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1. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

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

(b) Employment. Eligible employee means a current or former employee of a contractor or subcontractor currently employed at a Defense Contract Audit Facility (DCAF) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), who also met the eligibility criteria contained in the DCAF guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract at the site of the DCAF with the Department at the time the particular position is available.

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

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

2. COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

(c) "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to obtain or solicit Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(d) "Contract," as used in this clause, means any employment, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

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

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) Affirmative action. The Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

(c) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced position to veterans who meet special eligibility criteria, which it has determined are necessary to meet the Government's equitable share objective.
(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a handicapped employee, recent separated veteran, other protected veterans, or Armed Forces service medal recipients. The Subcontractor shall not discriminate against any employee or applicant for employment because the individual is a handicapped employee, recent separated veteran, other protected veterans, or Armed Forces service medal recipients. The Subcontractor shall take affirmative action to employ, and advance in employment, qualified handicapped employees, recent separated veterans, other protected veterans, and Armed Forces service medal recipients.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings shall not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirement of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this contract, it shall advise the State Labor agency that it has obtained a contract that is required to include the clause prescribed at 22.1803. An employee is not precluded from seeking and obtaining employment because the individual is a handicapped employee, recent separated veteran, other protected veterans, or Armed Forces service medal recipients.

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract under standing, that the Contractor:

(a) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(b) Offered to the Government, without modification, in the same form in which it was delivered to the Government; or (ii) Construction; or

(c) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal recipients.

(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 orders relevant to the Secretary of the Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (§22.1803).

(A) Withholding progress payments;

(B) Revocation or suspension of the contract; or

(C) Debarment of the contractor.

(2) Subcontractors. The Subcontractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Subcontractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce this clause, including action for noncompliance.
9. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

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

(a) General

(i) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall comply with the requirements of this clause for all positions, whether or not those positions are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item, or:

(ii) Construction:

(iii) Includes work performed in the United States.

(b) Posting

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

(ii) These notices shall be posted in conspicuous places that are available to employees and applicants for employment, which is a Federal agency pursuant to a performance bond, the Contractor may choose to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall include all subcontractors with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance qualified individuals with physical or mental disabilities.

(iii) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

8. SECURITY (MAR 2011)

a. Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession or control, or which are handled by DOE or any contractor on DOE's behalf. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession or control, or which are handled by DOE or any contractor on DOE's behalf.

b. Postings

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

(ii) These notices shall be posted in conspicuous places that are available to employees and applicants for employment, which is a Federal agency pursuant to a performance bond, the Contractor may choose to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall include all subcontractors with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance qualified individuals with physical or mental disabilities.

(iii) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(iv) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall notify each labor union representing workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance qualified individuals with physical or mental disabilities.
employees possessing access authorizations are subject to applicant, random or cause system for use of the Energy 2016 42 U.S.C. 1317(a). 4. "Compliance," as used in this clause, means compliance with --

(a) The contractor agrees—

(b) Federal Government Original Classifier.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) that will be engaged in the performance of this contract or subcontract. When the contractor is engaged in the performance of a contract or subcontract, used in the performance of a contract or subcontract. When the contractor performs any work involving the classification and declassification of information, documents, or material. In this section, "information" means data, facts, or knowledge; "document" means the physical medium on or in which information is recorded on or in which it is stored; "product" means a product or substance that contains or reveals information, regardless of its physical or characteristic.

2. The contractor shall provide the Cognizant Security Office with a copy of the completed Notice of Change form, on which the contractor will report any change in the classification status of any material or information.

3. The contractor shall maintain a current list of all approved contractors and subcontractors that perform work for the contractor, including any subcontractors that perform work on a contract or subcontract. The list shall include the name and address of each contractor and subcontractor, and the specific type of work performed by each contractor or subcontractor. The list shall be updated as needed to reflect changes in the contractor's employees or subcontractors.

4. The contractor shall report any proposed changes to the list to the Cognizant Security Office at least 30 days prior to the effective date of the change.

5. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor are aware of their responsibilities under this clause and that they comply with all applicable laws and regulations.

6. The contractor shall provide the Cognizant Security Office with a copy of any contracts or subcontracts entered into by the contractor for work involving the classification and declassification of information, documents, or material. The contractor shall also provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause similar to this one, even if it is not a requirement of the contract or subcontract. The contractor shall also provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

7. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

8. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

9. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

10. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

11. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

12. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

13. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

14. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

15. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

16. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

17. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

18. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

19. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

20. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

21. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

22. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

23. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

24. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

25. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

26. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

27. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

28. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

29. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

30. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

31. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

32. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

33. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.

34. The contractor shall provide the Cognizant Security Office with a copy of any contract or subcontract that includes a clause that transfers responsibility for classification and declassification to another party.

35. The contractor shall ensure that all contractors and subcontractors that perform work for the contractor comply with the requirements of this clause. The contractor shall also report any noncompliance to the Cognizant Security Office within 24 hours of discovery.
17. Major group code 12 (except 1241).
(ii) Major group codes 20 through 39.
(iii) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for distribution in commerce).
(iv) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, 5187.1893 (limited to facilities directly engaged in solvent recovery services on a contract or fee basis)); or
(v) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that it is not its owned or operated facility or the performance of this contract no longer exempt —

(1) The Contractor shall notify the Laboratory Procurement Representative: and
(2) The Contractor, as owner or operator of a facility used in the performance of this contract that no longer exempt shall —

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Laboratory Procurement Representative may terminate this contract or take other action as appropriate, if the Contractor has not fully complied with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) For acquisitions of commercial items as defined in FAR Part 2, the Contractor shall —

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

15. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, days prior to the delivery of, or prior to completion of any service required by this contract of, items containing either

(i) 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
(ii) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.001 microcuries.

(b) The Contractor shall specify the parts or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the material, and any other information known to the Contractor which will put the users on notice as to the hazards involved (OMB No. 1000-0017).

(c) The Contractor shall submit the number of days required in advance of delivery of the item or completion of the service to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

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

(a) The Contractor shall submit the address identified below, for prepayment audit, transportation documents on which the United States is shipper and the United States is consignee, unless required by the latest revision of MIL-STD 129 in effect on the date of the contract.

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

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

(e) The requirement in paragraph (d) does not apply to —

(1) Cargo shipper, hauled on any vessel excluding commercial vessels.
(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available by the United States.
(3) Shipment of classified supplies when the classification prohibits the use of non-U.S. flag vessels for export.
(4) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) The contract is —

(A) A contract or agreement for ocean transportation services; or
(B) A construction contract; or
(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without add value; or
(B) Shipped in direct support of U.S.military—

(1) Contingency operations; or
(2) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590

19. APPLICABLE LAW (OCT 1999)

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

(a) Except as provided in paragraph (d) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 12401) applies to Federal departments and agencies that transport privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, and supplies which may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involving —

(1) Acquired for a U.S. Government agency; and
(2) Shipped to, or for the account of, any foreign nation without provision for reimbursement;

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

(d) Furnished with advanced funds, loans, or guarantees made by or on behalf of the United States.

(2) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment and ocean bill of lading for each item shipped.

17. 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.

(1) United States includes the United States, the District of Columbia, and outlying areas.


(B) Name of vessel.

(C) Vessel flag of registry.

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

18. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011).

This clause does not apply to small business concerns

a. Definitions. As used in this clause

(1) Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1620(i)(1).

(2) "Commercial item" means a product or service that satisfies the definition of a commercial item in part 2.101 of the Federal Acquisition Regulation.

(3) "Commercial item" means a product or service that satisfies the definition of a commercial item in part 2.101 of the Federal Acquisition Regulation.

(4) “Commercial item” means a product or service that satisfies the definition of a commercial item in part 2.101 of the Federal Acquisition Regulation.

(5) "Small business concern" means an concern that is a small business concern under part 121 of the Federal Acquisition Regulation.

(6) "Minority business concern" means a concern that is a minority business concern under part 121 of the Federal Acquisition Regulation.

(7) “Small business subcontracting plan (including goals) that covers the entire company or a portion thereof (e.g., division, plant, or product line)

(8) “Minority business concern” means a concern that is a minority business concern under part 121 of the Federal Acquisition Regulation.

(9) “Minority business concern” means a concern that is a minority business concern under part 121 of the Federal Acquisition Regulation.

(10) “Minority business concern” means a concern that is a minority business concern under part 121 of the Federal Acquisition Regulation.

(11) “Minority business concern” means a concern that is a minority business concern under part 121 of the Federal Acquisition Regulation.

(12) “Minority business concern” means a concern that is a minority business concern under part 121 of the Federal Acquisition Regulation.

b. 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 transportation.

19. APPLICABLE LAW (OCT 1999)

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.
b. The offeror, upon request by the Laboratory Procurement Official, shall submit and negotiate a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan shall specify separate subcontracting and performance goals for small business, veteran owned small business, service-disabled veteran-owned small business, HUBZone, small business, disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and option contracts for each part of the contract term. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Laboratory Procurement Official. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

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

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

2. A statement of—
   a. Total dollars planned to be subcontracted for an individual contract or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
   b. Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
   c. Total dollars planned to be subcontracted to veteran-owned small business concerns;
   d. Total dollars planned to be subcontracted to service-disabled veteran-owned small businesses;
   e. Total dollars planned to be subcontracted to HUBZone small business concerns;
   f. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANC and Indian tribes); and
   g. Total dollars planned to be subcontracted to women-owned small business concerns.

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
   a. Small business concerns;
   b. Veteran-owned small business concerns;
   c. Service-disabled veteran-owned small business concerns;
   d. HUBZone small business concerns;
   e. Small disadvantaged business concerns; and
   f. Women-owned small business concerns.

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

5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company, subcontractor, Indian tribe, contracts, or any other means of identifying potential subcontractors) and the extent of small business utilization.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business concerns (including ANC and Indian tribes); small business concerns; service-disabled veteran-owned small business concerns; veteran-owned small business concerns; service-disabled veteran-owned small business concerns; veteran-owned small business concerns; and women-owned small business concerns.

7. The name of the individual employee representing the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual.

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

9. Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business, Veteran-owned Small Business, Service-disabled Veteran-owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-owned Small Business Concerns” in all subcontracts that contain subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) to include the clause in all subcontracts they negotiate with the Government, for a total of $1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

10. Assurances that—
   a. Cooperate in any studies or surveys as may be required;
   b. Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
   c. Submit the Individual Subcontracting Report (ISR) to the Laboratory Procurement Official, in accordance with the paragraph (f) of this clause; and
   d. Provide the subcontractors with subcontracting plans so that they can provide the subcontracting plans to the Government, for a total of $1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
e. A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

1. The master plan has been approved by the Contractor;

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

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

f. A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan is based on the offeror's past performance, generally, for both commercial and Government business, rather than solely to the Government contract. Once a commercial plan has been approved by the Government, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of commercial item. The Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(15) of this clause by submitting one SSR in eSRS for all contracts covered by the Contractor's commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered in the preparation of a commercial plan for the offeror by the Contracting Officer in determining the responsibility of the offeror for the award of the contract.

h. A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontracting plan.

i. Subcontracting plans may be required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item to the subject at 52.224-46, Subcontracts for Commercial Items, under a prime contract.

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

1. The clause of this contract entitled "Utilization Of Small Business Concerns; or

2. An approved plan required by this clause, shall be a material breach of the contract.

k. The Contractor shall submit ISRs to the Web-based eSRS at http://www.ehrs.gov. Purchases from a corporation, company, or division that is an HUBZone business concern, small business concern, veteran-owned small business concern, veteran-owned service-disabled business concern, or 8(a) Business concern are listed in these ISRs.

Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate-tier subcontractors. Credit cannot be taken for awards made to lower-tier subcontractors. The Contractor or subcontractor has the option of designating a receiving business concern or small disadvantaged business credit from an ANCOR or non-ANCOR subcontractor. Only subcontractors with subcontracting plans covering the reporting period that are required under any Federal subcontracting program, and whoseprime contracts with the Government contract. Once the Contractor's commercial plan has been approved, the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of commercial item. The Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(15) of this clause by submitting one SSR in eSRS for all contracts covered by the Contractor's commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

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

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

2. Reports submitted under individual contract plans—

A. This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

B. The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a single profit center) basis, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

C. If a prime Contractor and/or subcontractor is performing work for more than one executive agency covering only that agency's contracts, provided that the contractor agrees to insert the substance of this clause, including this paragraph (c), in each prime or subcontract contract, regardless of the dollar amount of the contracts.
25. SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

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

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

(ii) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date the work is performed whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor may require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.406. Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process including the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-4 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 a subcontract that was not subsequently awarded the subcontract shall be limited to such modifications.

(d) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later.

26. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

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

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

(2) A subcontractor or prospective subcontractor furnished the Contractor 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 any data that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(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 limited to the amount, plus applicable overhead and profit markup, by which (1) the actual cost or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that (A) the actual subcontract price was not affected by the defective cost orpricing data.

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

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

(2) The contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor.

(3) The data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the contractor shall be entitled to the extent of the payment made prior to the date of the modification reflecting the price reduction.

(e) The Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

28. LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

This clause is applicable to all cost-reimbursement subcontracts that exceed the simplified acquisition threshold (250,000).

(a) As used in this clause—

"Add 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 subcontractor's records, managing 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.

(b) The Contracting Officer shall determine if excessive pass-through charges exist.

(c) The Contracting Officer shall have the right to require repayment of excessive pass-through charges.

(d) The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor becomes aware of the amount of such contractor indirect cost effort 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 or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value or

(e) Access to records.

27. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2021)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-2, except that this clause does not apply to any modification if an exception under FAR 15.403-4 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause or any cost reimbursable under this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor may require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.406. Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process including the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-4 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 a subcontract that was not subsequently awarded the subcontract shall be limited to such modifications.

(d) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor may require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.406. Table 15-2 (to include any information reasonably required to explain the subcontractor’s estimating process including the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-4 applies.

(e) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 and to submit the subcontractor’s estimate of the total cost of the work to be performed under the subcontract, unless an exception under FAR 15.403-4 applies.

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

(g) The Contractor shall insert the substance of this clause, including paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(h) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the contractor shall be entitled to the extent of the payment made prior to the date of the modification reflecting the price reduction.

(i) The Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

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

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

(l) Except as prohibited by paragraph (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the pass-through charged to the Government.

(m) TheContractor proves that the cost or pricing data were submitted prior to the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(n) An offset shall not be allowed if—

(1) The subcontractor is for indirect costs or profit/fee on work performed by a subcontractor.

(2) The subcontractor from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to such modifications.

(p) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the subcontractor effort and shall include verification that the Contractor will provide added value or

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

(r) The subcontractor or prospective subcontractor furnished the Contractor 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

(s) The Government proves that the facts demonstrate that the contract 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.

(t) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the contractor shall be entitled to the extent of the payment made prior to the date of the modification reflecting the price reduction.

(u) The Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(v) The Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor.

(w) The Government proves that the facts demonstrate that the contract 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.

(x) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the contractor shall be entitled to the extent of the payment made prior to the date of the modification reflecting the price reduction.

(y) The Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(z) The contractor shall be entitled to the extent of the payment made prior to the date of the modification reflecting the price reduction.

(aa) The Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
(e) Unless otherwise specified in the contract, the Laboratory shall accept supplies as promptly as possible during the performance of the contract, but no later than 6 months, or such other time as the Laboratory shall designate in writing.

(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, and the simplified acquisition threshold is exceeded, and, if the subcontractor is a DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 43.406(b)(1)(ii)(D), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

29. CHANGES—COST-REIMBURSEMENT (OCT 1999)

(a) The Contractor shall notify the Laboratory Procurement Official reasonably in advance of any proposal to subcontract under the contract. The Contractor shall then publish a subcontracts announcement in accordance with FAR 52.215-2 and insert a notice in the (OCT 1999) contract. The Contractor shall notify the Laboratory Procurement Official to any subcontract nor approval of the Contractor's

(b) The conduct of one or more of the Contractor's employees selected or retained by the Contractor for the performance of the work under this contract shall be of the contractor's employees personal unqualified or unethical.

(c) Notwithstanding paragraphs (f) and (g) of this clause, the Laboratory may at any time require the Contractor to correct or replace Government-provided property that is not in accordance with these requirements.

(d) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-provided property shall be governed by the contract containing the Government property.

30. EXCUSABLE DELAYS (OCT 1999)

(a) Except for defaults of subcontractors at any tier, the contractor shall not be in default because of the failure of any performance due to any of the following: (a) the failure arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God, (2) acts of the contractor, (3) acts of the contractor's employees, (4) the terrorist acts, to include acts against the contractor, (5) the contractor's employees, to include acts against the contractor, (6) the contractor's employees, to include acts against the contractor, (7) strikes, (8) freight embargoes, and (9) unusual weather conditions. In each instance the contractor's failure to perform must be beyond the control and without the fault or negligence of the contractor. "Default" includes failure to make progress in the work so as to warrant performance of the contract.

(b) 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 subcontractor, and without the fault or negligence of either, the contractor shall not be deemed to be in default unless—

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

(2) The subcontractor failed to comply reasonably with this order;

(c) Upon request of the contractor, the Laborator shall furnish the facts and extent of delay. If the Laborator 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 Laborator under the termination clause of this contract.

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

(a) Definitions. As used in this clause—

"Contractor's management 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 contractor is performing or

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

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

The Contractor shall provide and maintain an inspection system acceptable to the Laborator covering the supplies, lubricating oil, and crude oil to be delivered under the contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Laborator during contract performance and for as long afterwards as the contract requires.

The Laborator has the right to inspect and test the contract supplies, to the extent practical at all places and times, including the area of the contract, and to perform any other tests or examinations necessary to determine the condition of the contract supplies. The Contractor shall have no obligation or liability under this contract to replace supplies that were not nonconforming at the time of delivery, except as provided in paragraph (j) of this clause. The Contractor shall not be liable for any nonconforming supplies required to be replaced or corrected unless without disclosing the formal requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Laborator may—

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor the increased cost required or make an equitable reduction in any fixed price contract price resulting from the failure of the Contractor to perform as required under the contract or

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were not nonconforming at the time of delivery, except as provided in this clause or as otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-provided property shall be governed by the contract pertaining to Government property.
34. ASSIGNMENT (OCT 1999)

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

35. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

“Commerical item” means the mentioned Federal Acquisition Regulation 2101,

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

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

(c) The Contractor shall enter the following clauses in subcontracts for commercial items:—

(i) 52.220-3, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251), if the subcontract exceeds $10,000,000 and has a period of performance more than 120 days. In altering this clause to identify the disclosures required under the civil False Claims Act or of Federal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.220-14, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jan 2010) (Title 15 of U.S. Code, section 1552, if the subcontract is funded under the Recovery Act.

(iii) 52.221-9, Utilization of Small Business Concerns (Dec 2010) (41 U.S.C. 637(g)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $10,000,000 ($15 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a)).


(vii) 52.222-39, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(a)), if the subcontract includes the minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

36. GOVERNMENT PROPERTY (AUG 2010)

(a) Definitions. As used in this clause—

“Acquisition cost” means the cost to acquire a tangible asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to the condition necessary for normal or ordinary use.

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

“Contractor inventory” means—

(i) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title to the Government and which exceeds the amount needed to complete full performance under the entire contract;

(ii) Any property that the Government is obligated or has the option to take over under any other contract; and

(iii) Any Government-furnished property that exceeds the amount needed to complete full performance under the entire contract.

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

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

(ii) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(iii) A separate and complete major industrial operation.

“Demilitarization” means rendering a weapon useless for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancy incident to shipping” means any differences (count or condition) between items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonreplaceable, and needed for the contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special tools or equipment, or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spaces and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government, Government-furnished property, or contractor-acquired property.

“Government-furnished property” means the contractor-acquired property and satisfies the following:—

(i) The Contractor reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart 44.1.

(ii) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors to incorporate, clauses as defined under Government property, pertinent to the construction or installation of such Government property.

(iii) To relieve the Contractor of any responsibility for performing this contract.

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, protect, repair and maintain) Government property in its possession. The system shall be adequate to support the requirements of this section, which include the following:

(i) The Contractor shall maintain and control the property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(ii) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

(c) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information necessary for the contractor’s use. The Contractor shall be responsible for the satisfactory use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to the Contractor with this contract.

(2) The delivery and performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor in the condition stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Laboratory Procurement Official shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Laboratory Procurement Official shall, upon the Contractor’s timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include replacing, modifying, returning, or otherwise disposing of the property at the Government’s expense. Upon completion of the required action(s), the Laboratory shall initiate and maintain the processes, systems, procedures, records, and accountability to ensure compliance with voluntary consensus standards and industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator.

(e) Title to Government property.

(1) The Contractor shall have a system to manage (control, use, protect, repair and maintain) Government property in its possession. The system shall be adequate to support the requirements of this section, which include the following:

(i) The Contractor shall have a system to manage (control, use, protect, repair and maintain) Government property in its possession. The system shall be adequate to support the requirements of this section, which include the following:

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Laboratory Procurement Official.

(f) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

(2) The Contractor shall have a system to manage (control, use, protect, repair and maintain) Government property in its possession. The system shall be adequate to support the requirements of this section, which include the following:

(i) The Contractor shall have a system to manage (control, use, protect, repair and maintain) Government property in its possession. The system shall be adequate to support the requirements of this section, which include the following:

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Laboratory Procurement Official.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Laboratory Procurement Official.

(g) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information necessary for the contractor’s use. The Contractor shall be responsible for the satisfactory use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to the Contractor with this contract.

(2) The delivery and performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor in the condition stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Laboratory Procurement Official shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Laboratory Procurement Official shall, upon the Contractor’s timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include replacing, modifying, returning, or otherwise disposing of the property at the Government’s expense. Upon completion of the required action(s), the Laboratory shall initiate and maintain the processes, systems, procedures, records, and accountability to ensure compliance with voluntary consensus standards and industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator.

(e) Title to Government property.

(1) The Contractor shall have a system to manage (control, use, protect, repair and maintain) Government property in its possession. The system shall be adequate to support the requirements of this section, which include the following:


Title under Cost-Reimbursement or Time-and-Material Contracts or Cost- 
Reimbursable Contract Line Items under Fixed-Price Contracts:

(i) Title to all property purchased by the Contractor for which the Contractor is 
entitled to be reimbursed as a direct item of cost under this contract shall pass 
and vest in the Government upon delivery of such property; and
(ii) Title to all other property, the cost of which is reimbursable to the Contractor,
shall pass to and vest in the Government upon:
(A) Issuance of the property for use in contract performance;
(B) Commencement of processing of the property or its use in contract performance; 
or
(C) Reimbursement of the cost of the property by the Government, whichever 
occur first.

Title under Cost-Reimbursement or Time-and-Material Contracts or Cost- 
Reimbursable Contract Line Items under Fixed-Price Contracts:

(i) Title to all property purchased by the Contractor for which the Contractor is 
entitled to be reimbursed as a direct item of cost under this contract shall pass 
and vest in the Government upon delivery of such property; and
(ii) Title to all other property, the cost of which is reimbursable to the Contractor,
shall pass to and vest in the Government upon:
(A) Issuance of the property for use in contract performance;
(B) Commencement of processing of the property or its use in contract performance; or
(C) Reimbursement of the cost of the property by the Government, whichever 
occur first.

(iii) If this contract contains a provision directing the Contractor to purchase
property, the Contractor shall be relieved of stewardship responsibility for
Government property when such property is—
(A) Consumed or expended, reasonably and properly, or otherwise accounted for,
in the performance of the contract, including reasonable inventory adjustments of
material as determined by the Property Administrator, 
(B) Delivered or shipped from the Contractor's plant, under Government 
instructions, except when shipment is to a subcontractor or other location of the 
Contractor, or
(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(vii) Utilizing Government property.

(A) The Contractor shall utilize, 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.

(B) Unless otherwise authorized in this contract or by the Property 
Administrator the Contractor shall perform and report to the 
Property Administrator the need for replacement and/or capital rehabilitation.

(viii) Property control operations.

The Contractor shall be responsible for maintaining 
property accountability in a manner consistent with its engineering, production planning, and property
control operations.

(x) Discontinued or disused property.

The Contractor shall identify as Government owned in a manner appropriate to the type of property
acquired consistent with its engineering, production planning, and property
control operations.

The Contractor shall document that all property was
acquired under the provisions of this clause.

The Contractor shall be relieved of stewardship responsibility for Government property 
when such property is—
(A) Consumed or expended, reasonably and properly, or otherwise accounted for,
in the performance of the contract, including reasonable inventory adjustments of
material as determined by the Property Administrator, 
(B) Delivered or shipped from the Contractor's plant, under Government 
instructions, except when shipment is to a subcontractor or other location of the 
Contractor, or
(C) Disposed of 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, at reasonable times, for the purposes of reviewing, inspecting and 
evaluating the Contractor's property management plan(s), systems, procedures, 
and reviews and audits. The Contractor shall provide the Property Administrator information concerning the Contractor's property management system.

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

(3) Records shall be determined by the Government to be in accordance with 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 
undue risk to the Government, the Contractor shall take corrective action as directed by 
the Property Administrator. The Contractor shall not commingle Government material 
with other property, at reasonable times, for the purposes of reviewing, inspecting and 
evaluating the Contractor's property management system.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating 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
loss, theft, damage or destruction of Government property furnished or acquired 
under this contract, except when any one of the following applies—

(A) The loss, theft, damage or destruction is not attributable to the
Contractor's property management practices, or

(B) The loss, theft, damage or destruction is the result of
willful misconduct or lack of good faith on the part of the Contractor's 
managerial personnel.

(2) The Contractor shall take all reasonable actions necessary to protect
Government property from further loss, theft, damage or destruction. The Contractor 
must be able to demonstrate to the satisfaction of the Property Administrator the 
adequacy of its property management practices in the event of any loss, theft, 
damage or destruction of Government property.

(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 Property Administrator, the Contractor shall:

A. Provide the Property Administrator with all necessary assistance and cooperation, 
including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

The Contractor shall notify the Property Administrator of any loss, theft, damage or destruction of Government property that is not covered by
insurance or other forms of reimbursement. The Contractor shall take responsibility for such losses, thefts, damages, or destructions unless the Contractor can show that 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's failure to properly respond to an insurance claim, or the cost of
replacement or repair of the property was not fixed.

31.205-19
(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 breaches of contract for the following:

(1) Failure to pay or delay in payment of Governm ent-furnished property.
(2) Delivery of Government-furnished property in a condition not suitable for its intended use.
(3) Increase, decrease, or substitution of Government-furnished property.
(4) Failure to repair or replace Government property for which the Government is responsible.

(ii) 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 instructed by the Laboratory Procurement Official or by the Plant Clearance Officer, the Contractor shall not remove and destroy any marking or property identifying the property as U.S. Government-owned property prior to its disposition.

(iii) The Laboratory Procurement Official may require the Contractor to 
demilitarize the property prior to shipment or disposal. In such cases, the Contractor shall prepare an inventory disposal schedule.

(iv) Abandonment of Government property.

(a) The Contractor shall not dispose of Government property until authorized to do so by the Plant Clear ance Officer.

(b) On notice to the Contractor, the Government may repossess and 
remove any property and any materials or equipment containing the property that is abandoned or destroyed by the Contractor.

(c) To the extent that Government property is abandoned within the United States and app ortionable to the United States, the Contractor shall remit the amount, if any, to the Treasury of the United States.

(d) The Contractor shall notify the Plant Clearance Officer no later than

38. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid for all hours worked at a rate not less than time and a half the basic rate of pay for each hour worked over 40 hours.

(b) Contract Work Hours and Safety Standards Act. The Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(c) Property with the same description, condition code, and reporting location may be grouped in a single entry.

(d) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

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

(i) 30 days following the Contractor 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 Official, for the listing of scrap for delivery, delivery or performance.
(iii) 120 days, or such longer period as may be approved by the Laboratory Procurement Official following termination in whole or in part.

(f) Corrections. The Plant Clearance Office may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and 

(ii) Require the Contractor to correct an inventory disposal schedule.

(g) Postsubmittal adjustments. The Contractor shall notify the Plant Clearance Officer at least 30 working days in advance of its alleged and apparent inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(h) Storage. The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government’s failure to furnish disposal instructions within 125 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

37. PERSONNEL (DEC 2000) 

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid for all hours worked at a rate not less than time and a half the basic rate of pay for each hour worked over 40 hours.

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(ii) Require the Contractor to correct an inventory disposal schedule.

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(b) Contract Work Hours and Safety Standards Act. The Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.
In the performance of this contract, the Contractor shall comply with the requirements of Executive Leadership in Environmental, Energy, and Economic Performance (See 12.505(c)). If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in connection with the development of new technology, the Contractor shall maintain payment records for all laborers and mechanics working on the contract during the contract period and shall keep them on file with the Laboratory or the Government, when the liability is not insured or covered by bond.

41. WARRANTY OF SERVICES (MAY 2001)

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract period and shall make them available to the Laboratory at any time during the contract. The records shall be kept in detail and shall conform to those required by law or regulation.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Laboratory Procurement Officer to inspect and copy, or transcript records maintained under paragraph (d) of this clause. The Contractor or subcontractor shall also provide the Laboratory Procurement Representative or Department of Labor to interview laboratory employees in the workplace during the contract period.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may involve the employment of laborers and mechanics, and require subcontracts to include provisions in any provisions as low unit quantities and interpretations of the Secretary of Labor which are now or may hereafter be effective.

40. INTEGRITY OF UNIT PRICES (OCT 2010)

This clause applies to all subcontracts that exceed $50,000.

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items’ basic cost, including, for example, manufacturing or acquisition costs. A method of distributing costs that results in distort unit prices shall not be used. For example, distributing costs equally among multiple items is not acceptable if the cost of one item is zero or no variation in base costs. Anything in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall submit the substantiating data set forth in paragraphs (b) and (c) of this clause and the requirements as below to the Contracting Officer or to the Procurement Officer. The Contractor shall ensure that the data is both complete and accurate.

(d) The Contractor shall deliver only domestic end products except to the extent that they specified delivery of foreign end products in the provisions of the solicitation entitled “Buy American Act Certificate.”

44. INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

(a) Except as provided in subparagraph (2) immediately following, the contractor shall provide liability insurance in an amount at least equal to the limits of liability required by the Longshore and Harbor Workers’ Compensation Act, and such other insurance as the Laboratory may require under the COTS Item (See 12.505(c)).

(b) Offers may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer works as data for this contract.

(c) The Contractor shall deliver only domestic end products except to the extent that it specifically specified delivery of foreign end products in the provisions of the solicitation entitled “Buy American Act Certificate.”

(d) The contractor agrees to submit to the Laboratory’s approval, to the extent and in the manner required by the Laboratory, any other insurance that is maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.

(e) If any suit or action is filed or any claim is made against the contractor, the cost and expenses incidental to such liabilities shall be reimbursable to the contractor if it is determined that the contractor is not otherwise responsible for the losses or damages claimed. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liability, the contractor shall be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the contractor to be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract, other than insurance required in accordance with this clause: provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) 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 which is not uninsured, the contractor shall be reimbursed for the amount claimed, less any amount claimed, the contractor shall be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract or subcontract for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 1; the Laboratory and/or the Government, when the liability is not insured or covered by bond. The contractor may, at its own expense, be associated with the Laboratory or Government representatives in any such claim or litigation.
46. 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; or

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

(b) The Laboratory Procurement Official, as directed by the Laboratory, may terminate this contract, in whole or in part, to accomplish the following:

(1) Prevent an interruption or threatened interruption of the work.

(2) Avoid delay or loss of equipment, facilities, or materials.

(3) Avoid further costs of indefinite continuance of the work.

(4) Eliminate a substantial defect or defective performance.

(5) Reduce costs of indefinite continuance of the work.

(6) Avoid damage to the facilities of the Laboratory.

(7) Take any action that may be necessary, or that the Laboratory Procurement Official, the Contractor shall immediately proceed with the following:

(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 continued portion of the contract.

(3) Terminate all subcontracts which are 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 settle or to pay any termination settlement proposal arising out of those terminated.

(5) With approval or ratification by the Laboratory, and at the cost of the Contractor, deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, and supplies, and other materials produced or acquired for the work terminated; or

(ii) The termination and settlement of subcontracts (excluding the amounts of any termination settlement proposals) because of retention or other disposition of contract effort.

(6) Transfer title (if not already transferred) and, as directed by the Laboratory Procurement Official, the Contractor's failure to perform or to make progress in performance is due to causes beyond the Contractor's control.

(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) The Contractor shall immediately, and in no case later than 10 days (unless extended by written notice from the Laboratory Procurement Official) after receipt of the Notice of Termination, deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, and supplies, and other materials produced or acquired for the work terminated; or

(ii) The completed or partially completed plans, drawings, information, and other property of the Contractor or the subcontractor if the contract has been or will be reimbursed under this contract.

(2) Any take that may be necessary, or that the Laboratory Procurement Official may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(3) Use its best efforts to sell, as directed or authorized by the Laboratory Procurement Official, any property of the types referred to in paragraph (c)(2) of this clause; provided, however, that the Contractor is not required to extend credit to any purchaser and (i) may accept a price for such property at prices approved by the Laboratory Procurement Official, or (ii) any payments made to the Contractor, the Government, or any subcontractor under this clause and not recovered by or credited against the Contractor's profits or subcontractor's fee, shall be reimbursed under this contract.

(d) After expiration of the plant clearance period as defined in Subpart 40.901 of the Federal Acquisition Regulation, the Contractor may, at the Contractor's expense, remove from the Laboratory's premises any remaining equipment, supplies, materials, or equipment or services of any kind under a prime contract or subcontracts entered into under this contract. Such removal shall be in a condition of good working order, and the expenses attributable thereto shall be cost reimbursable under this contract.

(e) After expiration of the plant clearance period as defined in Subpart 40.901 of the Federal Acquisition Regulation, the Contractor may seek the termination settlement of this contract. The Contractor shall submit the proposal promptly, but no later than 10 days after the effective date of the contract, unless extended in writing by the Laboratory Procurement Official.

(f) The Laboratory Procurement Official will accept the Contractor's termination settlement proposal and make a payment to the Contractor, as the case may be, if it determines that the proposal is within the allowable limits of the contract and is consistent with the Government's interest. The Laboratory Procurement Official may, in its discretion, increase or decrease the proposal, as appropriate, to arrive at the total amount to be paid to the Contractor.

(g) Subject to paragraphs (e) and (f) of this clause, the Contractor and the Laboratory Procurement Official may agree on the total amount to be paid (including an allowance for fee) because of the termination of the contract. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Laboratory Procurement Official fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of this contract, the Laboratory Procurement Official will make a tentative determination of such costs and/or fee, and thereupon the Contractor may appeal this tentative determination to the Contract Disputes Act, 41 U.S.C. §§ 701 et seq., or the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101 et seq. The Contractor shall have the right to appeal to the Contract Disputes Act, and the Laborator y shall have the right to settle or to pay any termination settlement proposal because of retention or other disposition of contract effort.

(i) When the Contractor fails to perform or to make progress in performance is due to causes beyond the Contractor's control, the Contractor shall, within 10 days after receipt of written notice of termination, deliver to the Laboratory the proposal for the termination settlement of this contract.

(j) The Laboratory Procurement Official will determine whether the proposal is within the allowable limits of the contract and is consistent with the Government's interest. The Laboratory Procurement Official may, in its discretion, increase or decrease the proposal, as appropriate, to arrive at the total amount to be paid because of the termination of this contract. The contract shall be amended, and the Contractor paid the agreed amount.

(k) The Contractor shall submit the proposal promptly, but no later than 10 days after the effective date of the contract, unless extended in writing by the Laboratory Procurement Official.

(l) If the Contractor and the Laboratory Procurement Official fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of this contract, the Laboratory Procurement Official will make a tentative determination of such costs and/or fee, and thereupon the Contractor may appeal this tentative determination to the Contract Disputes Act, 41 U.S.C. §§ 701 et seq., or the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101 et seq. The Contractor shall have the right to appeal to the Contract Disputes Act, and the Laboratory shall have the right to settle or to pay any termination settlement proposal because of retention or other disposition of contract effort.

(m) The Contractor and the Laboratory Procurement Official must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination of the contract. The Laboratory Procurement Official shall amend the contract to reflect the agreement.

(n) The laboratory may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Laboratory Procurement Official believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(o) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Laboratory upon demand, with interest at the rate specified in paragraph (o)(1), or under 50 U.S.C. App. 121(b)(2).

(p) If the Contractor is a prime contractor, or subcontractor, or both, the Contractor may acquire an interest.

(q) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

47. ANTI-KICKBACK PROCEDURES (OCT 2010)

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

(a) Definitions.

(1) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly, to any prime Contractor, prime Contractor employee, Subcontractor, or Subcontractor employee, for the purpose of obtaining or retaining business, or to influence the performance of an existing business relationship with the Government, to the extent prohibited by law.

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

(3) "Subcontractor," as used in this clause, means a person who has entered into a subcontract with the Prime Contractor.

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

(5) "Subcontract," as used in this clause, means a contract or subcontractual agreement entered into by a prime contractor with the Government, or entered into by a prime contractor with any other person, including a Subcontractor, that provides for the performance of any part of the services or supplies, materials, equipment, or services of any kind under a prime contract.

(6) "Buyer," as used in this clause, means the Prime Contractor, Subcontractor, or Subcontractor employee, who offers to furnish or furnish and install supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with a prime contract.

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

(b) Anti-Kickback Provisions.

(1) Providing or attempting to provide or offering to provide any kickback, soliciting, accepting, or attempting to accept any kickback, or paying any kickback.

(2) Providing, or attempting to provide or offering to provide any kickback, soliciting, accepting, or attempting to accept any kickback, or paying any kickback.

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a Subcontractor to a prime Contractor or higher-tier Subcontractor.
(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations. Any amounts that result from any such violations shall be accounted for in the contractor's own operations and direct business relationships.

(2) When the Contractor has reason to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in writing, the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

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

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States to the contractor under the contract or any other contract, grant, or cooperative agreement with the United States, or (ii) direct that the prime contractor withhold from sums owed a Subcontractor under the prime contract, the amount of the kickback. This amount shall be paid to the person or entity having an inspector general or the Department of Justice.

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

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

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

(c) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.

49. NEGOTIATED OVERHEAD RATES (AUG 2001)

(a) Notwithstanding the provisions of the 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.

(b) The contractor, as soon as possible but not later than 90 days after the expiration of this year's rate, or other period as may be specified in the contract, shall submit to the Laboratory, with a copy to the cognizant audit activity, a proposed final overhead rate or rates for that period based on the contractor's actual cost experience during that period together with supporting cost data. Negotiations of overhead rates by the contractor and the Laboratory shall be undertaken as promptly as practicable after receipt of the contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with clause entitled "Allowable Costs and Payment." (d) The results of each negotiation shall be set forth in a modification to this contract, which shall specify (i) the agreed final rates; (ii) the bases to which the rates apply; and (iii) the period during which the rates apply.

(e) Pending establishment of final overhead rates for any period, the contractor shall be reimbursed, in 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 for that period are established. To prevent substantial over or under payment, and to apply either rate prospectively or retroactively: (1) Provisional rates may, at the request of either party, be revised by mutual agreement, and (2) Billing rates may be adjusted at any time by the Laboratory. Any such revision of negotiated provisional rates provided in the contract shall be set forth in a modification to this contract.

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

This clause applies to all subcontracts that exceed $50,000.

(a) Definitions. As used in this clause—

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

"Covered Federal action" means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

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

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

"Influencing or attempting to influence" means having the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

(b) Prohibition. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611 et seq.) or subsequent amendments, the Contractor may only offer influence services if the person requesting such influence is not an officer or employee of the Federal Government, not an officer or employee of a Member of Congress, an employee of a Member of Congress, an employee of the President or Vice President of the United States, or an employee of any other Federal Agency or political subdivision of the United States.

(2) Agency and legislative liaison by Contractor employees.

(i) Agency and legislative liaison by Contractor employees.

(3) Agency and legislative liaison by Contractor employees.

(4) Agency and legislative liaison by Contractor employees.

(5) Agency and legislative liaison by Contractor employees.

(6) Agency and legislative liaison by Contractor employees.

(c) Reimbursement. "Reasonable payment" means, with respect to professional and other technical services, a payment that is directly related to the performance of services, does not exceed the amount normally paid for such services in the private sector, and is reasonable under the circumstances. "Reasonable payment" means, with respect to professional and other technical services, a payment that is directly related to the performance of services, does not exceed the amount normally paid for such services in the private sector, and is reasonable under the circumstances.

(d) Disclosure.

(1) The Contractor shall submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611 et seq.) or subsequent amendments, the Contractor may only offer influence services if the person requesting such influence is not an officer or employee of the Federal Government, not an officer or employee of a Member of Congress, an employee of a Member of Congress, an employee of the President or Vice President of the United States, or an employee of any other Federal Agency or political subdivision of the United States.

(e) Penalties.

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

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

(f) Cost allowance. Nothing in this clause relieves an officer of any responsibility, which would otherwise be unallowable or unreasonable. Conversely, costs, made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraph (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from...
51. LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Laboratory more than the estimated cost specified in the Schedule or, 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 best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Laboratory’s and the contractor’s share of the cost specified in the Schedule.

(b) The Schedule specifies the amount presently available for payment by the Laboratory and allotted to this contract, the items covered, the Laboratory’s share of the cost if this is a cost-sharing contract, and the period for which the estimated amount will cover. The parties contemplate that the Laboratory will allot additional funds incrementally to the contract up to the estimated cost to the Laboratory specified in the Schedule in the event of any exclusive of any fee. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Laboratory under the contract approximates but does not exceed the total amount actually allotted by the Laboratory to the contract.

(c) The contractor shall notify the authorized Laboratory Procurement Official in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 90 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Laboratory, or (2) if this is a cost-reimbursement contract, the amount then allotted to the contract by the Laboratory plus the contractor’s corresponding share, shall be allowable to the contract, but does not exceed the total amount actually allotted by the Laboratory to the contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause, the Laboratory and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(e) Change orders shall not be considered an authorization to exceed the amount allotted to the Laboratory in the Schedule, unless they contain a statement increasing the amount allotted.

52. 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 the estimated cost specified in the Schedule or, 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 best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Laboratory’s and the contractor’s share of the cost specified in the Schedule.

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

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either the total amount so far allotted to the contract by the Laboratory or substantially less than the estimated cost specified in the Schedule; or

(3) As part of the notification, the contractor shall provide the authorized Laboratory Procurement Official a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause, the Laboratory is not obligated to reimburse the contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule, or (ii) if this is a cost-sharing contract, the estimated cost to the Laboratory specified in the Schedule; and

(e) If the contractor estimates that the total cost for performing this contract, exclusive of any fee, will exceed the estimated cost specified in the Schedule, or if this is a cost-sharing contract, the estimated cost to the Laboratory specified in the Schedule, whether or not the costs were incurred during the course of the contract or as a result of termination.

(f) Change orders shall not be considered an authorization to exceed the estimated cost specified in the Schedule.

(g) If this contract is terminated or the estimated cost is not increased, the Laboratory and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

53. ALLOWABLE COST AND PAYMENT (JUN 2011)

(a) Invoicing

(1) The Laboratory will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more than once every calendar month. The contractor shall submit a requisition to the authorized Laboratory Procurement Official in accordance with Federal Acquisition Regulation (FAR) Subpart 31.202, as supplemented by the Prompt Payment Act (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Laboratory a request for interim payments prior to the expiration of the performance period for performance of the Term of this contract. If the contractor estimates that the contractor’s expense or at no cost to the Government shall be disregarded for purposes of calculating the indirect cost rate.

(b) Reimbursement costs

(1) For the purpose of reimbursing allowable costs (except as provided in 52.232-2(c)(3) and (5)) under this contract, fixed (for example, employee stock ownership plan contributions), the term “costs” includes only—

(i) Direct labor;

(ii) Material, supplies, and equipment;

(iii) Those recorded costs that, at the time of the request for reimbursement, the Contractor and granted in writing by the Laboratory Procurement Official, as applicable to the person requesting or receiving a subcontract exceeding $150,000 under this contract.

(c) A small business concern may receive more frequent payments when deemed to be in the best interest of the Government, subject to the provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are carried out as advance payments. If this contract contains Alternate I to the clause at 52.232-24, the designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Laboratory requires an audit or other review of a specific payment under this contract, the Contractor shall support its proposal with adequate supporting data.

(d) The amount of financing payments that have been paid by cash, check, or other form of actual payment for items or services purchased directly for the contract.

(e) The amount of financing payments that have been paid by cash, check, or other form of actual payment for items or services purchased directly for the contract.

(f) Proportionately allocated and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(g) The amount of financing payments that have been paid by cash, check, or other form of actual payment for items or services purchased directly for the contract.

(h) Accrued costs and expenses under employee pension plans shall be excluded only if actually paid under the contract to the extent that the amount allotted to the contract plus the contractor’s corresponding share, shall be allowable to the contract, and thereafter, the legal of payment as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts.

(i) The amount of financing payments that have been paid by cash, check, or other form of actual payment for items or services purchased directly for the contract.

(j) Cost of financing payments that have been paid by cash, check, or other form of actual payment for items or services purchased directly for the contract.

(k) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor’s expense or at no cost to the Government shall be disregarded for purposes of calculating the indirect cost rate.

(l) Final indirect cost rates

(i) Final annual indirect cost rates and the appropriate baselines shall be established in accordance with FAR Subpart 42.7 and the prompt payment (DEAR) in effect for the period covered by the indirect cost rate proposal.

(ii) The Contractor shall submit an indirect cost rate proposal to the Laboratory Procurement Official and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exception if the contractor incurs in excess of the estimated cost specified in the Schedule.

(iii) The proposed rates shall be based on the Contractor’s actual cost experience for that period. The appropriate Government representative and the
Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the final completion invoice or voucher. These rates shall be established by the Laboratory Procurement Official or by an authorized representative (the cognizant auditor), subject to approval of the cognizant Federal agency official.

(ii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
(B) General and Administrative expenses (final indirect cost pool).
(C) Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
(D) A Schedule of indirect expenses claimed by element of cost as identified by the Government in the schedule of cumulative direct and indirect costs claimed and billed by the contractor. The subcontractor (include prime and subcontract numbers; subcontract value and award amount; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
(F) Facilities capital cost of money factors computation.
(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
(H) Schedule of indirect costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
(J) Subcontract information. Listing of subcontracts awarded to companies as follows: (i) by name of the contractor; (ii) by whether or not the contractor (prime) is responsible for settling subcontractor amounts and rates included in the invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall reflect the settled amounts and rates. The completion invoice or voucher shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include the following data unless otherwise specified by the cognizant Federal agency official:

(a) A determination of whether the Contractor has been reimbursed by the Government under this contract.
(b) A release disclosing the Government, officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except:
   (A) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor in accordance with the FAR, 42.708-1, Subcontractor Accounting, where the final contract may be revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
   (B) Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract.

(E) The Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the final completion invoice or voucher. These rates shall be established by the Laboratory Procurement Official or by an authorized representative (the cognizant auditor), subject to approval of the cognizant Federal agency official. These rates shall adverse decision to the Government, or reference information is available at http://www.treas.gov/offices/comptroller/tsc/stdn. More information about these restrictions, as well as all updated FAR modifications, is available through FAR章 42.708 chapter 42.708 section 42.708-1. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

56. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other sleeping areas, accessories, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their work in any of its establishments at any time when segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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

(a) 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 according to the Contractor in connection with the work under this contract, other applicable credits, and nonallowable costs, and the settlement of any claims against the contractor. The receipt, use, and disposition of all Government property coming into the possession of the Contractor subject to the Equal Opportunity clause of this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's financial records, except as provided in paragraph (b) of this clause, or conduct an audit of the subcontractor's records 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 subcontractor.

f. Inspections. The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

g. Subcontracts. The Contractor shall insert or have inserted the substance of this clause, including this paragraph (e), in all subcontracts, and shall inform the subcontractor of the rights and remedies available to the Government under this clause.

i. The internal audit organization's placement within the contractor's management structure, and its independence, authority, and resources.

j. Remedies. If at any time during contract performance, the Contracting Officer determines that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contracting Officer may from time to time, and in any event, as the Contractor requires, require the Contractor to cease using the special financial institution account in connection with the work under this contract, other applicable credits, and fee accruals 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.

1. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's or subcontractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any employee regarding such transactions.

2. This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

3. Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.

4. The internal audit organization's placement within the contractor's management structure, and its independence, authority, and resources.

5. The overall internal audit strategy of this contract, considering particularly the risks associated with the work under this contract, including the costs incurred and contractor management systems described in the internal audit design.

6. The Contractor may determine, at any time during contract performance, that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contractor shall report such determination to the Contracting Officer, and the Contractor shall make such adjustments to the contract as the Contracting Officer may require.

7. The Contractor shall include the requirements of this clause, including this paragraph (e), in all subcontracts, and shall inform the subcontractor of the rights and remedies available to the Government under this clause.

8. The contractor shall notify the Contracting Officer in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by the Federal Government).

9. The Contractor shall determine, at any time during contract performance, that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contractor shall report such determination to the Contracting Officer, and the Contractor shall make such adjustments to the contract as the Contracting Officer may require.

10. The contractor shall determine, at any time during contract performance, that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contractor shall report such determination to the Contracting Officer, and the Contractor shall make such adjustments to the contract as the Contracting Officer may require.

11. The contractor shall determine, at any time during contract performance, that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contractor shall report such determination to the Contracting Officer, and the Contractor shall make such adjustments to the contract as the Contracting Officer may require.

12. The contractor shall determine, at any time during contract performance, that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contractor shall report such determination to the Contracting Officer, and the Contractor shall make such adjustments to the contract as the Contracting Officer may require.

13. The contractor shall determine, at any time during contract performance, that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contractor shall report such determination to the Contracting Officer, and the Contractor shall make such adjustments to the contract as the Contracting Officer may require.

14. The contractor shall determine, at any time during contract performance, that unallowable costs were claimed by the Contractor to the extent of making the contractor liable therefor, the Contractor shall report such determination to the Contracting Officer, and the Contractor shall make such adjustments to the contract as the Contracting Officer may require.
Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor or by his personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work on the contract who has other than a minor impact or involvement with project performance.

"Forced labor" means knowingly providing or obtaining the labor or services of a person—
(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint, or;
(3) By the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—
(1) Any scheme, plan, or pattern intended to cause the person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint, or;
(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—
(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age;
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of personal slave trade or servitude; and
(3) The use of such record leading to either a finding of research misconduct and an identification of the Investigative report, any recommendations made to the contractor's adjudicating official, the adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

"Laboratory" may elect to act in lieu of the contractor in conducting an inquiry or investigation.

"Mitigating Factor" means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

"Fabrication" means making up data or results and recording or reporting them.

"Falsification" means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the record. "Falsification" also means making up research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the record.

"Finding of Research Misconduct" means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a conclusion that there has been a significant departure from accepted practices of the research community and that such departure has adversely affected the integrity, the value, or the validity of the research.

"Pharmaceutical" means the appropriation of another person's ideas, processes, results, or data.

"Research" means all basic, applied, and demonstration research in all fields of science, medicine, engineering, computer science, or mathematics, and includes the results of such research and the written or oral summaries of such research.

"Research Misconduct" means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest errors or differences of opinion.

"Research record" means the record of all data or results that embody the facts resulting from scientists' inquiries, including, but not limited to, research proposals, laboratory notes, experimental protocols, research reports, written or oral presentations, internal reports, and journal articles.

"Research" means the performance of an inquiry or investigation for the purpose of the research completed or in process. The contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate any remedial actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Any such sanctions must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

The Laboratory reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the contractor's good faith administration of this clause shall not affect the effectiveness of its remedial actions and the contractor shall be held harmless from any consideration and shall be taken into account as mitigating factors in assessing the need for such actions. If the LPO notifies the contractor in writing that it will inform the subject of the action of the outcome and any applicable appeals procedures.

Definitions.

(f) Definitions.

(i) The United States Government's zero tolerance policy described in paragraph (g) of this clause.

(ii) The actions that will be taken against employees for violations of this policy.

(2) The allegation involves an entity of sufficiently small size that it cannot reasonably expected to take appropriate action.

(3) Laboratory involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest;

(4) The allegation involves issues in departmental misconduct.

(5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research community and that such departure has adversely affected the integrity, the value, or the validity of the research.

(6) Mitigating Factor. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable laws and regulations, the contract must take all necessary corrective actions. Such action may include but are not limited to, correcting the research and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate any remedial actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Any such sanctions must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

(7) The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding the outcome of the allegations, dissemination of the allegation and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.

(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate research misconduct who have appropriate expertise and have no unexplored conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation. The individual(s) shall be chosen free of any element that conducted the inquiry or investigation.

(3) The contractor shall coordinate, inquire, investigate, and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication within 180 days of completion of the investigation. The contractor may request an extension of time for good cause.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable laws and regulations, the contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate any remedial actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Any such sanctions must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.
export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, or whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits to workshops, or through computer networking is an export. If a foreign national observes equipment or a process, it may constitute an export of technical data, if significant details are revealed. It is solely the contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply with any export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

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

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

* Fundamental research and information resulting from fundamental research
* Published information and software (publically available) education information
* 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 while traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to a trip, presentations, 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.

66. 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” 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.

67. RIGHTS TO PROPOSAL DATA (AUGUST 2001)
It is agreed that, as a condition of this award, the contractor may propose for equitable adjustment, or any other claim under the contract, must be identified in writing to the Laboratory Procurement Official. Written notification must be received by the Laboratory Procurement Official within 90 days of the occurrence of the event. Any information or documentation may constitute criminal conduct, the Laboratory may reject and retain receipt of such information or items, at cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

68. 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.

69. 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 within 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.

70. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)
In the event a Government or Laboratory vehicle (including Laboratory-rented vehicles) 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.

71. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
(a) Definitions. As used in this clause—

(1) “Driving”—

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

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

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

(c) The Contractor is encouraged to—

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

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

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

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

72. INTEGRATION CLAUSE (MAY 2001)
This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract, and there are no understandings or agreements other than those incorporated into this contract.

73. TECHNICAL STANDARDS PROGRAM (FEBRUARY 2011)
This article applies if any Contractor personnel participate in development, review or selection activities related to DOE Technical Standards.

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

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

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

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

5. Flow down in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). (See Form DOE F 1300.2 09/2010)

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

74. SUSPECT COUNTERFEIT PARTS (DECEMBER 2007)
Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include genuine, original, and no components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or otherwise rendered unsuitable.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes, hoists, hooks; vices; pipe and fittings; electrical equipment and Devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
ATTACHMENT 1 TO SUSPECT/COUNTERFEIT PARTS CLAUSE

**SUSPECT/COUNTERFEIT PART**

**HEADMARK LIST**

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

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<thead>
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<th>Grade 5</th>
<th>Grade 8</th>
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<td>![Grade 5 Icon]</td>
<td>![Grade 8 Icon]</td>
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GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

<table>
<thead>
<tr>
<th>MARK</th>
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<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
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<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
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<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<td>A</td>
<td>Asahi Mfg. (JP)</td>
<td>KS</td>
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<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
<td>RT</td>
<td>Takai Ltd (JP)</td>
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<td>H</td>
<td>Hinomoto Metal (JP)</td>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
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<td>M</td>
<td>Minamida Sieybo (JP)</td>
<td>KY</td>
<td>Kyoei Mfg (JP)</td>
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<td>MS</td>
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<td>E</td>
<td>Dalei (JP)</td>
<td>UNY</td>
<td>Unyrite (JP)</td>
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<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
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GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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

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</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)