1. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

a. The Seller will not discriminate against any employee or applicant for employment be- cause he is a disabled veteran or veteran of the Vietnam Era in regard to position for which he is qualified, or if otherwise employed, his employment is qualified. The Seller agrees to take affirmative action to employ, advance in employment, and otherwise treat disabled veterans upon their disability or Vietnam Era status, in all employment practices, such as the following: employment upgrading, demotion in status, recall from layoff, return to work,晋升, verification, merger, or assimilation. The Seller will not discharge these employees except for cause and will reinstate these employees if discharged for cause until a new employee is hired to perform the employee's job.

b. As used in this clause:

1. "All suitable employment openings" includes, but is not limited to, those openings which occur in the following job categories: professional and support services, plant and office; laborers and mechanics; supervisory and management; professional special-

2. "Appropriate office of the State employment service system" means the office of the State employment service system designated by the Governor of the State to provide services to veterans and their family members.

c. Listing of employment openings with the em-

3. "Employment openings pursuant to this clause shall be made at least concurrently with the use of any other recruitment efforts, or efforts specifically designed to involve the normal obliga-

4. "Veterans" means, for purposes of this clause, individuals who served in the Armed Forces of the United States, and who were discharged or released under conditions other than dishonorable ones.

5. "Veterans of the Vietnam Era" means individuals who served in the Armed Forces of the United States during the period August 5, 1964, through May 7, 1975, and who were discharged or released under conditions other than dishonorable ones.

d. The reports required by paragraph b. of this clause shall be made on a quarterly basis, but not less frequently than once every four (4) months. The Seller must submit to the contracting agency reports (one for each location in the State, with the central office of that State employment service) in such form as the contracting agency may require. These reports shall indicate for each hiring location (1) the number of positions filled during each hiring period, (2) the number of non-disabled veterans of the Vietnam Era hired, (3) the number of non-disabled veterans of the Vietnam Era not hired, and (4) the total number of disabled veterans of the Vietnam Era hired. These reports should be current covered veterans hired for the job training under 38 U.S.C. 1787. The Seller shall sub-

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f. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices of the kind to be pre-

7. "Veterans of the Vietnam Era" means individuals who served in the Armed Forces of the United States during the period August 5, 1964, through May 7, 1975, and who were discharged or released under conditions other than dishonorable ones.

g. The Seller will notify each labor union or representative of employees, or employees, of any labor organization or to notify a customer or traditional employer-union hiring ar-

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i. The Seller agrees that the Comptroller General of the United States is hereby authorized to issue any request for information, audit, or other procedures necessary to permit adequate evaluation of the乙方 and the浜 proposal submitted by the乙方 and the浜 party, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take steps to ensure that any subcontract or purchase Order as the Director General of the Office of Federal Contract Compliance Programs may direct to em-

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2. Examination of Records by Comptroller General

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to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

(2) Records which relate to appeals under the arbitration clause of this purchase order, or litigation, or the settlement of claims arising out of the performance of this purchase order, shall be made available until such appeals, litigation, or claims have been disposed of.

f. The Seller shall insert a clause containing all the provisions of this clause, incidng this paragraph l., in all subcontracts exceeding $10,000, hereunder, except altered as necessary for proper identification of the contracting parties and the Contracting Officer under the Government prime contract.

4. Use of U.S. Flag Commercial Vessels (Applies when purchase order is issued under a contract with DOE)

a. The Cargo Preference Act of 1954 [P.L. 664, August 26, 1954, 68 Stat. 832, 46 U.S.C. 1241(b)], requires that Federal departments or agencies shall transport at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of equipment materials or commodities which may be transported on ocean vessels on privately owned United States flag commercial vessels. Such transportation shall be accomplished whenever:

(1) Any equipment, materials, or commodities, within or outside the United States, which may be transported by ocean vessel, are:
   a. Procured, contracted for, or otherwise obtained for the agency's account; or
   b. Furnished to or for the account of any foreign nation without provision for reimbursement.

(2) Funds or credits are advanced or the convertibility of foreign currencies is guaranteed in connection with furnishing such equipment, materials, or commodities which may be transported by ocean vessels.

Note: This requirement does not apply to small purchases as defined in 41 CFR 1.36 or to cargoes carried in the vessels of the Panama Canal Company.

b. The Seller agrees as follows:

(1) to utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipments of any equipment, material, or commodities under the conditions set forth above pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

Note: Guidance regarding fair and reasonable rates for United States flag vessels may be obtained from the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230. Area Code 202, phone 377-3449.

(2) To furnish, within 15 working days following the date of loading for shipments originating within the United States or within 25 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo covered by the provisions in a to both the Buyer and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

(3) To insert the substance of the provisions of this article in all subcontracts issued pursuant to this purchase order except for small purchases as defined in 41 CFR 1.36.

5. Utilization of Women-Owned Business Concerns

a. It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

b. The Seller agrees to use its best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Purchase Order. As used in this Purchase Order, a "women-owned business concern" means a business that is at least 51 percent owned by one or more United States citizens and that is a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Control" in this context means exercising the power to make policy decisions, an "interested party" in this context means being actively involved in the day-to-day management of the business.

c. Sellers acting in good faith may rely on written representations by their subcontractors regarding their status as women-owned business concerns.

6. Utilization of Small Business and Small Disadvantaged Business Concerns

a. It is the policy of the United States that small business and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts by any Federal agency.

b. The Seller hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this purchase order. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) to be entered into by a Federal Government prime contractor or subcontractor for supplies or services required for the performance of the original contract or any solicitation of an order of preference for labor surplus area concerns which are also small businesses, (2) other small business concerns, and (3) other labor surplus area concerns.

c. As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

The term "small business concern" shall mean a small business concern owned and controlled by socially and economically disadvantaged individuals and, in the case of any such small business concern, whose status as a socially and economically disadvantaged small business concern is determined by the following:

(1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; and/or,

(2) whose management and daily business operations are controlled by one or more of such individuals.

The Seller shall:

a. Represent and certify that the business concern is owned and controlled by socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans (i.e., American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans (i.e. U.S. citizens whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U. S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan, and other minorities, or any individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act).

d. Sellers acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

7. Utilization of Labor Surplus Area Concerns

a. It is the policy of the Government to award contracts to labor surplus area concerns which have agreed to perform substantially in labor surplus areas, where such concerns are consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere.

b. The Seller agrees to use its best efforts to place its subcontracts in accordance with this policy.

c. In complying with paragraph a. of this clause and with paragraph b. of the clause of this purchase order entitled "Utilization of Small Business and Small Disadvantaged Business Concerns", the Seller in placing its subcontracts shall observe, the following order of preference:

(1) labor surplus area concerns which are also small businesses, (2) other small business concerns, and (3) other labor surplus area concerns.

8. Competition in Subcontracting

The Seller shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the purchase order.