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 not to be deemed in accordance with 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 performance 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 or its assigns’ rights to be paid amounts due as a result of performance of this contract may be assigned to a bank, trust, company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

3. PAYMENTS (FEB 2004)

(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies and 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:

(i) The amount due on the deliveries warrants it; or

(ii) The contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(b) Property.

(1) Property shall mean all tangible personal property identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, “IDENTIFICATION” that has been purchased by the contractor in the performance of the contract for which the cost of the contractor is entitled to be reimbursed as a direct invoice of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.

(2) All invoices submitted under contracts for which an Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661.

The LABORATORY WILL NOT ISSUE PAYMENTS FOR A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.)

(c) Submittal of Transportation Documents

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

(A) By the contractor and added to the invoice for contractor supplied goods and/or services;

(B) By a first-tier subcontractor and added to the invoice for contractor supplied goods and/or services;

(C) By the contractor and accepted for audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained on-site by the Contractor; and

(3) Contractors shall submit the above referenced transportation documents with Contractor’s invoice to - Argonne National Laboratory, 900 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439.

4. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings related to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

5. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee, or a person or agency, for a bona fide employee, to perform the services of the Contractor, whether or not assigned to the contract, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or holds out as being able to obtain any Government contract through improper influence.

(b) The Contractor shall verify all new hires of the Contractor, who are working in the United States, by verifying their employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(c) The Contractor shall use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section).

6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definition. As used in this clause—

(i) “Bona fide employee,” as used in this clause, means a person, employed 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.

(ii) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor 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.

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

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

(b) Enrollment and verification requirements

(i) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(ii) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days after contract award;

(iii) Verify all new hires of the Contractor, who are working in the United States, by verifying their employment eligibility of all new hires of the Contractor, who are working in the United States, within 30 calendar days after the date of hire (but see paragraph (b)(3) of this section); and

(iv) Verify employees assigned to the contract, within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

7. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, to stop or delay, or to prior to completion of any servicing required by this contract, of items containing either
8. 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.

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

(b) The Secretary of Transportation, in the interest of national security, may, by notice promulgated in the Federal Register, exempt any U.S.-flag air carrier from the preference requirements of this clause if the Secretary determines that such action is necessary to meet a national emergency or otherwise to serve the national interest.

(c) The preference for U.S.-flag air carriers shall be accorded in the following situations:

(1) No foreign air carrier is available; or

(2) The U.S.-flag air carrier is on a direct route to the point of destination.

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

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

(a) The contractor shall notify the Laboratory, in writing, of any labor dispute or slowdown, in form and number as may be required by the Laboratory, which will interfere with the performance of this contract.

(b) The contractor shall have the right to use any other labor for the performance of the work required by the contract, except that the subcontractor shall provide that in the event the timely performance is delayed or threatened by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

11. REPORTS (OCT 1999)

The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the Laboratory. All reports delivered to the Laboratory under this contract shall contain the following information:

(1) Any changes in the condition of the items which contain radioactive materials, a description of the materials, the number and activity of the isotope, the manufacturer's trade name of the materials, and any other information known to the contractor which will identify the persons preparing the report and the persons approving the report.

(2)Cite the contract number on which the prior notification was submitted and the destination for transportation.

(3) Mark the commodity with a label or identification number which will identify the items which contain radioactive materials.

12. CHANGES - FIXED-PRICE (OCT 1999)

(a) The contractor shall have the right to make any change in the contract price resulting from any change in the cost to the contractor of the performance of the work, and in the cost of any replanning or readjustment of the work performed or not performed, as will fairly and equitably compensate the contractor for any such change in the contract price, and the contractor shall immediately notify the Laboratory of the amount of the change in the contract price and the effective date.

(b) If the contractor, in good faith, believes that the amount of the change in the contract price is not equitable, he shall give written notice to the Laboratory of the amount and nature of the change within 30 days after the date of receipt of the written report. If the Laboratory fails to agree to the amount of the change, the contractor may submit a claim to the Disputes Board of the United States. If the Disputes Board authorizes the change, the amount of the change shall be included in the contract price. If the Disputes Board allows the change and determines that the change is an equitable increase or decrease, the contract price shall be adjusted by the amount of the change.

13. EXTRAS (OCT 1999)

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

14. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of the contractor, responsibility for the performance of a part of or the whole of the contract so as to make partial or complete performance of the contract.

(b) In the event that the Contractor’s work is rejected by the Laboratory or any person for which the Laboratory is responsible because the work is not acceptable under the terms of this clause, the Contractor shall remove the work from the site of work, make any repairs necessary, and replace the work at the Contractor’s expense until the work is reapproved.

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

15. 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.

16. RESPONSIBILITY FOR SUPPLIES (OCT 1989)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance by the Laboratory. The Laboratory shall reject supplies or services for defects in workmanship or materials at any point in which the Laboratory takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, the contract is subject to the laws of Illinois.
(c) The Laboratory has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Laboratory may perform such inspections and tests in a manner that will not unduly delay the work.

(d) If the Laboratory performs inspections or tests on the premises of the Contractor or a subcontractor or at a place other than the place where the services are to be furnished, the Contractor shall make available at the expense of the Contractor, all reasonable facilities and assistance for the performance of these duties.

(e) If 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 price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(f) If the services do not conform with contract requirements, the Laboratory may require the Contractor to take the necessary action to ensure that future performance conforms to contract requirements and (1) reduce the contract price to reflect the reduced value of the services performed; or (2) the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Laboratory may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Laboratory that is directly related to the performance of such service or (2) terminate the contract for default.

19. LABORATORY-FURNISHED PROPERTY (OCT 1999)

(a) The Laboratory shall deliver to the contractor, at the time and locations stated in this contract, the Laboratory-furnished property described in this contract. If that property, suitable for all intended use, is not delivered to the contractor, the Laboratory shall equitably adjust provisions of this contract in accordance with the Changes clause when:

(i) The contractor submits a timely written request for an equitable adjustment; and

(ii) The facts warrant an equitable adjustment.

(b) Title to Laboratory-furnished property shall remain in the Government. The contractor shall use the Laboratory-furnished property only in connection with this contract. The contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Laboratory inspection at all reasonable times.

(c) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (found at 40 U.S.C. chapter 37).

(d) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $30 per affected employee for each calendar day on which the employer required the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(e) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments to other federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(f) Payrolls and basic records.

(i) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.1(a)(3) implementing the Construction Wage Rate Requirements statute.

(ii) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(g) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERRIDE COMPENSATION (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall be 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 the contract, the Contractor is required to take the necessary action to ensure that future performance conforms to contract requirements and (1) reduce the contract price to reflect the reduced value of the services performed; or (2) the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Contractor that is directly related to the performance of such service or (2) terminate the contract for default.

(b) After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was not imposed or excluded on the contract date, and the Contractor is required to take the necessary action to ensure that future performance conforms to contract requirements and (1) reduce the contract price to reflect the reduced value of the services performed; or (2) the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Contractor that is directly related to the performance of such service or (2) terminate the contract for default.

(c) Offers may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Representations and Certifications for the solicitation entitled “Buy American Certificates.”

21. BUY AMERICAN ACT—SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

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

(t) Means any item of supply (including construction material) that is—

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(iii) “Component” means an article, material, or supply incorporated directly into an end product.

(iv) “Cost of components mined, produced, or manufactured in the United States” means—

(v) “After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was not imposed or excluded on the contract date, and the Contractor is required to take the necessary action to ensure that future performance conforms to contract requirements and (1) reduce the contract price to reflect the reduced value of the services performed; or (2) the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Contractor that is directly related to the performance of such service or (2) terminate the contract for default.

(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 end products to be supplied under this contract.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds $5,000,000 and has a performance
period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contractor.

(ii) 52.203-1, Environmental Provisions (May 2012) (15 U.S.C. 6702(d) and (3)), if the subcontractor offers further subcontracting opportunities. If the subcontract (except subcontract to small business concerns) exceeds $850,000 ($3.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-25, Equal Opportunity (Mar 2007) (E.O. 11246).


(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13149), if flow down is required in accordance with paragraph (d) of FAR clause 52.222-40.

(ix) 52.224-7, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).


(xii) 52.223-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.223-40.

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a 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 all subcontracts awarded under this contract.

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

The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory’s interest. If this contract is terminated, the rights, duties, and obligations of the parties, including acceleration to the contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

25. DEFAULT (OCT 1999)

(a) The Laboratory may, subject to paragraphs (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; or

(ii) Make progress, unless excused to the contrary by this contract, and take such actions as are necessary to ensure that work, in whole or in part, is performed in accordance with the performance schedule.

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

(iv) Make progress, unless excused to the contrary by this contract, and take such actions as are necessary to ensure that work, in whole or in part, is performed in accordance with the performance schedule.

(b) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) failure of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, 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.

(d) If the default is the result of the fault of both the contractor and the subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtained from other sources in sufficient time for the contractor to meet the required delivery schedule.

(f) If this contract is terminated for convenience of the laboratory, the contractor shall, to the extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor:

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

(ii) Prorate the payments under this clause does not provide any new rights under the Prompt Payment Act.

27. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2006)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, receive, or license, or cause another entity to acquire, receive, or license, any subcontract or services if any acquisition, Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such an acquisition by the Government subject to the jurisdiction of the United States, its territories or possessions, and its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC’s list of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/ofac. For more information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR chapter V and on OFAC’s website at http://www.treas.gov/ofac.

(b) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

28. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology website at http://csrc.nist.gov.

29. SECURITY (OCT 2013) (DEVIATION)

Responsibility, it is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall be responsible for protecting all classified and special nuclear material (including documents, material and special nuclear material) which are in the Contractor’s possession in connection with work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of contracts to DOE and special nuclear material or special nuclear material in the possession of the Contractor or any person under the Contractor’s control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the United States, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed utilization of this matter. If it is approved by the Deputy Laboratory Director for Security, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(a) Regulations. The Contractor agrees to comply with all security regulations and contract clause 52.204-12, Security. The Contractor agrees to comply with all security regulations and contract clause 52.204-12, Security.

(b) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is: (i) Identified as Atomic Energy Act of 1954; or (ii) Determined by the restricted data under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is: (i) Identified as Atomic Energy Act of 1954; or (ii) Determined by the

(c) Definition of Formerly Restricted Data. The term “Formerly Restricted Data” means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utility of atomic weapons; and (2) can be adequately protected from unauthorized disclosure by other means. The definition of Formerly Restricted Data includes: (a) information subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(d) Definition of Special Nuclear Material. The term “special nuclear material” means: (1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material that is special nuclear material to which access is required by law or regulation; (2) any material artificially enriched by any of the foregoing, but does not include source material.

(e) Access authorizations of personnel. (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE’s regulations and contract requirements applicable to the particular level of classified information or classified information of special nuclear material to which access is required.

(i) A review must verify an unclassified applicant’s or unclassified employee’s educational background, includes any educational background, including those: (a) governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in
For assignments involving a foreign national from a "Sensitive Country", and/or visit or sensitive visit.) each visit or assignment. Form ANL 593 should be submitted as far in advance as possible for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in a position prior to the individual’s receipt of a DOE access authorization, unless an approval has been obtained from DOE, the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

The Contractor shall maintain a record of information concerning each uncleared employee. The record shall contain the following information for each individual:

(a) Date the individual was employed by the contractor;
(b) Date the individual was reviewed and approved by the Laboratory Director or his designee;
(c) A statement that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information collected during the review;
(d) A certification that all information collected during the review was verified and evaluated in accordance with the Contractor’s personnel policies; and
(e) The result of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or any classified information relating to the person entitled to receive the knowledge to fail to require access to any classified information, special nuclear material, or other government property that may come to the Contractor or any person under the Contractor’s control regarding the employment or use of such property, may result in DOE’s retention of such information or property, and may be considered a violation of DOE’s regulations to ensure its compliance with export controls.

An export can occur through the sale, lease, or transfer of technology, including oral communications, written communication, software, technology or information or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control 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.

For visits or assignments involving a foreign national from a "Terrorist Supporting Country", which currently include Cuba, Iran, Libya, North Korea, Sudan, Syrian, specific approval of the visiting individual must be obtained by the Secretary of Energy or his designee. This approval, if granted, may take up to one year after the initial approval have been processed. The Contractor and DOE shall be authorized to set the conditions for on-site or off-site facilities and facilities.

For assistance in preparing a request, contact the Argonne Technical investigator associated with your personnel office.

Activity Participation
Due to Department of Energy directives and Department of Commerce regulations, persons who are foreign, foreign countries may be denied access and/or participation in activities with Argonne National Laboratory. The requirement is to be flowed down to all subcontractors at any tier.

31. 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. This includes development and/or transfer of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or 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 the required licenses, keep all records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate government law or regulation, the contractor will not disclose, communicate, transfer, export, 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.

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

The United States is committed to promoting 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, the Contractor must require such Subcontractors to have an existing DOD or DOE facility clearance, and obtain a foreign ownership, control and influence over the Contractor which would affect any answer to the questions covered by the Counterintelligence Evaluation Program regulations at 10 C FR 709. The announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a polygraph instrument.

(j) Foreign Ownership, Control, or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in subsection (j) of 10 CFR 709. Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in the extent and nature of foreign ownership, control or influence required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, and the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

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

(k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR Part 709. Facility clearance or a completed SF 328, Certificate Pertaining to Foreign Interests, as required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence over the Contractor which would affect any answer to the questions described in section 3.908 of the Federal Acquisition Regulation.

Laboratory Site Access and/or Participation in Activities by Non-U.S. Nationals (Dec 2004)

Site Access
Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593 via the Subcontractors Site Access (on site for at least 30 days or for 30 days with at least 30 days in the last twelve months). A certified host must be assigned for each subcontractor, or designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing. If any illegal drug is detected, the DOE access will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in a position prior to the individual’s receipt of a DOE access authorization, unless an approval has been obtained from DOE, the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

The Contractor shall maintain a record of information concerning each uncleared employee. The record shall contain the following information for each individual:

(a) The date(s) each Review was conducted;
(b) A description of the review and the contractor’s determination of the individual;
(c) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information collected during the review;
(d) A certification that all information collected during the review was verified and evaluated in accordance with the Contractor’s personnel policies; and
(e) The result of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or any classified information relating to the person entitled to receive the knowledge to fail to require access to any classified information, special nuclear material, or other government property that may come to the Contractor or any person under the Contractor’s control regarding the employment or use of such property, may result in DOE’s retention of such information or property, and may be considered a violation of DOE’s regulations to ensure its compliance with export controls.

An export can occur through the sale, lease, or transfer of technology, including oral communications, written communication, software, technology or information 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.

33. 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.

34. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make payments to subcontractors (defined in DEAR 952.204-73, Facility Clearance) who are any foreign national, 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 or 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 the required licenses, keep all records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate government law or regulation, the contractor will not disclose, communicate, transfer, export, 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.

35. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR2014)

(a) This contract and employees working on this contract will be subject to the whistleblower protections and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 7122 by section 826 of the National Defense Authorization Act for 2013, Pub. L. 113-66 (P.L. 113-66). The Contractor shall insert or have inserted the substance of this clause, including this paragraph, in all subcontracts with subcontractors under this contract, except for DOE directly related to activities at DOE-owned or leased sites.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employees of employment rights and protections under 41 U.S.C. 7122, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts with subcontractors, except for DOE directly related to activities at DOE-owned or leased sites.

36. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of this clause “DOE Contractor Employee Protection Program at 10 CFR Part 707” for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph, in all subcontracts with subcontractors, except for DOE directly related to activities at DOE-owned or leased sites.

37. COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—(i) “Person” means—

(1) Threats of serious harm or to physical restraint against any person;

(2) Use of force or fraud or coercion to compel a person to believe that failure to perform an act would result in serious harm or to physical restraint against any person; or
38. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract, including the prevention, detection, and remediation of research misconduct as defined by this clause, and the protection of individuals from the consequences of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the Laboratory, the contractor shall implement an internal process, which includes procedures for reporting, investigating, and adjudicating allegations of research misconduct in accordance with the requirements of this clause.

(c) The contractor shall take appropriate action to remove an individual or entity from the conduct of inquiries, investigations, and adjudication of research misconduct.

39. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

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

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

(a) Definitions. As used in this clause—

(b) A contractor policy to ban text messaging while driving—

(c) The Contractor is encouraged to—

(d) Conduct initiatives in a manner commensurate with the size of the business, such as—
(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

41. 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.

42. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)
3. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
4. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.
5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [Use Form DOE F 1300.2 (05/2010)].
6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

43. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; 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 no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
### HEADMARK LIST

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

- Grade 5
- Grade 8

#### GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<td>H</td>
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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](http://www.saftek.com/worksafe/bull82.txt)