# APPENDIX A

## ARGONNE TERMS AND CONDITIONS

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

<table>
<thead>
<tr>
<th>Appendix Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ACCEPTANCE (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>2. ASSIGNMENT (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>3. PAYMENTS (FEB 2004)</td>
<td>2</td>
</tr>
<tr>
<td>4. BANKRUPTCY (JUL 1995)</td>
<td>2</td>
</tr>
<tr>
<td>5. COVENANT AGAINST CONTINGENT FEES (MAY 2014)</td>
<td>2</td>
</tr>
<tr>
<td>6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)</td>
<td>2</td>
</tr>
<tr>
<td>7. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)</td>
<td>2</td>
</tr>
<tr>
<td>8. PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)</td>
<td>2</td>
</tr>
<tr>
<td>9. APPLICABLE LAW (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>10. NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>11. REPORTS (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>12. CHANGES - FIXED-PRICE (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>13. EXTRAS (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>14. WARRANTY OF SERVICES (MAY 2001)</td>
<td>2</td>
</tr>
<tr>
<td>15. WARRANTY OF SUPPLIES (OCT 2015)</td>
<td>2</td>
</tr>
<tr>
<td>16. RESPONSIBILITY FOR SUPPLIES (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>17. INSPECTION OF SUPPLIES (OCT 1999)</td>
<td>2</td>
</tr>
<tr>
<td>18. INSPECTION OF SERVICES (AUG 1996)</td>
<td>2</td>
</tr>
<tr>
<td>19. PROPERTY (JAN 2013)</td>
<td>3</td>
</tr>
<tr>
<td>20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2014)</td>
<td>3</td>
</tr>
<tr>
<td>21. BUY AMERICAN ACT – SUPPLIES (MAY 2014)</td>
<td>3</td>
</tr>
<tr>
<td>22. FEDERAL, STATE, AND LOCAL TAXES (APR 2003)</td>
<td>4</td>
</tr>
<tr>
<td>23. SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)</td>
<td>4</td>
</tr>
<tr>
<td>24. TERMINATION FOR CONVENIENCE OF THE LABORATORY (OCT 1999)</td>
<td>4</td>
</tr>
<tr>
<td>25. DEFAULT (OCT 1999)</td>
<td>4</td>
</tr>
<tr>
<td>26. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)</td>
<td>4</td>
</tr>
<tr>
<td>27. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)</td>
<td>4</td>
</tr>
<tr>
<td>28. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)</td>
<td>5</td>
</tr>
<tr>
<td>29. SECURITY (OCT 2013) (DEVIATION)</td>
<td>5</td>
</tr>
<tr>
<td>30. LABORATORY SITE ACCESS AND OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)</td>
<td>5</td>
</tr>
<tr>
<td>31. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)</td>
<td>5</td>
</tr>
<tr>
<td>32. EXPORT LICENSE AGREEMENT (AUG 2002)</td>
<td>6</td>
</tr>
<tr>
<td>33. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)</td>
<td>6</td>
</tr>
<tr>
<td>34. ENVIRONMENTAL PROTECTION (OCT 1999)</td>
<td>6</td>
</tr>
<tr>
<td>35. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC2013)</td>
<td>6</td>
</tr>
<tr>
<td>36. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR2014)</td>
<td>6</td>
</tr>
<tr>
<td>37. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)</td>
<td>6</td>
</tr>
<tr>
<td>38. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)</td>
<td>6</td>
</tr>
<tr>
<td>39. COMBATING TRAFFICKING IN PERSONS (MAR 2015)</td>
<td>6</td>
</tr>
<tr>
<td>40. RESEARCH MISCONDUCT (JUL 2005)</td>
<td>6</td>
</tr>
<tr>
<td>41. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)</td>
<td>7</td>
</tr>
<tr>
<td>42. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)</td>
<td>7</td>
</tr>
<tr>
<td>43. INTEGRATION CLAUSE (OCT 1999)</td>
<td>8</td>
</tr>
<tr>
<td>44. TECHNICAL STANDARDS PROGRAM (FEB 2011)</td>
<td>8</td>
</tr>
<tr>
<td>45. SUSPECT COUNTERFEIT PARTS (DEC 2007)</td>
<td>8</td>
</tr>
</tbody>
</table>
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 acknowledgment or acceptance which contains provisions conflicting or additional to the Terms and Conditions herein not set forth varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgment 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, unless the assignee or transferee shall have agreed in writing to accept, and be bound by, all the terms and conditions of this contract.

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 delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Payment shall be made on the deliverables accepted by the Laboratory if:

(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 as defined 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 cost the contractor is entitled to be reimbursed as a direct item of cost under this contract. The contractor is not entitled to reimbursement for cost for such property in the fixed price charged to the Laboratory.

(2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property Management and Government Property Acquisition Record; ANL-87-06, THE LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL-86 IS INCLUDED WITH ALL INVOICES (REGARDLESS OF IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.)

(c) Submission 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) Contractors shall submit to the address below, for prepayment audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained off-site by the Contractor and made available for on-site audits.

(D) Contractors shall submit the above-referenced transportation documents with Contractor's invoice to - Argonne National Laboratory, 9700 South Cass Avenue, Accounts Payable Building 251, Lemont, IL 60439.

4. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory. The Contractor is Officially responsible for administering this contract. This notification shall be furnished within five (5) days of the initiation of the proceeding 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 contracts in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all contracts in which the bankruptcy petition was filed.

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 Government contracts or contracts to or for 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

(b) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(c) Submission 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) Contractors shall submit to the address below, for prepayment audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained off-site by the Contractor and made available for on-site audits.

(D) Contractors shall submit the above-referenced transportation documents with Contractor's invoice to - Argonne National Laboratory, 9700 South Cass Avenue, Accounts Payable Building 251, Lemont, IL 60439.

6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions: As used in this clause—

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

(i) Means any item of supply that is—

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

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

(ii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and petroleum products. Per 46 CFR 525.1(c), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackage form which is not contained in a container or in such a manner that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for such COTS item; or

(3) Includes work performed in the United States.

(b) Enrollment and verification requirements

(1) If the Contractor is not entitled as a Federal Contractor in E-Verify at time of contract award, the Contractor—

(a) (3) Enroll or enroll into the E-Verify program within 30 calendar days of contract award.

(b) Verifies all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new 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

(c) Varies by the date the contractor enters into bankruptcy proceeding.

(d) In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory. The Contractor is Officially responsible for administering this contract. This notification shall be furnished within five (5) days of the initiation of the proceeding 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 contracts in which the bankruptcy petition was filed.

This obligation remains in effect until final payment under this contract.

7. GOVERNMENT PROPERTY (FEB 2004)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory. The Contractor is Officially responsible for administering this contract. This notification shall be furnished within five (5) days of the initiation of the proceeding 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 contracts in which the bankruptcy petition was filed.

This obligation remains in effect until final payment under this contract.

8. GOVERNMENT PROPERTY (FEB 2004)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory. The Contractor is Officially responsible for administering this contract. This notification shall be furnished within five (5) days of the initiation of the proceeding relating to bankruptcy filing.
7. 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 either

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to 10 C.F.R. 20, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the material, the name and activity, if any, of any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-007).

(b) The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health provisions. See 10 C.F.R. 20 for details.

(c) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may require the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall —

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Provide the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(d) All items, or subassemblies of radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts, or subassemblies are delivered to the Government or the Laboratory shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

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

8. PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

(a) Definitions. As used in this clause -- International air transportation means transportation by air, or in place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 13103) requires that the Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign- flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured abroad a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory and material furnished or utilized in the performance of services.

(d) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for transportation.

(1) Be submitted in writing;

(2) Include a statement of the specific transportation as follows:

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

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

(End of Statement)

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

9. APPLICABLE LAW (OCT 1999)

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.

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

(a) If the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give notice, including all relevant information, to the Laboratory.

(b) The contractor shall provide the Laboratory with a copy of the substance of the dispute, including this paragraph (b), in any subcontract or purchase order under this contract which involves labor transportation.

(1) Be submitted in writing;

(2) Include a statement of the specific transportation as follows:

STATEMENT OF UNAVAILABILITY OF LABOR TRANSPORTATION

Labor transportation of personnel was not available or it was necessary to use labor transportation service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation): [State reasons].

(End of Statement)

(c) The contractor shall include the substance of this clause, including this paragraph (c), in any subcontract or purchase order under this contract which may involve labor transportation.

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 contract or other work. All reports as made by one or more contractors shall be submitted to the Laboratory. All reports delivered to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

12. CHANGES - FIXED-PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the sureties, if any, make changes in the general scope of this contract in the absence of their written consent. Such orders, if any, shall provide for the payment of additional cost, if any, of the contractor, in the manner prescribed by law and as agreed upon, if any, in the absence of satisfactory proof thereof.

(b) Method of shipment or packing.

(c) Date of delivery.

(d) Description of services to be performed.

(e) The contractor shall give an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, to the authorized Laboratory Procurement Official at least 30 days prior to the date of the written order. However, if the authorized Laboratory Procurement Official decides that the facts justify it, the authorized Laboratory Procurement Official may receive and act upon a proposal submitted before final payment of the contract.

(f) If the contractor's proposal includes the cost of property made obsolete or excess by the change, the authorized Laboratory Procurement Official shall have the right to prescribe the manner of disposition of the property.

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

13. EXTRAS (OCT 1999)

As excepted 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 in showing that the service, as an agent of another, owner of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract, without exception, shall be free from defects in workmanship and conform to the requirements of the contract.

The Laboratory Procurement Official shall give written notice of defect or breach to the Contractor. The Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor; e.g., “within 30 days from the date of acceptance by the Laboratory,” “within 1000 hours of use by laboratory,” or other specific event. The notice shall state the time period of notice or combination of any applicable events or period of time. This notice shall state either (1) that the contractor is to correct the defect or nonconformance, or (2) that the Laboratory does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or replace, the Laboratory or the Laboratory Procurement Official may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Laboratory thereby, or make an equitable adjustment in the contract price.

(d) If the Contractor does not require correction or reperformance, the Laboratory Procurement Official shall make an equitable adjustment in the contract price.

15. WARRANTY OF SUPPLIES (OCT 2015)

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

Energy Consuming Products
When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Energy Star and Federal Energy Management Program (EEMP) Energy Efficiency Requirements, if the contractor is capable of doing so. If the contractor is not capable of delivering EnergyStar® or EEMP Energy Efficiency Requirements, the contract may otherwise be performed.


16. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance by the Laboratory unless in the case of foreign- flag transportation palliative physical possession, unless the contract specifically provides for earlier passage of title.

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

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

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

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss or damage to such nonconforming supplies shall remain with the contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the contractor shall not be liable for loss or damage to supplies caused by the negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

17. INSPECTION OF SUPPLIES (OCT 1999)

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

18. INSPECTION OF SERVICES (AUG 1996)

(a) Definitions. “Services,” as used in this clause, includes services performed, workmanship, facilities, operating practices, and conditions. If the contractor is of the opinion that its facilities, workmanship, operating practices, and conditions have been misrepresented in the delivery of the supplies or services, the contractor shall notify the Laboratory the contractor of such condition, and the laboratory shall inspect the supplies or services to determine if the contractor was justified in making such a claim.

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

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

(d) If a laboratory performs an inspection in the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no additional charge, all reasonable facilities for the performance of such tests.

(e) If any of the services do not conform with contract requirements, the Laboratory may require the Contractor to perform the services again or repair or replace the work at Contractor’s expense, with no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of the duties.

(f) If any of the Contractor’s employees do not conform with contract requirements, the Contractor shall cause them to be promptly corrected.

(g) If any of the services do not conform with contract requirements, the Contractor shall promptly notify the Laboratory of such nonconformance.

(h) In the event that the Contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the Contractor’s compensation to the Government shall be determined as follows:

(i) For damaged property, the reimbursement shall be the cost of repair or replacement, charged at a price not to exceed the replacement cost of the property, plus the transportation costs of the property to the Contractor.

(j) For destroyed or lost property, the reimbursement shall be the fair market value of the property at the time of destruction or loss, plus the transportation costs of the property to the Contractor.

(k) The reimbursement shall be limited to the fair market value of the property at the time of its destruction or loss, and shall be determined by the contractor in accordance with the requirements stated in this clause.

(l) The reimbursement shall be calculated in accordance with the requirements stated in this clause.

19. PROPERTY (JAN 2013)

(a) Furnishing of Government property. The Laboratory reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) Property requirements. Except as otherwise provided in the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Laboratory Procurement Official shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon issuance for use of such property in the performance of this contract.

(c) The Contractor shall be responsible for safety and protection of all Government property purchased or furnished by the Contractor, title to which passes to and vests in the Government as the Contractor acquires possession of such property, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Laboratory Procurement Official shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon issuance for use of such property in the performance of this contract.

(d) Responsibility for Government property. The Contractor reserves the right to inspect, and to accept or reject, any item of Government property purchased or furnished by the Contractor, title to which passes to and vests in the Government as the Contractor acquires possession of such property, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Laboratory Procurement Official shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon issuance for use of such property in the performance of this contract.

(e) Responsibility for Government property. The Contractor reserves the right to inspect, and to accept or reject, any item of Government property purchased or furnished by the Contractor, title to which passes to and vests in the Government as the Contractor acquires possession of such property, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Laboratory Procurement Official shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon issuance for use of such property in the performance of this contract.

(f) Risk of loss of Government property. Risk of loss of Government property shall be limited to the fair market value of such property at the time of such loss or destruction. The Contractor shall be responsible for any lost or damaged property, plus the transportation costs of the property to the Contractor.

(g) Loss and damage. The Contractor shall be responsible for any lost or damaged property, plus the transportation costs of the property to the Contractor.

(h) The Contractor shall be responsible for any lost or damaged property, plus the transportation costs of the property to the Contractor.

(i) The Contractor shall be responsible for any lost or damaged property, plus the transportation costs of the property to the Contractor.

(j) The Contractor shall be responsible for any lost or damaged property, plus the transportation costs of the property to the Contractor.

(k) The Contractor shall be responsible for any lost or damaged property, plus the transportation costs of the property to the Contractor.

(l) The Contractor shall be responsible for any lost or damaged property, plus the transportation costs of the property to the Contractor.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2014)

(a) Overtime requirements. To be eligible for overtime compensation, the contractor shall be required to pay its employees at least time and one half the basic rate of the employee’s regular rate for each hour worked in excess of 40 hours in any work week. The contractor shall maintain records of the hours worked by each employee for each week of the preceding three years.

(b) Violation: liability for unpaid wages. If the contractor violates these requirements, the employee may recover unpaid wages from the contractor, including any liquidated damages, and the contractor shall be liable for unpaid wages if it violates the terms in paragraph (a) of this clause.

(c) The contractor shall maintain records of the hours worked by each employee for each week of the preceding three years.

(d) The contractor shall maintain records of the hours worked by each employee for each week of the preceding three years.

(e) The contractor shall maintain records of the hours worked by each employee for each week of the preceding three years.

21. BUY AMERICAN ACT – SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

(b) "Commercially available off-the-shelf (COTS) item"—

(c) "Meant any item of supply (including construction material) that is—"

(d) "Any 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; and
(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
“Component” means an article, material, or supply incorporated directly into an end product.
“Cost of components” means—
(i) The cost of the components mining, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of a different kind or class as those that the agency determines are not mined, produced, or manufactured in the United States exceed 50 percent of the cost of all its components.
(ii) The components are being imported into the United States.
(iii) The components are being incorporated into foreign end products in the Representations and Certifications for the solicitation entitled “Buy American Certificate.”
(iv) “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
(v) “Foreseeable end product” means an end product other than a domestic end product.
(vi) “Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.
(vii) “End product” is a minimal number of additional clauses necessary to satisfy its contractual obligations.
(viii) “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or other operating units of the same contractor.
(ix) The Government shall treat as domestic transactions or enterprises or supplies delivered to governmental activities or governmental facilities.
(x) “Subcontractor” means a person or entity that may include another entity.
(xi) “Cost of components” includes all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
(xii) “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or other operating units of the same contractor.
(xiii) “Component” means an article, material, or supply incorporated directly into an end product.
(xiv) “End product” means those articles, materials, and supplies to be acquired under the contract for public use.

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

(a) As used in this clause—
“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that is enacted or issued on contract property after its manufacture, transportation, or delivery to the contractor or subcontractor after its manufacture, transportation, or delivery to the contractor or subcontractor after its manufacture.
“Cost of components” does not include any costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
“Domestic end product” means—
(i) An end product manufactured in the United States—
(ii) All costs of the components mining, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of a different kind or class as those that the agency determines are not mined, produced, or manufactured in the United States exceed 50 percent of the cost of all its components.
(iii) The components are being imported into the United States.
(iv) “Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.
(v) “End product” is a minimal number of additional clauses necessary to satisfy its contractual obligations.
(vi) “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or other operating units of the same contractor.
(vii) “Component” means an article, material, or supply incorporated directly into an end product.
(viii) “End product” means those articles, materials, and supplies to be acquired under the contract for public use.

23. SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)

(2) The contract 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 Certificate.”

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 the contract, or any right or interest in the property covered by the contract, or any part thereof, is purchased, acquired, or otherwise disposed of by the Laboratory, or after the effective date of any law or executive order which requires federal agencies to dispose of property in their possession in which the Laboratory or the Government have an interest.

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

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

(a) Upon receipt of accelerated payments from the Government, the Laboratory is required to make accelerated payments to small business concerns to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business concern.
(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

27. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or any regulations promulgated thereunder, shall prohibit the transaction (or the effect of the transaction) by a person subject to the jurisdiction of the United States.
(b) Except as authorized by OFAC, such transaction involving Cuba, Iran, and Sudan are prohibited, as are imports from Burma, North Korea, China, the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in

$650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontract that offer subcontracting opportunities.
28. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

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

29. SECURITY (OCT 2013) (DEVIATION)

Responsibility, the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE requirements, be responsible for protecting all classified information and all classified nuclear material (including documents, material and equipment (hereinafter referred to as documents, material and equipment) which are in the possession in connection with the performance of 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 the contract, make every effort to destroy any classified or special nuclear material in the possession of the Contractor or any person under the Contractor’s control in connection with the performance of this contract. If the Contractor fails to meet the requirements of the provisions of this paragraph of the contract, the Contractor shall identify the items and classification levels and categories of material proposed for retention, the reasons for the proposed retention, and the proposed period of retention. As required by the Contracting Officer, 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.

Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1944, or information determined to require protection under a federal law, Executive Order, or regulation. The term Classified Information includes information that has been marked as restricted or classified.

Definition of Classified Nuclear Material. The term “classified nuclear material” means special nuclear material; or any material artificially enriched by any of the foregoing, but does not include depleted uranium.

The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor must contact a Thorough Background Review as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

A review must verify an uncleared applicant’s or uncleared employee’s education, background, and any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning within the last three years and listed in references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation when and the uncleared applicant or uncleared employee is hired and placed in the position prior to receiving an access authorization, unless an approval has been granted.

The Contractor must make a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

In order to select 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 governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act (FCRA) and the Equal Credit Opportunity Act (Title VII). In addition, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act (FCRA) and the Equal Credit Opportunity Act (Title VII).

The Contractor must make a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

In order to select 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 governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act (FCRA) and the Equal Credit Opportunity Act (Title VII). In addition, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act (FCRA) and the Equal Credit Opportunity Act (Title VII).

The Contractor must make a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

A review must verify an uncleared applicant’s or uncleared employee’s education, background, and any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning within the last three years and listed in references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation when and the uncleared applicant or uncleared employee is hired and placed in the position prior to receiving an access authorization, unless an approval has been granted.

The Contractor must make a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

In order to select 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 governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act (FCRA) and the Equal Credit Opportunity Act (Title VII). In addition, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act (FCRA) and the Equal Credit Opportunity Act (Title VII).
The Contractor employee whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.808

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.808

(b) The Contractor shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.808 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

37. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Definition. Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been terminated (except if terminated for cause), (2) who has also met the eligible criteria contained in the Department of Energy guidance for contractors' force reduction programs, (3) who is not rehired or reemployed as a result of a layoff, (4) who is not laid off or terminated for cause, and (5) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(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.

38. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

39. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause-

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means-

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

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion, or in which the person was not offered of employment, such as failing to disclose, in a format and work language accessible to the worker, basic information or making material changes in the terms and conditions of employment, including wages and fringe benefits, the location of the living conditions, housing and associated costs (if employer or agent personally provided the housing), and the cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(3) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person associated with the commercial sex act was induced to perform the act with force, fraud, or coercion, or in which the person was not permitted to leave work without paying a debt, if the value of those services as reasonably assessed is not applied toward the debt or the length and nature of those services are not respectively limited and defined;

“Commercial sex act” means any sex act on account of which anything of value is to be received by any person;

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

(1) Any item of supply (including construction material) that is-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of

6
(b) Unless otherwise instructed by the Laboratory Procurement Official (LPO), the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Any such misconduct must be considered and affected consistent with any applicable laws, policies, and standards, and the effect must be assessed into the account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, in consultation with the LPO. The contractor must also consider whether personnel sanctions should be taken.

(c) Contractor requirements. The Contractor shall:

(1) Provide or arrange housing that meets the host country housing and safety standards;

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the provisions of this clause, and (3) Suspension of contract payments until the Contractor has taken appropriate remedial actions.

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

(1) Requiring the Contractor to remove a customer employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action; or

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; and (5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(i) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) The allegations involve an entity of sufficiently small size that it cannot reasonably conduct the inquiry or investigation.

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

(4) The investigation involves possible criminal misconduct.

(5) The contractor is required to perform or supervise an activity that results in or is associated with an adverse contract decision or administrative action;

(6) The provisions of this clause are modified for the purpose of performing a U.S. Government contract or subcontract (for portions of contracts performed outside the United States);

(7) The contractor is required to perform an activity that results in or is associated with an adverse contract decision or administrative action and the contractor is not a U.S. government contractor or subcontractor (for portions of contracts performed outside the United States); or

(8) The contract is a subcontract performed outside the United States; and

(9) If required by law or contract, fail to provide an employment contract, recruitment, or any other required written documentation. Such written documentation shall be in a language the employee understands. If the employer relocates an employee, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

- End of text
Company-owned or -rented vehicles or Government-owned vehicles; or
Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

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.

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

43. INTEGRATION CLAUSE (OCT 1999)

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract and there are no understandings or agreements other than those incorporated into this contract.

44. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

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

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.

45. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, 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 misrepresentation 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.
# Suspect/Counterfeit Bolt Headmark List

Any bolt on this list should be treated as defective without further testing.

## All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers' headmarks:

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt="Grade 5" /></td>
<td><img src="image" alt="Grade 8" /></td>
</tr>
</tbody>
</table>

## Grade 5 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW*)</td>
</tr>
</tbody>
</table>

## Grade 8 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
</tbody>
</table>

## Grade 8.2 fastener with the following headmark:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

## Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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