APPENDIX A
ARGONNE TERMS AND CONDITIONS
(For Non-Commercial Awards Under $10,000)

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1. ACCEPTANCE (OCT 1999)
Acceptance of this Purchase Order (hereinafter called the “contract”) must be in accordance with and strictly limited to the Terms and Conditions contained herein. An attempted acknowledgement or acceptance which contains provisions that amend, restrict, or waive any of the Terms and Conditions herein set forth or which varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgement shall be deemed to be in accordance with the Terms and Conditions of this contract.

2. ASSIGNMENT (OCT 1999)
Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory, provided that the contractor has any further obligations to the Laboratory. Any contract may be assigned by the Laboratory to any bank, trust company, or other financing institution, including any Federal, state, or local agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain a Government contract.

3. PAYMENTS (FEB 2004)
(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the amount stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Laboratory.
(b) The contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

4. BANKRUPTCY (JUL 1995)
In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Office, 10000 Avenue of the Americas, Accounts Payable Building 201, Lemont, IL 60439.

5. COVENANT AGAINST CONTINGENT FEES (APR 1984)
(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide agency or employee. For breach or violation of this warranty, the Laboratory shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exists 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 exists 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.
(d) “Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other thing of value 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.

6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
(a) Definitions: As used in this phrase—
(1) “Commercially available off-the-shelf (COTS) item” means—
(i) A commercial item (as defined in paragraph (1) of the definition at 2.101); or
(ii) Sold in substantial quantities in the commercial marketplace;
(2) “Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
(3) Does not include bulk cargo, as defined in 48 U.S.C. 40102(a), such as agricultural products and petroleum products. For purposes of this clause, “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in aisible yet unprocessed form, having unique performance characteristics. Bulk, cargo may include intermodal equipment, except LASH or Seabeau barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

7. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
(a) Definition. As used in this clause—
“Energy-efficient product”—
(1) Means a product which—
(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark only; or
(ii) Meets the average 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.
(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. §6299).

(b) The contractor shall list in the contract any energy-consuming products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are:
   (1) Delivered;
   (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
   (3) Furnished by the Contractor for use by the Government;
   (4) Specified in the design of a building or work, or incorporated during its construction, specification, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:
   (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP;
   (2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for:
   (1) ENERGY STAR® at http://www.energystar.gov/products;
   (2) FEMP at http://www.eere.energy.gov/femp/procurement/req_requirements.html.

8. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either:
   (1) Radioactive materials 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;
   (2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microroentgens per gram or the activity per item equals or exceeds 0.01 microcuries.

(b) Such notice shall specify the part 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 users of the items on notice as to the hazards involved (OMB No. 0930-0070).

(c) The Contractor shall submit these materials meeting the criteria in paragraph (a) of this clause.


(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.

“U.S. flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competition Practices Act of 1974 (49 U.S.C. 40118)(f)(f) (Wyoming-State Act) requires that all federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and the personal effects) to the extent that service by those carriers is available. It requires the Comptroller General of the United States to issue regulations, in the interest of satisfactory proof of the necessity for foreign air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-carrier air carrier if such transportation is reasonably available and is life cycle cost effective and meet applicable performance standards. Information about these products is available for:

(c) (1) The Contractor may not use a foreign-carrier air carrier if a U.S.-flag carrier is available and is life cycle cost effective and meet applicable performance standards.

(d) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carriers was not available or was not necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):

[State reasons];

(End of statement)

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

10. 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.

11. NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)

(a) If the contractor has knowledge that any actual or potential labor dispute is delaying or in such form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the Laboratory. All reports delivered to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

13. CHANGES - FIXED PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

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

(2) Method of shipment or packing.

(3) Place of delivery.

(4) Description of services to be performed.

(b) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation of personnel (and their personal effects) or property.

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

14. EXTRAS (OCT 1999)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras have therefore been authorized in writing by the authorized Laboratory Procurement Official.

15. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory in which the supplies have been furnished, and by which the Laboratory indicates that the supplies are obtained and appropriate personnel are notified to institute any necessary safety and health actions.

(b) The Contractor shall ensure that energy-consuming products are energy efficient products except that each subcontract to which a labor dispute may delay the timely performance of this contract; give notice, including all relevant information, to the Laboratory.

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

16. WARRANTY OF SUPPLIES (DEC 2011)

The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Energy Consuming Products

If the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, which are applicable only if such energy consuming products are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for:

[State reasons];


In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/energy/gaia/practices13423.html) and Executive Order 13514, Federal Leadership in Environmental, Economic, and Energy Performance (http://www.archives.gov/federal-register/executive-orders/disposition.html). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Economic, and Economic Performance. This guide includes information regarding recycled content products, bio-based products, energy efficient products, water efficient products, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. Information is available on the Internet at:


17. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal possession, or by any purchase order by the Laboratory, regardless of whether or where the Laboratory takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the contractor until, and shall pass to the Laboratory upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Acceptance by the Laboratory at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such supplies shall be borne by the Contractor.

(d) Paragraph (b) above shall not apply to supplies that fail to meet any contract requirements as to give a right of rejection. The risk of loss of or damage to such supplies shall be borne by the Contractor.

(e) Paragraph (b) above shall not apply to supplies that fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such supplies shall be borne by the Contractor.

(f) Paragraph (b) above shall not apply to supplies that fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such supplies shall be borne by the Contractor.

18. REPORTS (OCT 1999)

The contractor shall furnish intermediate reports to the Laboratory from time to time requested, in such form and number as may be required by the Laboratory, summarizing activities of the
18. INSPECTION OF SUPPLIES (OCT 1999)

The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Laboratory reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or services at no increase in contract price. The Laboratory must exercise its post acceptance rights (a) within a reasonable time after the defect was discovered or should have been discovered by the Laboratory, before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

19. INSPECTION OF SERVICES (AUG 1996)

(a) Definitions. “Services,” as used in this clause, includes services performed, workout, and materials furnished or utilized in the performance of services.

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

(c) Where such inspection is required and not called for by the contract, to the extent practicable at all times and places during the term of the contract. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Laboratory performs inspections or tests of the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Laboratory may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When defects in services cannot be corrected by repair or replacement, the appropriate action shall be taken as provided in this clause.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure performance in conformity with contract requirements, the Laboratory may (1) require the Contractor to take necessary action to ensure performance in conformity with the contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed.

20. LABORATORY-FURNISHED PROPERTY (OCT 1999)

(a) Definitions. (See 12.402-20(b)). “Services,” as used in this clause, includes services performed, workmanship, and materials furnished or utilized in the performance of services.

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

(c) The Contractor has the right to inspect and test any supplies or services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Laboratory performs inspections or tests of the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Laboratory may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When defects in services cannot be corrected by repair or replacement, the appropriate action shall be taken as provided in this clause.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure performance in conformity with contract requirements, the Laboratory may (1) require the Contractor to take necessary action to ensure performance in conformity with the contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed.

21. BUY AMERICAN ACT – SUPPLIES (FEB 2009)

(a) Definitions. As used in this clause—

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

(i) Any item of equipment (excluding software) that is-

(A) A commercial item that is available from two or more sources other than the Government or its designee. The Laboratory may assign this contract to a successor

(B) A commercial item available from multiple sources other than the Government or its designee. The Laboratory may assign the whole or any part of this contract to the Labora

(2) An item of equipment (excluding software) that is-

(i) A commercial item available from multiple sources other than the Government or its designee. The Laboratory may assign this contract to a successor

(b) The Buy American Act (41 U.S.C. 10a-10e) provides a preference for domestic products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the offeror shall be required to state on the contract date that the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

22. 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 22.203) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 1/2 times the basic rate of pay for all time worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and each subcontractor shall be liable for unpaid wages, liquidated damages, and any other liability incurred by an employee in the performance of this contract.

(c) Upon delivery of Laboratory-furnished property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except:

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract.

(d) Laboratory requiring this contract shall provide the instructions to the Laboratory regarding the disposition of all Laboratory-furnished property not consumed in performing this contract or previously delivered to the Laboratory. The contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Laboratory. The net proceeds of any such disposal shall be credited to the contract price and paid to the Laboratory as directed by the Laboratory.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the word “Government” wherever it appears in this clause shall be construed as “United States Government.”

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

(a) As used in this clause—

(1) “After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract in which the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. This does not include social security or other employment taxes, that the Contractor is required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) “After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract in which the Contractor is required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

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

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

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

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

24. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

(a) Definitions. As used in this clause—

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

(ii) Any item of equipment (excluding software) that is-

(iii) A commercial item available from multiple sources other than the Government or its designee. The Laboratory may assign this contract to a successor

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors to incorporate, the same item standards or nondiscretionary items as components of items to be supplied under this contract.

(c) The Contractor shall ensure that the item is a component of another item.
27. DEFAULT (OCT 1999)

(a) The Laboratory may, by paragraph (c) and (d) below, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Pay any sums due under this contract or any extension; or

(iii) Perform any of the other provisions of this contract (or see subparagraph (a)(ii) above).

(b) The Laboratory's right to terminate this contract under subdivisions (1)(i) and (1)(ii) above may be exercised if the contractor does not cure such failure within 10 days (or more if authorized in writing by the Laboratory) after receipt of the notice from the Laboratory specifying the failure.

(c) If the Laboratory terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Laboratory considers appropriate, supplies or services similar to those terminated, and the contractor will be liable to the Laboratory for any excess costs for such supplies or services. However, the contractor shall continue the work not terminated.

(d) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs for failure to perform if the failure to perform 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) war or public enemy, (3) blockage of the owner's works or contractual capacity, (4) fires, (5) floods, (6) epidemics, (7) strikes, (8) freight entanglements, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.

(e) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and the subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.

(f) If this contract is terminated for default, the Laboratory may require the contractor to transfer title and deliver to the Laboratory, as directed by the Laboratory, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the contractor has produced or acquired for the terminated portion of this contract. Upon direction of the Laboratory, the contractor shall also protect and preserve property in its possession in which the Laboratory or the Government have an interest.

(g) The Laboratory shall pay the contract price for completed supplies delivered and accepted. The contractor shall pay the Government for all manufacturing materials delivered and accepted and for the protection and preservation of the property. The Laboratory may withhold funds from the contractor until it determines that the contractor is no longer necessary to protect the Laboratory against loss because of outstanding liens or claims of former lessors.

(h) In the event of termination, it is determined that the contractor was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination occurred for the reason for which the contract was terminated.

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

28. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payment obligations from the Government, the contractor is required to make accelerated payment small business subcontracts to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all small business subcontracts.

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

29. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any service or service-related supplies if any service or service-related supplies are provided or controlled by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V and/or on www.treas.gov/ofac/enforcement/ofac/sanctions include a description of the sanctions to which a person (as defined in 31 CFR Chapter 5) is subject.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its possessions.

(c) The contractor shall insert this clause, including this paragraph (c), in all subcontracts with small business concerns.

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

30. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

This information technology acquisition clause is effective March 17, 2009, and has policies and procedures established by USAC, which are currently included in the government's common security configuration available from the National Institute of Standards and Technology website at http://checklists.nist.gov.

31. SECURITY (OCT 2013) (DEVIATION)

Responsibility. 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, maintain security protection of all classified information, including any component of classified material (including documents, materials and special nuclear material) at which the Contractor possesses possession or control. The Contractor shall agree to conditions established by the DOE, such as placing restrictions on the Contractor's possession or control of classified information, and to cooperate fully in the determination of responsibilities of the Contractor's possession or control in connection with performance of this contract. In the event that the Contractor possesses possession or control of classified information, the Contractor shall identify the physical, functional, and administrative classifications and categories of material possessed for retention, reasons for retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the Contractor shall agree to appropriate security protection of the classified information retained. Special nuclear material shall not be retained after the completion or termination of the contract.

Requirements. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
Definition of Classified Information. The term Classified Information means information that is
required to be protected for reasons of national security or to maintain foreign and/or military
security, that is subject to control for disclosure, and that is contained in or on a
restricted data category pursuant to Executive Order 12958, Classification and Control of
Secret, Sensitive but Unclassified (SBU), and Public Information, as amended.

Definition of Special Nuclear Material. The term "special nuclear material" means: (1)
source material; (2) any material artificially enriched by any of the foregoing, but does not include
materials that relate primarily to the military utilization of atomic weapons; and (2) can be adequately
protected by the Federal government because of its strategic, economic, or other national security
value or because of restrictions on transportation to other countries or regional defense organizations that apply to
its transfer or export.

Definition of Nuclear Security Information. The term "nuclear security information" means information that has
been determined, pursuant to Executive Order 12958, to fall within a category subject to export
controls because of its potential disclosure to foreign nationals, that is subject to control for
Disclosure, and is otherwise not classified.

Definition of Restricted Data. The term "Restricted Data" means information that is
subject to controls pursuant to Executive Order 12958, as amended, that requires safeguarding
against foreign ownership, control, or influence in the event of unauthorized disclosure or
execution, and is not otherwise classified.

(j) Employment announcements. When placing announcements seeking applicants for positions
requiring access authorizations, the Contractor shall distribute the written vacancy announcement, a
to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 20 CFR 70.7, will be conducted by the employer and a
negative test as being classified under any national security or foreign influence determination and facility clearance prior to award of a subcontract. Information to be
provided by a Subcontractor pursuant to this clause may be submitted directly to the
the Government.

(k) Counterintelligence. A Subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the
contract shall mean subcontract.

32. LABORATORY SITE ACCESS AND/OR PARTICIPATION IN ACTIVITIES BY NON-U.S.
NATIONALS (DEC 2004)

Site Access

a. Access to Laboratory Site. A Contractor, including any Cyber Access Utilization Laboratory account, by all non-U.S. citizens must be
reviewed and approved by the DOE Director of the Laboratory's Director or designee. All new requests must be submitted on Form ANL-633. No Associated site work, or in 30 days or less, is
authorized until all requirements have been met. A certified host must be assigned for each visit. Employment, such as under the ADA, Title VII and the Age Discrimination in

b. Background Investigation. Form ANL-593 should be submitted as far in advance as possible, for a minimum of 30 days or for a non-sensitive position at least 14 days after completion of all required preclearance documents, but can take considerably longer
once received, an index card is valid for two years.

Laboratory Site Access and/or Participation in Activities by Non-U.S.
Nations may be denied access and/or participation in activities with Argonne National Laboratory.

The time frames indicated above shall not constitute the basis for any equitable adjustment or claim
for the performance of the contract.

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

33. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the
performance of this contract may be subject to U.S. Government laws and regulations regarding export controls. It includes the possibility that technical data to a foreign
country, whether it takes place in the United States or abroad. Technical data (information)
providing to a foreign person orally, in writing, by facsimile, through visits or workshops, or through computer networking is an export. If a foreign national observes equipment
examination. If a foreign national observes equipment

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

The United States is committed to encourage technology exchanges that are consistent with U.S.
exports, and the contractor uses its best efforts to ensure that any foreign nationals or their
employees undertake to further its research and technology development mission is exempted from U.S.
export controls if the foreign national has been determined to be not subject to export controls by all of the export control laws and regulations to ensure its compliance with export controls.

An export can occur through a variety of means, including oral communications, written documents, personal visits, technical transfer of U.S. technology to foreign nations. Foreign energy transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting them is considered to be an export. You and the Laboratory can be held liable for improperly transferring controlled technologies.

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

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

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

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license
prior to your trip, presentations and discussions must be limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to (c) Contractor requirements. The Contractor shall—

35. ENVIRONMENTAL PROTECTION (OCT 1999)
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.

36. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC2013)
(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

37. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEPT 2013)
(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712, by section 102 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.907.
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

38. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at DOE orders when work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in all subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

39. COMBATING TRAFFICKING IN PERSONS (FEB 2009)
(f) Definitions.
(i) The United States Government’s zero tolerance policy described in paragraph (c) of this clause;
(ii) The contractor’s policies and procedures for detecting and preventing severe forms of trafficking in persons;
(iii) The contractor’s policies and procedures for detecting and preventing forced labor; and
(iv) The contractor’s policies and procedures for detecting and preventing severe forms of trafficking in persons and forced labor.

40. RESEARCH MISCONDUCT (JUL 2005)
(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract and the contractor shall—

(e) Remedies. In addition to other remedies available to the Government, the contractor’s failure to comply with the requirements of paragraphs (g), (d), or (f) of this clause may result in—

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts under this contract.
there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

“Plagiarism” means the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.

“Research” means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals.

“Research Misconduct” means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research results, but does not include an honest error 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 records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

(b) By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, mediation, investigation and reporting of research misconduct.

(h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

41. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized by the contractor during the course of work under this contract, contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

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

(a) Definitions. As used in this clause—

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

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

(c) The Contractor is encouraged to—

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

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

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

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

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

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

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

43. INTEGRATION CLAUSE (OCT 1999)

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.

44. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

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

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.)

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

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.

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

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

45. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademariks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of repair documentation or certification may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
ATTACHMENT I 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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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