APPENDIX A
ARGONNE TERMS AND CONDITIONS

(For Non-Commercial Awards Under $10,000)

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ARGONNE NATIONAL LABORATORY

ANL-460 (January 24, 2013)
(b) "Bona fide agency," as used in this clause, means an established commercial or selling
Laboratory contracts against which final payment has not been made. This obligation remains in
notification shall include the date on which the bankruptcy petition was filed, the identity of the court
the Laboratory Procurement Official responsible for administering the contract. This notification shall
involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to
(3) Includes work performed in the United States.
credentialed pursuant to Homeland Security Presidential Directive (HSPD) - 12, Policy
access to confidential, secret, or top secret information in accordance with the National
Verify program;
(ii) Employees assigned to the contract, the Contractor shall initiate verification within 90 calendar days after
date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(1) The Contractor will be referred to a suspension or debarment official.
Contractor may terminate the Contractor's MOU and deny access to
verification 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);
(i) Enrollment in the E-Verify program;
(ii) Notification to E-Verify Operations of the Contractor’s decision to exercise this option, providing the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
(i) Offered to the Government, without modification, in the same form in which it is
sold in the commercial marketplace; and
(ii) Offered to Government contractors, for the purpose of securing business, that neither exerts
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.
"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject
to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts
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.
Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or
"Improper influence,” as used in this clause, means any influence that induces or tends to
(2) Does not perform any substantial duties applicable to the contract.
Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46
U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR
52.707(a)(2), "bulk cargo" is defined as that transported in bulk onboard ship
without mark or count, in a loose unpackaged form, having homogeneous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to inspection and count to be bulk cargo.
Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—
(1) Normally performs work that is of an overhead function; and
(2) Does not perform any substantial duties applicable to the contract.
Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
"United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
"Improper influence,” as used in this clause, means any influence that induces or tends to
(2) Does not perform any substantial duties applicable to the contract.
Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
"United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
(3) Includes work performed in the United States.
employees assigned to the contract, 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
(3) If the Contractor is enrolled in E-Verify (at time of contract award), the Contractor shall initiate verification within 90 calendar days after
enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification 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);
(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract
award, the Contractor must use E-Verify to initiate verification of employment eligibility of all new employees within 30 calendar days after the date of hire of any employee assigned to the contract.
(iii) Offered to the Government, without modification, in the same form in which it is
sold in the commercial marketplace; and
(ii) Offered to Government contractors, for the purpose of securing business, that neither exerts
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.
"Bona fide agency," as used in this clause, means an established commercial or selling
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involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to
(3) Includes work performed in the United States.
emails assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section);
(i) Enrollment in the E-Verify program;
(ii) Notification to E-Verify Operations of the Contractor’s decision to exercise this option, providing the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
(i) Offered to the Government, without modification, in the same form in which it is
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(ii) Offered to Government contractors, for the purpose of securing business, that neither exerts
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Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or
"Improper influence," as used in this clause, means any influence that induces or tends to
(2) Does not perform any substantial duties applicable to the contract.
Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
"United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
"Improper influence,” as used in this clause, means any influence that induces or tends to
(2) Does not perform any substantial duties applicable to the contract.
Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
"United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
(3) Includes work performed in the United States.
9. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, “days prior to the delivery of, or prior to completion of any servicing required by this contract, of items containing radioactive materials in which the specific activity of the radioactive material from deliveries under this contract or prior contracts, for products that are—

(1) Domestic or foreign vessels or carriers; or
(2) Domestic or foreign vessels or carriers; or

(b) The Contractor shall ensure that energy-consuming products are energy efficient products that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(c) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(d) If the Contractor is required to correct or reperform, the Laboratory Procurement Official may, by contract or otherwise, correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(e) The Laboratory Procurement Representative shall insert the number of days required in accordance with the requirements of paragraph (b) above, or as otherwise specified in the contract, into the appropriate column of the Laboratory's report of, items containing radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer 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.

(f) In the event of nonconforming supplies due to the absence of satisfactory proof of the necessity for foreign-flag air carriers, the Contractor shall provide written notice to the sureties, if any, make changes within the general scope of this contract in the Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor, e.g., prior to the delivery of the foreign vessels or carriers; or

(g) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(h) If the Contractor is required to correct or reperform, the Laboratory Procurement Official may, by contract or otherwise, correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(i) The Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor, e.g., prior to the delivery of the foreign vessels or carriers; or

(j) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(k) If the Contractor is required to correct or reperform, the Laboratory Procurement Official may, by contract or otherwise, correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(l) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(m) The Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor, e.g., prior to the delivery of the foreign vessels or carriers; or

(n) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(o) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(p) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(q) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

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(s) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(t) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(u) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(v) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(w) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(x) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(y) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(z) The Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.
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 furnished under this contract. The Laboratory may specify the time and place of the inspection or test and may require the contractor to furnish at no increase in price, all reasonable facilities and assistance for the conduct of such inspections or tests. Any increase in cost shall be charged to the contractor for failure to furnish the required facilities and assistance.

19. INSPECTION OF SERVICES (AUG 1996)

(a) Definitions. As used in this clause—

(1) “Laboratory” means the Federal entity at which the services are to be performed.

(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 long periods (as the Contracting Officer may require).

(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 shall perform inspections and test 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, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the conduct of such inspections or tests.

(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 the defects in services cannot be corrected by reperformance, the Laboratory may--

(1) cause the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price to reflect the reduced value of the services performed.

(f) Failure (or refusal) to promptly perform as required 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.

20. LABORATORY-FURNISHED PROPERTY (OCT 1999)

(a) The Laboratory shall deliver to the contractor, at the time and location stated in this contract, the Laboratory-furnished property described in this contract. If that property, suitable for its intended use, is not delivered to the contractor, the Laboratory shall equitably adjust provisions of this contract in accordance with the clause "Payment for Unfurnished Property" which is part of this contract.

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

(c) The facts warrant an equitable adjustment.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at the rate of 1 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The 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 or the Laboratory. The Liquidated Damages Provisions will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employee reduced or foreclosed the overtime wage. The liquidated damage price shall be the amount of any Federal tax, excise tax, duty or other tax that is required to be paid 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. It does not include social security tax or other employment taxes.

(c) All applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that are being imposed on the transactions or property covered by this contract.

(d) “Contractor” means 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.”

22. BUY AMERICAN ACT – SUPPLIES (FEB 2009)

(a) Definitions. As used in this clause—

(i) “Domestic end product means any end product that was manufactured in the United States or was produced by the United States Government or its designee. The Laboratory may assign this contract to a successor operator of the Laboratory.

(ii) “Local taxes” includes taxes imposed by a possession of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

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

(a) As used in this clause—

(i) “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. The contractor shall be required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(ii) “United States” means the 50 States, the District of Columbia, and outlying areas.

24. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

(i) “Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

(ii) “Subcontract” includes a transfer of commercial items between items, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondisplacement items as close as practicable to items to be supplied under this contract.

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

(i) 52.203-13, Voluntary boycott against the United States as a whole and for war-related activities.

(ii) 52.203-15, White-Collar Crime Protections.

(iii) 52.203-5, Voluntary boycott against the United States as a whole and for war-related activities.

(iv) 52.203-9, Protections under the American Recovery and Reinvestment Act of 2009 (Jan 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under this contract.

(v) 52.219-1, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(a)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract is for the purchase of major systems, the Contractor shall incorporate the Small Business Utilization clause.

(vi) 52.219-2, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(a)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract is for the purchase of major systems, the Contractor shall incorporate the Small Business Utilization clause.

(vii) 52.219-3, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(a)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract is for the purchase of major systems, the Contractor shall incorporate the Small Business Utilization clause.

(viii) 52.219-5, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(a)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract is for the purchase of major systems, the Contractor shall incorporate the Small Business Utilization clause.

(ix) 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. 636), if the subcontract is for the purchase of major systems, the Contractor shall incorporate the Preference for Privately Owned U.S.-Flag Commercial Vessels clause.

The Contractor shall insert the following clause in subcontracts that offer subcontracting opportunities:

(v) 52.247-66, Competitive Solicitation for Subcontracting Opportunities (March 2010) (15 U.S.C. 637(a)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract is for the purchase of major systems, the Contractor shall incorporate the Competitive Solicitation for Subcontracting Opportunities clause.

While not required, the Contractor may flow down to subcontractors 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 subcontracts awarded under this contract.

25. UTILIZATION OF SMALL BUSINESS CONCERNS [JAN 2011]

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, service-disabled veteran-owned small business concerns, and women-owned small business concerns have the maximum practicable opportunity to participate in performing contracts, subcontracts, and subcontracts by small business concerns. The Contractor shall utilize small business concerns to the fullest extent consistent with efficient contract performance. The Contractor further agrees to make accelerated payments to small business subcontractors to the maximum extent consistent with efficient contract performance.

(b) The Contractor shall notify the Small Business Administration, or any other agency specified in the solicitation, that—

(i) The Contractor represents in writing that it qualifies as a small disadvantaged business (SDB) for all contracts or any part of its offer that—

(ii) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern—

(iii) The Government, when exercising the options for additional work, shall be notified in accordance with paragraph (d) of FAR clause 52.247-64.

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

26. TERMINATION FOR CONVENIENCE OF THE LABORATORY (COT 1999)

(a) 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 compensation to the contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(b) If the contractor fails to perform work under this contract, or if the inspector determines that the contractor is not in compliance with the terms and conditions of the contract, the contractor may be assessed liquidated damages of up to 5% of the undisputed amount of the claim.
d. Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of nuclear weapons or other nuclear explosive devices. The term includes any data that is removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

e. 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 predecessors in interest and the Department of Defense that such information no longer relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions as contained in this clause as to the forwarding, disseminating, or disclosure to other countries or to any person not entitled to receive it, or test for illegal drugs, as defined in 10 CFR Part 707. All employees who possess access authorizations are subject to applicant, random or for-cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

2. The Contractor must conduct a thorough review, as defined at 48 CFR 940.401, of an uncleared applicant or uncleared employee to determine if they meet the individual for which they are required a DOE access authorization.

i. A review must verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct a local law enforcement check that such checks are not prohibited by state or local law and regulation and when the uncleared applicant or uncleared employee is a minor, its parent or guardian is the Contractor's employee; the Contractor is located; and conduct a credit check and other checks as appropriate.

ii. Contractor reviews are not required for an applicant for DOE access authorization, access authorization from DOE, or a foreign government or another Federal agency, or whose access authorization may be reapproved with no additional testing for DOE purposes pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3(c) and (d).

iii. In collecting and using this information to make a determination as to whether it is proper to an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, 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 of 1996; (b) with respect to pre- and post-offer employment disability-related questioning; (c) governing the processing and privacy of an individual's information during the review; and (d) that will require Subcontractor employees to possess access authorizations. Additionally, the foreign counterintelligence evaluation may include a counterintelligence- scope polygraph examination.

iv. In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of illegal drugs, as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed testing designated positions under Section 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for-cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

v. 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 such a position prior to the individual’s receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is not able to receive a DOE access authorization within 30 days following the approval, the Contractor may not place the individual in such a position.

vi. The Contractor must furnish to the head of the cognizant DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization: A. The date(s) each Review was conducted; B. Each entity that provided information concerning the individual; C. Each position in which 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 during the review; D. A certification that all information collected during the review was evaluated and reviewed in accordance with the Contractor's personnel policies; and E. The results of the test for illegal drugs. DOE on a non-disclosure basis information relating to the work or services ordered hereunder to any person not entitled to receive it. For a position requiring an access authorization that will require Subcontractor employees to possess access authorizations, the Contractor shall not place an individual in such a position prior to the Contractor's receipt of the DOE access authorization.

j. Criminal Liability. The Contractor shall immediately inform the cognizant security office of any change in the status of the individual and shall notify the Contractor's access authorization office of such change. The individual will have the opportunity to meet with a representative of the DOE’s Office of Counterintelligence in connection with any questions or issues that he may have relating to his clearance status.

k. Employment Announcements. When placing announcements seeking applicants for positions governed by this clause, the Contractor shall ensure that the announcement indicates that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence examination is required. This notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE indices check can be completed prior to approval. In such cases, a specific security plan is required to be submitted to the Foreign Visits and Assignments Office with the DOE's regulations and contract requirements applicable to the DOE's regulations and contract requirements applicable to the DOE.

l. Counterintelligence Evaluation. The Contractor shall not place an individual in positions which require an access authorization, unless their tests confirm the absence from their system of any illegal drug.

m. Export Control. 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. The Contractor is required to comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agents and employees will not export to third countries directly or indirectly any technology, software, or materials provided by the Laboratory. Contractor shall be solely liable for any violations 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. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its government partners undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory must abide by all the export control laws and regulations to ensure its compliance with export controls. All travel outside the United States may be subject to travel restrictions, including oral communications, written documentation, or transfer of U.S. computer software for foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while they are visiting their countries of citizenship must be reviewed and approved by the DOE before export license is required. For assistance in preparing a request, contact the Argonne Technical Investigator associated with your activity.

Activity Participation

Due to Department of Energy directives and Department of Commerce regulations, persons who are born in (and who are not naturalized U.S. Citizens) or are citizens of any “Terrorist Supporting Country” 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.

34. 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. The Contractor is required to comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agents and employees will not export to third countries directly or indirectly any technology, software, or materials provided by the Laboratory. Contractor shall be solely liable for any violations 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.
34. 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.

35. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The Contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10CFR Part 708 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 (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

36. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions.

As used in this clause—

"Coercion" means—

(1) by threats of serious harm to, or physical restraint against, that person or another person,

(2) by means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) by means of the abuse or threatened abuse of law or the legal process.

"Commercial servitude" includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe form of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained the age of 18 years;

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to or threatened subjection to forced labor, servitude, peonage, debt bondage, or slavery;

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Examples of awareness programs can be found at the website for the Department of State's "Smith-Vis Funding Program" and at the website for the Department of Labor. The contractor shall describe in its subcontract the training and awareness programs required by this clause.

(c) Paragraph (f), in all subcontracts.

(d) Paragraph (h), in all subcontracts.

(e) Paragraph (i), in all subcontracts.

(f) Paragraph (j), in all subcontracts.

(g) Paragraph (k), in all subcontracts.

(h) The contractor must insert or have inserted the substance of this clause, including paragraph (h), in all subcontracts.

(i) By threats of serious harm to, or physical restraint against, that person or another person,

(j) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(k) By means of the abuse or threatened abuse of law or the legal process.

(l) An employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

(m) The person is induced to perform such act at the time of the violation as a mischaracterization of the person's personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

(n) "Employee" means an employee of the Contractor.

(o) "Contractor" means an employee of the Contractor.

37. RESEARCH MISCONDUCT (JUL 2002)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract in accordance with the provisions of this clause.

(b) Unless otherwise instructed by the Laboratory Procurement Officer (LPO), the contractor must conduct an initial inquiry into any allegations of research misconduct.

(c) If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the LPO of its intent to conduct an investigation in accordance with the terms of this clause.

38. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 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.
39. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
(AUG 2011)

(a) Definitions. As used in this clause—

“Driving” means:

(1) 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.

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

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

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

(c) The Contractor is encouraged to—

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

(i) 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 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.

40. 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.

41. 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.

42. 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, 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 identity, segregate, and report such information or activities to cognizant Department of Energy officials.
## SUSPECT/COUNTERFEIT PART

### 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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<th>MANUFACTURER</th>
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<td>Jinn Her (TW)</td>
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### GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
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<tr>
<td>M</td>
<td>Minamida Sleybo (JP)</td>
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<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
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<td>Daiel (JP)</td>
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- **Hollow Triangle**: Infasco (CA TW JP YU) (Greater than 1/2 inch dia)
- **E**: Unylite (JP)

### GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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<tbody>
<tr>
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<td>Kosaka Kogyo (JP)</td>
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### GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

- **Type 1**
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<tbody>
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<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
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- **Type 2**
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<td>A325 KS</td>
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- **Type 3**
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<tr>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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

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

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