CFR 210.1 as being commercially available for sale to Federal agencies;

(ii) Listed in the Office of the Federal Procurement Policy (OFPP) at 41 CFR 236.1 as being commercially available for sale to Federal agencies;

(iii) Listed in the OFPP at 41 CFR 236.1 as being commercially available for sale to Federal agencies.

(b) Actions. The contractor shall—

(1) Identify any COTS items it will not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are provided for women or minorities.

(2) Disregard any government requirement for subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

(3) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The government suspends or debar a contractor to protect the government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the contractor shall
54. COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

1. “Corruption” means—
   (1) Threats of serious harm to or physical restraint against any person;
   (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person;
   (3) The abuse or threatened abuse of authority of a person making the threat or of the threat of serious harm to or physical restraint against any person;

2. “Sex trafficking” means any sex act in account of which value of any person is the means of another person; and

3. “Support or harboring of prostitution” means any person who with the knowledge of the facts, and the purpose of commercial sex act, induces or attempts to induce or traffic in persons for the purpose of commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding work under the contract who has other than a minimal impact or involvement in contract performance.

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

(d) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor will be required to remove any subcontractors that violate the policy in paragraph (b) of this clause.

(e) Remedies. In addition to other remedies available to the Contractor, the Contractor's failure to comply with the requirements of paragraphs (c) and (d) of this clause may result in—

1. The Government’s zero tolerance policy described in paragraph (b) of this clause; and
2. Take appropriate action, up to and including termination, of employees or subcontractors that violate the policy in paragraph (b) of this clause.

(f) Notification. The Contractor shall inform the Laborator y immediately of—

1. Any information it receives from any source (including host country law enforcement) about conduct that violates this policy; and
2. Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents referenced in this contract; or
3. The system to which the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's default, suspension, or proposed default.

55. 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 Director of the Foreign Visits and Assignments Office (FV&A). A security clearance held by the Director of the Foreign Visits and Assignments Office with the FV&A System for Access Review and Management (FV&A-SARM) must be submitted for each visit or assignment. Form ANL-593 must be submitted as far in advance as possible (a minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive assignment or visit). A security clearance held by the Director of the Foreign Visits and Assignments Office with the FV&A-SARM must also be submitted for each visit or assignment. Form ANL-593 must be submitted as far in advance as possible (minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive assignment or visit).

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or access to a sensitive area of the Laboratory, the specific basis for the party's debarment, suspension, or proposed debarment must be submitted to the Foreign Visits and Assignments Office with the ANL-593 form requesting the visit by the Hosting Division. An indices check normally takes 30 days after completion of all required pre-clearance documents, but may take considerably longer (once obtained, an indices check is valid for two years).

For visits or assignments involving a foreign national from a “Terrorist Supporting Country”, and/or that will require access to a sensitive subject, at least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE indices check can be completed prior to approval. In such cases, the contract for Cuba, Iran, Libya, North Korea, Sudan, Syria, specific approval of the visit assignment is submitted by the Secretary of Energy or his designee is required. This approval, if granted, may take up to one year after the internal approvals have been processed.

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

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

Activity Participation

Due to Department of Energy directives and Department of Commerce regulations, persons in (and who are not naturalized U.S. Citizens) or are citizens of any other country or are citizens of any “Terrorist Supporting Country” may be denied access and/or participation in activities with Argonne National Laboratory.

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

56. 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 concerning export or re-export. This includes deemed exports which are any communication of technical data to a non-U.S. person or entity, or any transfer of technical data to a non-U.S. person or entity that is not a U.S. person or entity. The contractor agrees not to export directly or indirectly any technical data in which it has a direct interest or controlled by the United States, technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technology.

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

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

Prior to travel, verify that the technology, information, and/or commodities fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Information and software (publicly available) education information
- Patent applications
- Information, technology, and/or commodities do not fall into one of these categories, please consult the Export Control Management Office or your immediate supervisor prior to export.

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired all export licenses prior to your trip, presentations must be limited to non-scheduled output that is not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled technology. Co-authored publications and related material submitted for publication, elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

58. CONFLICTS OF DOCUMENTATION (MAY 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the article entitled “Applicable Documentation” which can be reasonably ascertained by the contractor shall be immediately brought to the attention of the Laboratory for written decision. Any work undertaken by the contractor without such decision shall be at the contractor's own risk.

59. 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 for any purpose whatsoever, the technical data contained in the proposal supplied in connection with the proposal.

60. 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.

61. 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 hereunder to compete for or be awarded 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 preparation hereunder shall not incorporate the products of any such firm. Neither shall such a firm be allowed to hold or participate in any equity interest in any such firm. The firm shall not otherwise be affiliated with such firms or otherwise control such firms from providing construction management services for the facility designed hereunder, provided the contractor shall advise the government of any such activity and that all physical construction and related supply contracts or subcontracts are to be competitively bid and provided that all such firms are ineligible to bid or perform any work under such contracts or subcontract.
62. 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 expiration of the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

63. 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.

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

(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 13512, 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 other outreach to employees about the safety risks associated with texting while driving.

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

65. 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.

66. 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 (OCA) [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.

67. 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; plates, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
### SUSPECT/COUNTERFEIT PART

#### HEADMARK LIST

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**HOLLOW TRIANGLE**

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

Any bolt on this list should be treated as defective without further testing. Or, if you see any indication that a circuit breaker may be used or refurbished, see: [http://www.saftek.com/worksafe/bull82.txt](http://www.saftek.com/worksafe/bull82.txt)