APPENDIX A
ARGONNE TERMS AND CONDITIONS
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1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 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, involuntarily terminated (except if terminated for cause), (2) who has met the eligibility criteria contained in the Department of Energy regulations for contractor work force restructuring, as may be amended or supplemented from time to time, (3) who is qualified for the position, and (4) to whom the Contractor and subcontractors at each hiring location during the period covered by the report shall offer employment with respect to work under its contract with the Department at the time the position is available.

Contractor shall mean (i) the Department of Energy, (ii) a contractor, (iii) a subcontractor at each hiring location, (iv) a division of any of those entities, and (v) the Armed Forces.

Exception does not apply to a particular opening once an employer decides to consider any other candidate with the same skill level or demonstrates that the other candidate is better qualified.

(c) The Contractor shall not discriminate against any employee or employer for application because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause if the Contractor offers 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.

(d) 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 shall include, but shall be limited to—

(1) Employment; (i) Hiring; (ii) Upgrading; (iii) Promotions; (iv) Demotion; (v) Transfer; (vi) Recruitment or advertising; (vii) Layoff or termination; (viii) Rates of pay or other forms of compensation; and (ix) Selection for training, including apprenticeship.

(2) The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor shall not discriminate against any employee or employer for application because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause if the Contractor offers 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.

(4) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor, the Federal Contract Compliance Program (OFCCP), the local office of the Equal Employment Opportunity Commission for the necessary forms.

2. COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement of understanding for a contingent fee, except a bona fide employee or agency retained in the ordinary course of business, and the Contractor will not take any action to achieve the status of solicitor or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(b) As of the end of any pay period between July 1 and August 31 of the year the report is due, or 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 Employment Opportunity Report EEO-1 (Standard Form 100), the Contractor shall report to the Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission to do so for purposes of submitting the Equal Employment Opportunity Report EEO-1 (Standard Form 100).

(c) The number of veterans reported must be based on data know to the contractor when completing the VETS-100A report. The contractor's knowledge of veteran status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-2.2 (a)(1)) or directly from contractors or 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.

(d) 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.

3. EQUAL OPPORTUNITY (MAR 2007)

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

(b) (1) 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 Employment Opportunity Report EEO-1 (Standard Form 100), the Contractor shall report to the Office of Federal Contract Compliance Program (OFCCP) or the local office of the Equal Employment Opportunity Commission to do so for purposes of submitting the Equal Employment Opportunity Report EEO-1 (Standard Form 100).

(c) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A report. The contractor's knowledge of veteran status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-2.2 (a)(1)) or directly from contractors or 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.

(d) 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.

4. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

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

(a) Definitions. As used in this clause—

“Armed Forces service medal veteran” means any veteran who, while serving on active duty in the U.S. military, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1290).

(b) 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.

(c) The Contractor shall not discriminate against any employee or employer for application because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause if the Contractor offers 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.

(d) 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 shall include, but shall be limited to—

(1) Employment; (i) Hiring; (ii) Upgrading; (iii) Promotions; (iv) Demotion; (v) Transfer; (vi) Recruitment or advertising; (vii) Layoff or termination; (viii) Rates of pay or other forms of compensation; and (ix) Selection for training, including apprenticeship.

(2) The Contractor shall maintain a record of all hiring, layoff, and recall information, including the race, color, religion, sex, or national origin of each such employee, and such record shall be maintained for a period of not less than three years, unless the record is subject to the provisions of the Privacy Act or similar laws.

(3) The Contractor shall make reports to the Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

5. EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)

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

(a) Definitions. As used in this clause—

“All employment openings” means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 30 days, during which time the employment is extended to an annual basis, and annual employment, which includes any openings the Contractor proposes to fill from regularly established "recall" lists.

“Armed Forces service medal veteran” means any veteran who, while serving on active duty in the U.S. military, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1290).

(b) 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 shall include, but shall be limited to—

(1) Employment; (i) Hiring; (ii) Upgrading; (iii) Promotions; (iv) Demotion; (v) Transfer; (vi) Recruitment or advertising; (vii) Layoff or termination; (viii) Rates of pay or other forms of compensation; and (ix) Selection for training, including apprenticeship.

(2) The Contractor shall maintain a record of all hiring, layoff, and recall information, including the race, color, religion, sex, or national origin of each such employee, and such record shall be maintained for a period of not less than three years, unless the record is subject to the provisions of the Privacy Act or similar laws.

(3) The Contractor shall make reports to the Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(4) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor, the Federal Contract Compliance Program (OFCCP), and the local office of the Equal Employment Opportunity Commission for the necessary forms.

(5) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any files, books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and the rules, regulations and orders that implement the Executive Order.

(6) 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 denied further awards of Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and those of the Secretary of Labor, the Federal Contract Compliance Program (OFCCP), and the local office of the Equal Employment Opportunity Commission for the necessary forms.

(c) 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, in accordance with Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.
any position for which the employee or applicant for employment is qualified. The Contractor shall take appropriate action to remove, in employment qualified employees, any employee or applicant who is not qualified for the position and identify the error to the Government. If the Contractor provides employees or applicants who are disabled veterans, or is required to so identified, the Contractor shall provide evidence of non-compliance to the Government in the same way as if it were an employer of the United States.

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

(APPLIES TO CONTRACTS EQUAL TO OR GREATER THAN $1,000)

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the
Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a
Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

6. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - NATIONAL LABOR RELATIONS ACT (DEC 2010)

Applications for the decision to the Labor Board in any particular case. The Contractor may be liable for failing to file the notice, to obtain the notice, to obtain the notice, or to obtain any order or award that may be required by the Labor Board.

Notices are required to be posted in conspicuous places in and about the Contractor’s plants and offices where employees are covered by the National Labor Relations Act and are in activities relating 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 (f).

Subcontracts. The Contractor shall let to the legal cover for the purpose of 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 (f).
9. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

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

(a) General

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

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and refund;

(iii) Rates of pay or any other form of compensation and changes in compensation;

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

(v) Leaves of absence, sick leave, or any other leave;

(vi) fringe benefits and other non-compensation terms of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence for pursuit of training;

(viii) Activities sponsored as an employer, such as social or recreational programs; and

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

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793 et seq.) and Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 793 et seq.) as amended.

(b) Postings

(1) The Contractor agrees to post employment notices stating—(i) the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and (ii) the rights of applicants and employees.
testing designated positions in accordance with 10 CFR Part 707. All employees possessing access to authentic, random, or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE classification/position unless their tests confirm the absence from their system of any illegal drug.

(v) When an unsealed applicant or unsealed 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's receipt of the necessary access authorization, unless an approved strategy has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the unsealed employee will be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each unsealed applicant for or unsealed employee who requested an access determination.

13. CLASSIFICATION/DECLASSIFICATION (SEP 1997)

(a) "Contract" shall mean subcontract.

(b) "Flow down to subcontracts. The Contractor agrees to insert terms that conform

(c) Criminal liability. It is understood that disclosure of any classified or sensitive information to the work or any person in the Contractor's employ, or to anyone who is expected to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come into the Contractor's or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794). Contractors are encouraged to submit this information through a web-based tool at https://foi.etod.gov. After completing the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(f) Foreign Ownership, Control, or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent of foreign ownership or control or the nature of foreign influence which may affect an unduly high level of sensitivity or access security. If the cognizant security office determines that the change in ownership or control or the nature of foreign influence is "Restricted Data" or "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, 42 U.S.C. 2011; 18 U.S.C. 793 and 794), the cognizant security officer shall be notified.

(2) After the cognizant security officer has reviewed the data, the contractors shall provide written notice of any change in the extent of foreign ownership or control or the nature of foreign influence and the contractor shall provide the cognizant security office with a copy of the SF 328, Certificate Pertaining to Foreign Interest, executed by the contractor in accordance with the regulations of the Department of Energy, the Department of Defense, or the Department of Justice, or such other government agency that may have such jurisdiction.

(3) Criminal liability. It is understood that disclosure of any classified or sensitive information to the work or any person in the Contractor's employ, or to anyone who is expected to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come into the Contractor's or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

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

(a) Definition. As used in this clause—

"Energy-efficient product" means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use in a product as described in the Federal Register Program regulations at 40 CFR 430.7—

(1) Is in the upper 25 percent of efficiency for all similar products as designated by the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are located in one geographical area.

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are located in one geographical area.

(iii) Is in the upper 25 percent of efficiency for all similar products as designated by the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are located in one geographical area.

(iv) Is in the upper 25 percent of efficiency for all similar products as designated by the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are located in one geographical area.

(b) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions.

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

(1) Delivered;

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

(3) Delivered;

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

(5) Delivered;

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

(7) Delivered;

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

15. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Applies to contracts exceeding $500,000 [excluding all options].)

Unless otherwise specified in the contract, the Contractor, or the owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11223(a) and (g)), and section 6057 of the Pollution Prevention Act of 1990 (42 U.S.C. 11251). The Contractor may file the Form R electronically under regulations prescribed by the Administrator.

The contractor or subcontractor shall ensure that any document or material that contains information is reviewed by an appropriate Governmental Official before release to an appropriate Federal Government Original Classifier.

The contractor or subcontractor shall ensure that any document or material that contains information is reviewed by an appropriate Governmental Official before release to an appropriate Federal Government Original Classifier.
(2) The facility does not have to 10 or more full-time employees as specified in section 31.10(b)(1)(A) of the EPCA, 42 U.S.C. 11030(b)(1)(A).

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(b) of the EPCA, 42 U.S.C. 6920(b)(1)(A).

(4) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors: (i) Major group code 10 (except 1011, 1081, and 1094).

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

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

The Contractor shall notify the Laboratory Procurement Representative:

(b) The Contractor shall furnish these bill of lading copies

(3) Shipments of classified supplies when the classification prohibits the use of non-

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

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(3) Cite the contract number on which the prior notification was submitted and the

(2) Ocean transportation between foreign countries of supplies purchased with foreign

(1) For competitive subcontracts expected to exceed $100,000 (including all options), the

(1) For competitive subcontracts expected to exceed $100,000 (including all options), the

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt,

(1) Ship a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year for which the facility bears legal responsibility, and

(2) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

(2) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

(a) Definitions. As used in this clause – International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

The Contractor shall submit the above referenced transportation documents to—

The Contractor shall submit the above referenced transportation documents to—

10. PREFERENCE FOR U.S. FLAG AIR CARRIERS (JAN 2003)

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


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

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

(2) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 124(b)) requires that Federal departments and agencies shall transport in United States flagged vessels at least 50 percent of the gross tonnage of goods, equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk cargo, liquid cargo, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

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

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

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

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

15. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(2) The Contractor shall furnish these bill of lading copies

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall

(1) 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

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 124(b)) requires that Federal departments and agencies shall transport in United States flagged vessels at least 50 percent of the gross tonnage of goods, equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk cargo, liquid cargo, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

(3) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(c) The Contractor shall notify the Laboratory Procurement Representative:

(3) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall

12. SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

The Contractor shall submit to the Contracting Officer, and

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

(a) Definitions. As used in this clause – International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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


Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40119(b)(4)) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (43 U.S.C. 1611, et seq.) and which is considered a minority and economically disadvantaged contractor under the criteria at 43 U.S.C. 1626(b)(2)). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, partnerships, and any other entity that meets the criteria under 43 U.S.C. 1626(b)(2).}

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

Commercial plan means a subcontracting plan (including goals) that covers the

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

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

(2) The Contractor shall furnish these bill of lading copies

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

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.
b. The offeror, upon request by the Laboratory Procurement Official, shall submit and "Subcontract" plans, provided the master plan has been approved. Individual contract plans, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved. "Subcontract" means any other agreement (other than one involving employee-employer relationship) entered into by a Federal Government entity or an Indian tribe, or by either the entire company or a portion thereof (including ANC and Indian tribes). A firm may rely on the information contained in SAM as an accurate representation of a small, veteran-owned small, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

vii. Total dollars planned to be subcontracted to women-owned small business concerns.

C. Whether service-disabled veteran-owned small business concerns

vi. Women-owned small business concerns.

v. Women-owned small business concerns.

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

vi. A description of the types of records that will be maintained concerning procedures

vii. Total dollars planned to be subcontracted to women-owned small business

v. A description of the types of records that will be maintained concerning procedures

B. If the ANC or Indian tribe designates more than one Contractor to prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not enter this information into the eSRS when submitting their ISRs and SSRs using eSRS.

B. Monitoring performance to evaluate compliance with the program’s

A. Workshop, seminars, training, etc., and

vi. On a contract-by-contract basis, records to support award data submitted by

A. Workshop, seminars, training, etc., and

B. If the ANC or Indian tribe designate more than one Contractor to

C. Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

D. On the offeror’s behalf, the offeror will require all subcontractors (except small

C. Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

vii. Total dollars planned to be subcontracted to women-owned small business

C. Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

b. The offeror’s subcontracting plan shall include the following:

C. Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

A. The offeror’s subcontracting plan shall include the following:

A. The offeror’s subcontracting plan shall include the following:

b. The offeror’s subcontracting plan shall include the following:

b. The offeror’s subcontracting plan shall include the following:

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

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The eSRS is located at http://www.esrs.gov
22. NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)

(a) If the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give written notice to the Contracting Officer.

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract which will affect the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by any actual or potential labor dispute, the subcontractor shall immediately notify the orderer for subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

23. REPORTS (OCT 2010)

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

24. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 45.304, on the date of agreement or price or the date of award, whichever is later; or before paying any subcontract modification involving a pricing agreement exceeding $1,500,000, the contractor shall submit to the Contracting Officer certified cost or pricing data at FAR 45.304. The Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 45.303 (a) through (c) to include all information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other factors used in the estimates (those used in projecting known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 45.303 is applied.

(b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 45.402-6 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 45.303, the contractor shall require submission of the pertinent data.

25. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal department or agency (including contracts and subcontracts for subcontractors, assemblies, components, and related services for major systems. It is further the policy of the United States to ensure the timely payment of amounts due pursuant to the terms of their small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.)

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the extent consistent with the contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the contractor’s compliance with this clause.

26. Definitions. As used in this contract—

"Small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) That is at least 51 percent owned by one or more persons with service disabilities who served in the Armed Forces; or

(ii) That is at least 51 percent owned by one or more veterans; or

(iii) That is at least 51 percent owned by one or more veterans who is a disabled veteran if the Service-disabled veteran-owned small business concern is a HUBZone small business concern.

"Small disadvantaged business concern” means a small business concern that represents, in part, its interests—

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B.

(a) (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any public beneficial ownership, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans;

(b) No material change in the ownership of the small disadvantaged business concern has occurred since it received its certification; and

(c) Where the small disadvantaged business concern is a HUBZone small business concern, the small disadvantaged business concern is a HUBZone small business concern.

(c) The contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the contractor’s compliance with this clause.

Note to Subcontractor of Small Business Concerns: Small disadvantaged business concerns (SDBs) are government contracts and subcontracts for any Federal subcontracting program, and beliefs in good faith that it is owned and operated by one or more service-disabled veterans or, in the case of any public beneficial ownership, not less than 51 percent of the stock of which is owned by one or more veterans; and

"Women-owned small business concern” means a small business concern that represents, in part, its interests—

(1) It has received certification as a women-owned small business concern; and

(i) Not less than 51 percent of which is owned by one or more women; or

(ii) Where the woman-owned small business concern is a HUBZone small business concern, the small disadvantaged business concern is a HUBZone small business concern.

Notes: (1) The Service-disabled veteran-owned small business concern and the women-owned small business concern must be certified before any contracts are awarded. If the contractor fails to provide the certification within 45 days, the subcontractor shall notify the government agency that the certification is not on file or has not been provided. (2) The Service-disabled veteran-owned small business concern and the women-owned small business concern must be certified before any contracts are awarded. If the contractor fails to provide the certification within 45 days, the subcontractor shall notify the government agency that the certification is not on file or has not been provided.
29. 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 15.407-4, except that this clause does not apply to any modification if an exception under FAR 15.407-3 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause would have exceeded 70 percent of the total cost of work to be performed under the contract if the actual subcontract price was not itself affected by defective certified cost or pricing data, was increased by an amount in excess of a contract price reduction, the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

28. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2013)

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

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

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

(3) Any of these parties furnished data of any description that were not accurate, the data in issue were defective even though the subcontractor’s estimating process such as the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any computations included in the price, unless an exception under FAR 15.407-4 applies.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be offset in the amount, plus applicable overhead and profit markup, by which the actual subcontract cost was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) If the Contracting Officer determines under paragraph (b) of this clause that a price reduction should be made, the Contractor agrees not to raise the following matters as a defense:

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

(ii) The Contracting Officer should have known that the certified cost or pricing data submitted by the Contractor or subcontractor were not complete, accurate, or current.

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

(d) (1) If the Contracting Officer certifies to the Contracting Officer that, to the best of its knowledge and belief, the Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data; or

(2) If the Contracting Officer certifies to the Contracting Officer that, to the best of its knowledge and belief, 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.

(i) An offset shall not be allowed if—

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

(B) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

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

(B) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(iii) The Contractor or subcontractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment on the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2), and

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

20. LIMITATIONS ON PASS-THROUGH CHARGES (CIT 2009)

This clause is applicable to all cost-reimbursement subcontracts that exceed the simplified acquisition threshold ($100,000).

(e) Definitions. As used in this clause—

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, managing warranty, reducing data on multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any indirect costs incurred in negotiating and managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

(f) Determination of pass-through charges. The Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor shall be determined by counting all subcontractor charges as added value. The added value shall be allowable against pass-through charges only if it is direct or indirect cost of the work performed by the subcontractor.

(g) General. The Contractor will not pay excessive pass-through charges. The Contracting Officer determines whether or not pass-through charges are excessive and reduces the amount of added value.

(h) Reporting. Required reporting of performance of work by the Contractor or subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor or subcontractor is paid an amount in excess of the pass-through payment after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the
subcontract effort and shall include verification that the Contractor will provide added value. 

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 10 percent of the total cost of labor to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor.

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist—

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2 and (f) of the clause, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records. 

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except as provided in FAR 52.215-23(a), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 52.215-4.

31. CHANGES—COST-REIMBURSEMENT (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 the contract to perform any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Laboratory in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(4) Description of services to be performed.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Laboratory may make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

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

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

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost or the time required for performance of this contract, shall not be increased or considered to be increased except by written specific modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new allotments. Any modification to the contract under this paragraph, whether or not executed before the contract is awarded to the contractor, shall not effect the performance of the contractor. The contractor shall not be obligated to obtain performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

32. EXCUSABLE DELAYS (OCT 1999)

(a) Except for defaults of subcontractors at any tier, the contractor shall not be in default because of any failure to perform this contract in part or in whole if the contractor took all practicable steps to perform and if the failure arises from causes beyond the control and without the fault or negligence of the contractor.

(b) Examples of such causes are (1) acts of God or of the public authority, (2) acts of the Government or its contractors, whether under contract or otherwise, (3) strikes, (4) lockouts, (5) acts or omissions of others, (6) unusual and unforeseeable weather, in each instance exclusive of the failure to perform must be beyond the control and without the fault of the contractor. The exception to default includes failure to make progress in the work so as to avoid unnecessary performance.

(c) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the contractor and the subcontractor, and without fault or negligence of either, the contractor shall not be deemed to be in default, unless—

(1) The subcontracted supplies or services were obtained from other sources; or

(2) The Laboratory ordered the contractor in writing to purchase such supplies or services from the other source; and

(3) The contractor failed to comply reasonably with this order.

(d) Upon request of the contractor, the Laboratory shall ascertain the facts and the extent of the delay. If the Laboratory determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Laboratory under the termination clause of this contract.

33. INSPECTION OF SUPPLIES—COST-REIMBURSEMENT (MAY 2001)

(a) Definitions: As used in this clause—

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at a plant or separate location where the contract is being performed;

(3) A separate and complete major industrial operation connected with performing this contract.

“Supplies” includes but is not limited to raw materials, components, intermediate assemblies, finished end products, lots of supplies, and, when the contract does not include Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory covering the supplies, fabricating methods and special tools used under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Laboratory during contract performance and for as long afterwards as the contract requires.

(c) The Contractor shall provide the Laboratory with inspection and test equipment, to the extent practicable, at all places and times, including the area of manufacture, and in any event before acceptance. The Laboratory may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Laboratory performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Laboratory shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless earlier accepted.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after the contract has been awarded, the Contractor may request the Contractor to replace or correct any supplies that are nonconforming and that require replacement. Supplies are nonconforming in material or workmanship if any supplies are defective and require replacement or correction, as determined by the Laboratory after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

34. 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.

35. SUBCONTRACTS (OCT 2010)

(a) Definitions: As used in this clause—

“Additional purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Contractor” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, subcontract to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, contract to subcontract is required only if—

(1) Is the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price-plus-loss or fixed-price-plus-fees.

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has consent to subcontract, the Contractor nonetheless shall obtain the Laboratory Procurement Official’s written consent before placing the following subcontracts:

(e) The Contractor shall notify the Laboratory Procurement Official reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontractor used;

(3) Identification of the proposed subcontractor;

(4) The proposed subcontract price;

(5) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(f) A negotiation memorandum reflecting—

(1) The principal elements of the subcontract price negotiations;

(2) The most significant considerations controlling establishment of initial or revised prices;

(3) The reason certified cost or pricing data were or were not required;

(4) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price negotiated and in negotiating the final price;

(5) The extent to which it was recognized in the negotiation that the subcontractor’s cost or pricing data were not complete, current, or both; the action taken by the Contractor and the subcontractor to correct the effect of any such defective data on the total price negotiated;

(6) The reasons for any significant difference between the Contractor’s estimate of the price and the price negotiated; and

(7) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical
The Contractor shall include the terms of this clause, including this paragraph (d), in
subcontracts for commercial items to be performed under this contract. The notification shall include the language required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

Unless the contractor or approval specifically provides otherwise, neither the contractor nor the Laboratory shall be relieved of its responsibility for the performance of work under the contract.

The Government-furnished property includes, but is not limited to, spaces and properties furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes special test equipment, and real property. Government property does not include intellectual property or protected computer software.

The Contractors shall give the Laboratory Procurement Official immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, has not been satisfactorily resolved. Such notice shall be given in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

The material being furnished is property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include personal property, special tooling, special test equipment, or real property.

It is clear that the government contractor must provide for any subcontractor to the same level as the prime contractor.

The Government contractor must provide for any subcontractor to the same level as the prime contractor. This is to ensure that the subcontractor has the same rights and responsibilities as the prime contractor.

This is to ensure that the subcontractor has the same rights and responsibilities as the prime contractor. This is to ensure that the subcontractor has the same rights and responsibilities as the prime contractor.

The Contractor will be given the opportunity to inspect such property prior to acceptance of the property for use or installation.

To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors to incorporate, the following clauses in all subcontracts for commercial items to be performed under this contract.

The Contractor shall also provide for in this contract or approved by the Laboratory Procurement Official.

2.101. Definitions.

As used in this clause—

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

"Contractor's managerial personnel" means the Contractor's directors, officers, managers,
supervisors, or equivalent representatives who have supervision or direction of—

(a) Major industrial operations;
(b) Major industrial operations;
(c) Major industrial operations;
(d) Major industrial operations;
(e) Major industrial operations;
(f) Major industrial operations;
(g) Major industrial operations;
(h) Major industrial operations;
(i) Major industrial operations;
(j) Major industrial operations.

35. GOVERNMENT PROPERTY (AUG 2010)

(a) Definitions. As used in this clause—

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessarily incurred to prepare the asset for use. Costs necessarily incurred to prepare the asset for use are costs that are a necessary part of acquiring the asset for use. Costs necessarily incurred to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Commericalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor's acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor's inventory" means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which the Government is charged with the products or services described in the contract.

(2) Any property that the Government is obligated to or has the option to take over under subcontract or an agreement to do so, as a result of any action of the Government or the contractor, other than as a result of a violation of the terms of the contract or under the appropriate contract, where the contractor is responsible for the costs.

(3) Any property provided to the contractor by the Government.

"Contractor's managerial personnel" means the Contractor's directors, officers, managers,
supervisors, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations;

(3) All or substantially all of the Contractor's operations.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any discrepancies (e.g., condition: or condition) between items delivered and those ordered to be shipped. "Equipment" means a tangible item that is functionally complete for its intended purpose, during performance, or at any time thereafter, and for which the equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another item when put into use. Equipment does not include materials, real property, special test equipment, or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government which Government property is acquired or furnished for subcontract performance. Government-furnished property includes—

(1) Tangible personal property and components of items to be supplied under this contract.

(2) Tangible personal property and components of items to be supplied under this contract.

"Non-materiel property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, custody, hazardous materials, or precious metals.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or divisions.

"Sufficient property" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Sensitive property" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

...
(A) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site, or entity level to enable the following: 

(i) All Government-furnished property and all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property. 

(ii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Item identification tracking and/or disposition. 

(B) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded. 

(C) The Contractor shall assure its subcontracts are properly administered and reviewed in accordance with paragraphs (j) and (k) of this clause. 

(d) Utilizing Government property—

(1) The Contractor shall utilize, consume, move, and store Government property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance; or 

(2) Unless otherwise authorized in this contract or by the Property Administrator, the Contractor shall return all Government-furnished and Contractor-acquired property. The Contractor shall properly maintain Government property. 

(7) Acquisition cost, or if applicable, estimated scrap proceeds, 

(8) All known interests in commingled property of which the Contractor is the owner, and conditions (e.g., overall reliability of the Contractor’s system or the property is to be transferred to a follow-on contract). 

(v) Subcontractor control.

(B) Substitute other Government-furnished property for the property provided, or be reimbursed, or to be acquired by the Contractor for the Government under this contract; or 

(C) Withdraw authority to use property. 

(i) Upon completion of performance under paragraph (d)(3)(i) of this clause, and the Contractor’s timely written request, the Laboratory Property Official shall consider an equitable adjustment to the contract. 

(ii) Unique-item identifier (if available). 

(iii) Accountable Contract number. 

(iv) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Item identification tracking and/or disposition. 

(B) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded. 

(C) The Contractor shall assure its subcontracts are properly administered and reviewed in accordance with paragraphs (j) and (k) of this clause. 

(g) Systems analysis—

(1) The Government shall have access to the Contractor’s premises and all Government property, as reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor’s property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This will include the Contractor’s or subcontractor’s premises, 

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded. 

(3) The Contractor shall report any instances in which the Contractor’s (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an unacceptable risk to the Government. The Contractor shall prepare a corrective action plan whenever requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan. 

(4) The Contractor shall ensure subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting, evaluating, and confirming the subcontractor’s property management plan, systems, procedures, records, and supporting documentation that pertains to Government property. 

(h) Contractor Liability for Government Property—

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for Government property that is lost or destroyed to the extent required under paragraphs (a) and (b) of the Government property furnished or acquired under this contract, except when any one of the following applies—

(a) Physical inventory. The Contractor shall periodically perform, record, and disseminate physical inventory results. Obtained inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor’s system or the property is to be transferred to a follow-on contract). 

(v) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, use, and distribute an inventory control system providing for the receipt and issue of Government property, and record transactions of all Government property furnished or acquired under contract, except when any one of the following applies—

(i) The Contractor shall report any instances in which the Contractor’s (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an unacceptable risk to the Government. The Contractor shall prepare a corrective action plan whenever requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan. 

(j) The Contractor shall ensure subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting, evaluating, and confirming the subcontractor’s property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.
theft, damage or destruction of Government property occurred while the Contractor had adequate property management practices, or the loss, theft, damage or destruction of Government property did not result from the contractor’s failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrators directs.

(3) The Contractor shall do nothing to prejudice the Government’s rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Laboratory Procurement Official, the Contractor shall, at the Government’s expense, furnish to the Government all reasonable assistance and cooperation, including the production of suit and the execution of instruments of assistance in favor of the Government, in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.
(2) Failure of Government-furnished property to conform to the contract.
(3) An increase, decrease, or substitution of Government-furnished property.
(4) Failure to repair or replace Government property for which the Government is responsible.

(ii) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Official.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.
(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.
(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (laboratory or such lists are consistent with the approved scrap procedures).
(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—
  (i) Requires demilitarization;
  (ii) Is classified as; or
  (iii) Is generated in classified items;
  (iv) Contains hazardous materials or hazardous wastes;
  (v) Contains precious metals that are economically beneficial to the Contractor; or
  (vi) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(iii) Predisposal requirements.

(A) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(1) May contact the Laboratory Procurement Official if use of the property in the performance of other Government contracts is practical;
(2) May purchase the property at the acquisition cost or reasonable restocking fee that is consistent with the supplier’s customary practices;
(3) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier’s customary practices).

(B) The Contractor shall list on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (i)(2)(A) of this clause, property that was not purchased under contract or the risk of loss (as in paragraph (i)(2)(B) of this clause, and property that could not be returned to a supplier under paragraph (i)(2)(C) of this clause.

(ii) The Contractor shall list on Standard Form 1428, Inventory Disposal Schedule, property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;
(B) Special test equipment with classified components;
(C) Printing equipment;
(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
(E) Precious metals in raw or bulk form;
(F) Nonnuclear hazardous materials or hazardous wastes; or
(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-10(V)(vi) along with the following:

(A) Any additional information that may facilitate understanding of the property’s intended use;
(B) For work-in-progress, the estimated percentage of completion.
(C) For precious metals, the type of metal and estimated weight.
(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.
(E) For metals shall product form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, length, diameter, diameter). Property with the same description, condition code, and reporting location shall be aggregated for the inventory disposal schedule.

(v) Property shall have the same description, condition code, and reporting location may be grouped in a single line item.

(vi) “Scrap” should be reported by “lot” along with metal content, estimated weight and estimated value.

(1) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor’s determination that a Government property item is no longer required for performance of this contract.
(ii) 60-days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(1) 120-days, or such longer period as may be approved by the Laboratory Procurement Official following consultation in whole or in part.

(ii) Corrections. The Plant Clearance Officer may—

(A) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
(B) Require the Contractor to correct an inventory disposal schedule.

(1) Predisposal requirements. The Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. However, if the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(1) The Contractor shall store the plant clearance identified on an inventory disposal schedule in accordance with the procedures of this clause. However, the Government shall not be held liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.
(2) Failure of Government-furnished property to conform to the contract.
(3) An increase, decrease, or substitution of Government-furnished property.
(4) Failure to repair or replace Government property for which the Government is responsible.

(iii) Disposition instructions.

(1) If the Government does not furnish disposal instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor’s approved scrap procedures.

(2) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Laboratory Procurement Official or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Laboratory Procurement Official may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(iv) Abatement of Government property.

(1) The Government shall not abandon sensitive Government property or termination property.

(2) The Government, upon notice to the Contractor, may abandon any sensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor’s property. The Government may use government-owned property that could not be returned to a supplier under paragraph (i)(2)(C) of this clause.

(v) Communication. All communications under this clause shall be in writing.

(1) The Contractor may request that the property returned outside of the United States and its outlying areas, the words “Government” and “Government-furnished” (wherever they appear in this clause) shall be construed as “United States Government” and “United States Government-furnished”, respectively.

Allocate I (Aug 2010). For contracts other than cost reimbursement, labor hour, time and materials, and fixed price types, substitute the following for paragraph (f)(1) of the basic clause:

(1) The Contractor and the Government shall be responsible for any loss, theft, damage or destruction of Government property upon its delivery to the Contractor as Government-furnished property. However, if the Contractor is not responsible for reasonable wear and tear to Government property or for Government property property consumed in performing this contract.

Allocate II (June 2007). For contracts for the conduct of basic or applied research at nonprofit institutions of higher education or at nonprofit organizations whose primary purpose is the conduct of scientific research, the following applies to paragraph (f)(3) of the basic clause:

(x) Alternate I

(1) 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 to the extent the personnel listed in the contract is considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(a) Procurement Official prior to or concurrently with such action.

(b) The Personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(i) Notify the Laboratory Procurement Official in writing.

(ii) The Personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract.

(iii) The Personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract.

39. KEY PERSONNEL (DEC 2000)

a. The personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(i) Notify the Laboratory Procurement Official in writing.

(ii) The Personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract.

(iii) The Personnel listed in Clause 39, Key Personnel, are considered essential to the work being performed under this contract.
In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, and shall consider the best practices specified in Chapter 23 of Federal Acquisition Considerations and the following:

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall be required to work more than 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for the overtime work provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor or subcontractor shall be liable for unpaid wages if they violate the terms in paragraph (a) of this clause.

(c) Filing and recording of records. The Contractor must file and record the timesheet, time, and payee in a manner prescribed by the Contracting Officer.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."
47. STATE AND LOCAL TAXES (DEC 2000)

(a) The contractor agrees to notify the Laboratory of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work. In no event shall the contractor settle or compromise with the taxing authority any claim of such tax, fee, or charge except as directed by the Laboratory. The contractor agrees to notify the Laboratory of any State or local tax, fee, or charge paid with the approval of the Laboratory, or in reliance on advice from the Laboratory that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or interpretation of the IRS.

(b) The contractor agrees to take such action as may be required or approved by the Laboratory to cause to be paid all taxes, fees, and charges (including interest) that may be incurred by the contractor in connection with the performance of this contract. The contractor shall be responsible for any taxes, fees, or charges that may be incurred in connection with the performance of this contract and that are not paid to the laboratory.

(c) The contractor agrees to notify the Laboratory of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work. In no event shall the contractor settle or compromise with the taxing authority any claim of such tax, fee, or charge except as directed by the Laboratory. The contractor agrees to notify the Laboratory of any State or local tax, fee, or charge paid with the approval of the Laboratory, or in reliance on advice from the Laboratory that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or interpretation of the IRS.

(d) If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract, and the risk of recovery thereof or to sue for recovery in the name of the contractor. If the Laboratory or the Government to join in any proceedings for the recovery of judgment rendered against the contractor.

(e) The contractor shall be responsible for any taxes, fees, or charges that may be incurred in connection with the performance of this contract and that are not paid to the laboratory.

(f) The contractor shall be responsible for any taxes, fees, or charges that may be incurred in connection with the performance of this contract and that are not paid to the laboratory.

48. TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(a) The Laboratory may terminate performance of work under this contract in whole or, from time to time, in part, if:

(1) The Laboratory Procurement Official determines that a termination is in the Government's interest;

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Laboratory Procurement Official) after receiving a notice specifying the default.

(b) The Laboratory Procurement Official may terminate the contract by delivering to the Contractor a Notice of Termination specifying whether termination is for default or for convenience of the Government, the extent of the termination, and the effective date. If, after termination for default is determined, the Contractor is not in default of any other contract, the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination and except as directed by the Laboratory Procurement Official, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the portion of the contract that has already been performed.

(3) Terminate all subcontracts and orders related to the work terminated.

(4) Assign to the Government, as directed by the Laboratory Procurement Official, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Laboratory shall have the right to continue the work of the subcontractors upon the same terms and conditions as were for the convenience of the Government.

(5) With approval or ratification to the extent required by the Laboratory Procurement Official, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract, and the cost of which will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Laboratory Procurement Official, deliver to the Government—

(i) The fabricated or unbuilt works, parts or supplies, and other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Laboratory.

(ii) The jigs, dies, fixtures, and other special tools and tooling acquired or sold under this clause and not recovered by or credited to the Laboratory.

(iii) The property that, if the contract had been completed, would be required to be furnished to the Government.

(iv) The property that is required to be furnished to the Government.

(v) The property that is required to be furnished to the Government.

(vi) The property that is required to be furnished to the Government.

(vii) The property that is required to be furnished to the Government.

(viii) The property that is required to be furnished to the Government.

(ix) The property that is required to be furnished to the Government.

(x) The property that is required to be furnished to the Government.

(xi) The property that is required to be furnished to the Government.

(xii) The property that is required to be furnished to the Government.

(xiii) The property that is required to be furnished to the Government.

(xiv) The property that is required to be furnished to the Government.

(xv) The property that is required to be furnished to the Government.

(xvi) The property that is required to be furnished to the Government.

(xvii) The property that is required to be furnished to the Government.

(xviii) The property that is required to be furnished to the Government.

(xix) The property that is required to be furnished to the Government.

(xx) The property that is required to be furnished to the Government.

(2) The amount finally determined on an appeal.

(3) Any claim which the Laboratory has against the Contractor under this contract; and

(4) A portion of the fee payable under the contract, determined as follows:

(a) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(b) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(c) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(d) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(e) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(f) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(g) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(h) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(i) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(j) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(k) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(l) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(m) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(n) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(o) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(p) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(q) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(r) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(s) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(t) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(u) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(v) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(w) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(x) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(y) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

(z) If the contract is terminated for default, but excluding subcontract effort included in subcontracts' termination proposals, previous payments for fee.

{...}

49. ANTI-KICKBACK PROCEDURES (OCT 2010)

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

(a) Definitions:

(1) "kickback," as used in this clause, means any money, fee, commission, gift, credit, favor, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, Subcontractor, or Subcontractor employee, by another party in order to influence the Contractor to award or execute any contract action into entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

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

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

(7) "Subcontractor," as used in this clause, means anyone 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, means anyone any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher-tier Subcontractor.

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


(a) Providing or attempting to provide or offering to provide any kickback.

(b) Soliciting, accepting, or offering a kickback.

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

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause has occurred, or may have occurred, the Contractor shall investigate the matter in writing, the possible violation. Such reports shall be made to the inspector general of the contracting agency or, if the Inspector General has not been established, to the head of the contracting agency or, if the agency does not have an Inspector General, to the Department of Justice.

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

(d) The Contracting Officer may (i) offset the amount of the kickback against any monies owed to the United States under a prime contract and (ii) direct that the prime or subcontractor withheld from sums owed a Subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subcontract (c)(4)(i) are not to be returned to the Subcontractor.

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(4)(i) of this paragraph, in all subcontracts under this contract which exceed $150,000.

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

50. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) – APPLICABLE TO CONTRACTS WHICH EXCEED $100,000

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor act in any manner, which has or may have the effect of restricting the ability of persons to seek contracts directly to the Government for any item or process (including computer software) made or furnished by the subcontractor under this contract or under any other production 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 acquisition of commercial items, the provisions of paragraph (a), applied to the extent that any agreement restricting sales by subcontractors results in the Federal Government being reimbursed either at negotiated provisional rates as provided in the contract, or at billing rates acceptable to the Laboratory, subject to appropriate adjustment when the final rates are established. To prevent substantial over or under payment, and to apply allowable indirect costs under this contract, the government shall be reimbursed either at negotiated provisional rates as provided in the contract, or at billing rates acceptable to the Laboratory, subject to appropriate adjustment when the final rates are established.

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

51. NEGOTIATED OVERHEAD RATES (AUG 2001)

(a) Notwithstanding the provisions of this clause entitled "Allowable Cost and Payment," the allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

(ii) Any reasonable payment to a person, other than an officer or employee of a Federal agency, for the sale of the commercial item to the Government, treatment of any item(s).

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services rendered directly related to this contract. For purposes of this paragraph, providing any information not specifically requested but necessary for an agency to make a decision regarding a Federal action.

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

(c) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or on a nonprofit basis.

(d) "Subcontract," as used in this clause, means a contract or contractual action entered into in connection with such prime contract, means anyone any person who offers to furnish or furnish general supplies to the prime Contractor or a higher-tier Subcontractor.

(e) Pending establishment of final overhead rates for any period, the contractor shall be allowed negotiated overhead rates as provided in the contract.

(f) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

(g) "Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnish general supplies to the prime Contractor or a higher-tier Subcontractor.

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

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to the contract. For purposes of this clause, "reasonable compensation" means any compensation paid to an individual for services such as those included in section 286b of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

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

(k) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

(l) "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnish general supplies to the prime Contractor or a higher-tier Subcontractor.

(m) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

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

(o) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

(p) "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnish general supplies to the prime Contractor or a higher-tier Subcontractor.

(q) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

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

(s) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

(t) "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnish general supplies to the prime Contractor or a higher-tier Subcontractor.

(u) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

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

(w) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

(x) "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnish general supplies to the prime Contractor or a higher-tier Subcontractor.

(y) "Prime Contract," as used in this clause, means the contract or contractual action to which this clause is applied, and includes any subsequent amendments.

(z) "Subcontractor Employee," as used in this clause, means any officer, partner, employee, or agent of a Subcontractor.
53. LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Laboratory more than [1] the estimated cost specified in the Schedule or, [2] if this is a cost-sharing contract, the Laboratory’s share of the estimated cost specified in the Schedule. The contractor agrees to use its efforts to perform the work specified in the Schedule, to the extent of the funds available, which is not to exceed the estimated cost specified in the Schedule, unless they contain a statement increasing the estimated cost specified in the Schedule.

(b) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from the contractor to the Laboratory, and the contractor shall retain the original of each subcontractor disclosure form. The contractor shall include the subcontract in the government’s files when the subcontractor is entitled to a percentage of the fees specified in the Schedule equaling the distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(c) The contractor agrees to use its best efforts to perform the work specified in the Schedule, to the extent of the funds available, which is not to exceed the estimated cost specified in the Schedule. The contractor shall retain the original of each subcontractor disclosure form. The contractor shall include the subcontract in the government’s files when the subcontractor is entitled to a percentage of the fees specified in the Schedule equaling the distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(d) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(e) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(f) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

54. LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Laboratory more than [1] the estimated cost specified in the Schedule or, [2] if this is a cost-sharing contract, the Laboratory’s share of the estimated cost specified in the Schedule.

(b) The contractor shall notify the Laboratory Procurement Official in writing whenever it has reason to believe that:

(1) The Laboratory is not obligated to reimburse the contractor for costs incurred in excess of the estimated cost specified in the Schedule, or if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Laboratory specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination or other specified expenses.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from the contractor to the Laboratory, and the contractor shall retain the original of each subcontractor disclosure form. The contractor shall include the subcontract in the government’s files when the subcontractor is entitled to a percentage of the fees specified in the Schedule equaling the distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each contractor.

(c) The contractor may not discontinue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Laboratory specified in the Schedule, whichever is less.

(d) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(e) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(f) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

55. ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Laboratory will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Laboratory Procurement Official in accordance with FAR 52.203-11, paragraph (b)(2), as supplemented by subpart 31.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date the Contracting Officer issues a term or other notice directing that the increase is solely to cover termination or other specified expenses.

(b) The Laboratory may make payments to the Contractor for costs incurred after the date specified in the Schedule, whichever is less.

(c) Change orders shall not be considered an authorization to exceed the estimated cost specified in the Schedule, unless they contain a statement increasing the amount allotted by the Laboratory or, (2) if this is a cost-sharing contract, the amount then allotted by the Laboratory to the contractor plus the contractor’s corresponding share, until the authorized Laboratory Procurement Official notifies the contractor in writing that the amount allotted by the Laboratory has been increased and specifies an increased amount, which shall be equal to the amount then allotted by the Contractor to the Laboratory.

(2) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or at any earlier date, the contractor will not be reimbursed for any costs incurred in excess of the estimated cost specified in the Schedule.

(d) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(e) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(f) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(g) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(h) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.

(i) The contractor shall notify the Laboratory if the contractor expects to incur costs in excess of the estimated cost specified in the Schedule, whichever is less.
Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any facilities concerning which the rates apply, (i) except—

1. The contractor has been reimbursed by the Government under this contract; and
2. (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known; (B) Claims (including reasonable incidental expenses) based upon liabilities of the contractor or parties dealing out of the contractor's control, arising out of the performance of this contract; provided, that the claims are not known to be false as of the date of the issuance of the release, and that the contractor gives notice of the claims in writing to the Laboratory Procurement Official within 6 years following the release date or notice of final payment date, whichever is earlier; and
3. The contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause in this contract.

56. **BANKRUPTCY (JUL 1995)**

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor and the contractor agree that notice of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filed by the contractor or the contractor's creditors, except—

1. As excepted by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individual subject to economic sanctions are included in OFAC's list of 'special non-financial targets.' Persons at http://www.treas.gov/offices/enforcement/ofac/detd. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V under OFAC's website on OFAC regulations. 

57. **RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or of OFAC's implementing regulations, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's list of 'special non-financial targets.' Persons at http://www.treas.gov/offices/enforcement/ofac/detd. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V under OFAC's website on OFAC regulations.

(c) The contractor shall include this clause, including this paragraph (c), in all subcontracts.
Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Contractor in connection with the work under this contract; and other applicable credits and fee accruals. The Contractor shall retain all records, documents, and other evidence described in this paragraph for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

The Contractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of $30,000 with a subcontractor that is debared, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a small business concern) that the Government has proposed for debarment, suspened, or proposed for debarment by the Federal Government.

The Contractor shall not enter into a subcontract in excess of $30,000 with a subcontractor, or its principals, if it or any other person, received or will receive (or will be obligated to pay as a result of a Government contract or subcontract) payment in connection with the work under this contract for services or supplies that are within the scope of paragraph (a) or (b) of this clause.

Exceeding $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose the Contractor's interests in a subcontractor's patent or patent application, including information on royalties, royalty rates, other financial information, or any other information on patents, trademarks, or copyrights.

Exceeding $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose the Contractor's interests in a subcontractor's patent or patent application, including information on royalties, royalty rates, other financial information, or any other information on patents, trademarks, or copyrights.

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56. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to the terms and conditions of this contract. In the event of research misconduct by a contractor or subcontractor, the contractor shall conduct an investigation and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the Laboratory Procurement Officer (LPO), the contractor must not initiate an initial investigatory function without first determining that there is sufficient evidence to proceed to an investigation. It must notify the contracting officer and, unless otherwise instructed, the contractor must:

(1) Conduct an investigation to develop a complete and final record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies and sanctions.

(2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and that is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate remedies and sanctions.

(3) Inform the LPO if an initial inquiry supports a formal investigation and, if requested by the contracting officer thereafter, keep the LPO informed of the results of the investigation and all subsequent actions. The LPO must provide advance notice of any internal review or investigation a party may conduct.

(c) In the event an investigation is completed, the contractor will forward to the Contracting Officer a copy of the evidentiary record, the investigation report, any recommendations made to the contractor's adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(d) The Laboratory may elect to act in lieu of the contractor in conducting an inquiry or investigation into an allegation of research misconduct if the LPO finds that:

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;

(2) The allegations are made in bad faith, or that the organization has been provided with all of the information necessary to determine whether the alleged research misconduct has occurred.

(3) The Laboratory reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with any applicable laws, regulations, and any and all other remedies available to the Government, including those provided by the contractor's own administrative process for performing an inquiry, mediating if possible, or investigating and adjudicating allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication of any research misconduct found should be completed within 180 days. In some cases, a finding of research misconduct may take considerably longer (once obtained, an indices check is valid for two years).

66. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export controls and sanctions. This includes any direct or indirect shipment of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, telephone or facsimile, through visits or workshops, or otherwise through common means of communication, shall be deemed to have been exported if any of its tangible representations leave the United States. This may include the sending of any technical data, whether hard copy or electronic, through a foreign country in such a manner as to have an intended recipient located abroad. Any such transmission shall be subject to the export control laws and regulations of the United States, including the International Traffic in Arms Regulations, the Export Administration Regulations, the regulations implementing the Export Control Act of 1976, as amended, and any other applicable laws, regulations, and orders. The contractor will ensure that it complies with all U.S. Government laws, regulations, and orders relating to the export of technical data, to the extent such data is being exported, and will provide all necessary representations and assurances in connection therewith.
68. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)

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

Any 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 foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies.

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

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.

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

69. CONFLICTS IN DOCUMENTATION (MAY 2001)

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

70. RIGHTS TO PROPOSAL DATA (AUGUST 2001)

It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

71. 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.

72. LIMITATIONS PERIOD (MAY 2001)

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

73. 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.

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

(a) Definitions. As used in this clause—

- “Driving” means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

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

(c) The Contractor is encouraged to—

- Adopt and enforce policies that ban text messaging while driving;
- Company-owned or -rented vehicles or Government-owned vehicles; or
- Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- Conduct initiatives in a manner commensurate with the size of the business, such as—

- Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- Education, awareness, and 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.

75. 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 third-party beneficiaries other than those incorporated into this contract.

76. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS

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<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
<td>RT</td>
<td>Takai Ltd (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sienbo (JP)</td>
<td>KY</td>
<td>Kyoei Mfg (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Dalei (JP)</td>
<td>UNY</td>
<td>UNY Unytite (JP)</td>
</tr>
</tbody>
</table>

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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

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

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

Headmarkings are usually raised – sometimes indented.

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

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

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