APPENDIX A
ARGONNE TERMS AND CONDITIONS

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

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

2. ASSIGNMENT (OCT 1999)
Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except all expressly authorized in writing by the Laboratory, provided, that the contractor or its assignee’s rights to be paid amounts due at a result of performance of this contract may be assigned to a bank, trust company or other financial institution extending any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

3. PAYMENTS (FEB 2004)
(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions entitled to the contractor. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Laboratory if:
(1) The amount due on the deliveries warrants it; or
(2) 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 identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements.
(2) Invoices submitted under a contract 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 System. Failure to do so will result in the contractor being notified.
(3) Any invoices submitted under a contract 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 System. Failure to do so will result in the contractor being notified.
(4) The Laboratory will not issue payment unless a completed Form ANL-661 IS INCLUDED WITH ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.)

(c) Submission of Transportation Documents.
(1) The Contractor shall submit a copy of the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges were paid—
(A) By the Contractor and added to the invoice for contractor supplied goods and services.
(B) By a first-tier subcontractor and added to the invoice for contractor supplied goods and services.

(2) Contractors shall submit the above referenced transportation documents with Contractor’s invoice to Argonne National Laboratory, 9700 South Cress Avenue, Accounts Payable Building 201, 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, in writing notification of the bankruptcy to the Laboratory. 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.

5. COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(c) “Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(d) “Improper influence,” as used in this clause, means any influence that induces or tends to induce any Government employee or official to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
(a) Definitions. As used in this 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 (2) of the definition at 2.101(c));
(B) Sold in substantial quantities in the commercial marketplace, and
(iii) 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. 401202, such as agricultural products and petroleum products. Per 48 CFR 22.502(b), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unbounded form, having a uniform character throughout, and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work for 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 for a contract if—
(1) Normally performs support work, such as indirect or overhead functions; 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 48 CFR 22.101(b), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.
(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
(i) Enroll, as a Federal Contractor in E-Verify program within 30 calendar days of contract award.
(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initialize verification of employment eligibility of all new employees, 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
(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initial verification within 90 calendar days after enrollment or within 30 calendar days after date of assignment to the contract, whichever is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initialize verification of employment eligibility of new employees assigned to the contract.

(i) New employees.
(A) Enrolled 90 calendar days or more. 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); and
(B) Enrolled less than 90 calendar days. 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).

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall conduct employment eligibility verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later (but see paragraph (b)(4) of this section).

(3) If the contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who are not assigned to the contract, within 30 calendar days after hire (but see paragraph (b)(3) of this section).

(i) The Contractor shall include the requirements of this clause, including this subclause, in each subcontract through improper influence.

(ii) The Contractor shall include the requirements of this clause, including this subclause, in each subcontract through improper influence.

(iii) The Contractor shall include the requirements of this clause, including this subclause, in each subcontract through improper influence.

(iv) The Contractor shall include the requirements of this clause, including this subclause, in each subcontract through improper influence.

(iii) The Contractor shall include the requirements of this clause, including this subclause, in each subcontract through improper influence.

(ii) The Contractor shall include the requirements of this clause, including this subclause, in each subcontract through improper influence.

(i) The Contractor shall include the requirements of this clause, including this subclause, in each subcontract through improper influence.
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 the Atomic Energy Act of 1944, as amended, set forth in Title 10 of the Code of Federal Regulations, in effect on the date of the order of the purchase under this contract.

(b) 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 0.005 milliCuries.

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 materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMN No. 3000-0117).

(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 precautions. See FAR 23.601(d).

(b) 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 shall notify the Laboratory Procurement Representative or designee with the notice required in paragraph (b) of this clause. Any such request shall include:

(1) Be submitted in writing;

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

(3) Cite the contract number on which the prior notification was submitted and the date of such submission;

(c) If all items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.005 milliCuries, 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.

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

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

(a) Definitions. As used in this clause -- International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. United States means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411. "Regional Airline" means an air carrier holding a certificate under 49 U.S.C. part 121 (except for Title I of 49 U.S.C. 40118(Fly America-Act) requires that all Federal agencies and contractors and subcontracts use U.S.-flag air carriers for U.S.-Government-financed international air transportation of personnel (and their personal effects) 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 seconded abroad a foreign-air carrier if a U.S.-flag air carrier is available to provide such transportation.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract or purchase order under this contract that 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 threatening to delay the timely performance of this contract, the contractor shall immediately give notice, including all relevant information, to the Laboratory.

(b) The contractor agrees to insert the substance of this clause, including this paragraph (a), in each subcontract or purchase order under this contract that may involve international air transportation.

11. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance by the Laboratory, regardless of when or where the Laboratory takes physical possession of the supplies.

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

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

(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 fail to conform to contract requirements as to a given rejection. The risk of loss of or damage to such nonconforming supplies remains with the contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

12. CHANGES - FIXED PRICE (OCT 1999)

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

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

(2) Change in the materials of construction or packing.

(3) Place of delivery.

(b) Description of services to be performed.

(b) In any case where a change causes 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, the authorized Laboratory Procurement Official shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days of the date of receipt of the written order. However, if the authorized Laboratory Procurement Official decides that facts justify it, the authorized Laboratory Procurement Official may receive and act upon a proposal submitted before final payment of the contract.

(d) 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 disposition of such property.

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

13. EXTRAS (OCT 1999)

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

14. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions, “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of the Contractor, and by which the Laboratory agrees to accept the Contractor’s services, as partial or complete performance of the contract.

(b) All understanding inspection and acceptance by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Laboratory Procurement Official shall give notice of any defect or nonconformance to the Contractor. (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 the Laboratory, or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time). This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Contractor 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 incorrectly performed. If the Contractor fails to correct or reperform, 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, at the Laboratory's option, at a reduced price.

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

15. WARRANTY OF SUPPLIES (JUN 2014)

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

16. Energy Consuming Products

When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify and deliver EnergyStar® or other Federal regulations qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet the performance and other requirements. Information about these products is available for EnergyStar® at:

http://www.eere.energy.gov/products and FEMP at:


When the contract requires the specification or delivery of telecommunications, the clause at FAR 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) shall apply.

When the contract requires the specification or delivery of telecommunications, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) shall apply, or it’s Alternate I. When the contract calls for the purchase of imaging equipment (i.e. copiers, digital cameras, facsimile machines, mailing machines, multifunction devices, printers, or scanners), the clause at FAR 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) shall apply.

In performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, [http://energy.gov/sites/prod/files/13423.pdf], Council on Environmental Quality, Office of Federal Leadership in Environmental, Energy, and Economic Performance (http://www.whitehouse.gov/federal-regulations/Executive-Orders), and related government procurement policies and practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content procurement, energy efficient products, waste water products, alternatives fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at:


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 reject any supplies or services that do not conform to the requirements of the contract. The laboratory may reject any nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Laboratory may reject supplies or services that have already been paid for if, at any 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, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory covering the services under this contract. Government representatives who have supervision or direction of —

(1) The Laboratory shall inspect and test all materials furnished or utilized in the performance of services. 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, in its discretion, shall determine. Title to other property, the cost of which is not reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) completion of processing or use of such property in the performance of this contract; (3) reimbursement of the cost thereof by the Laboratory, whichever first occurs. Property in Government possession or control, or otherwise marked and segregated in such a way, satisfactory to the Laboratory, as will indicate its ownership by the Government.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold the payment of any portion of the contract price which is attributable to, or paid under, this contract, as liquidated damages for failure to comply with any appropriate written direction of the Contracting Officer to safeguard such property under paragraph (e) of this clause; or

(2) To the extent practicable at all times and places during the term of the contract. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the performance of services.

(3) If the Laboratory performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, maintain, and operate such inspection system as is satisfactory to the Laboratory.

(d) 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 and material furnished or utilized in the performance of services.

(e) If any 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) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(f) Reduce the contract price to reflect the reduced value of the services performed.

(g) Other rights and remedies. (1) The Contractor shall not be liable for the loss or destruction of, or damage to, any property unless such loss, destruction, or damage was caused by

(i) Willful misconduct or lack of good faith on the part of the Contractor's
directors, officers, and any of its managers, supervisors, or other employees, representatives who have supervision or direction of—

(k) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold the payment of any portion of the contract price which is attributable to, or paid under, this contract, as liquidated damages for failure to comply with any appropriate written direction of the Contracting Officer to safeguard such property under paragraph (e) of this clause; or

(l) Material furnished or utilized in the performance of services.

(iii) Approval of the Contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (f) of this clause.

(j) Property Management.

(1) The Contractor shall establish, administer, and maintain an approved property management system, consistent with all relevant facts and circumstances.

(k) The Contractor shall perform or cause to be performed the services and charge to the Contractor any costs incurred by the Laboratory for services directly related to the performance of services. In the event of any damage, destruction, or loss to property in Government possession or control, or otherwise marked and segregated as such, the Contractor shall not be liable for the same.

(l) Overtime Compensation

(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 least 1 1/2 times the basic rate of pay for each hour worked over 40 hours. The responsible Contractor and subcontractor shall maintain payroll records which shall show:

(1) The Contractor's property management—management of high-risk property, classified materials.

(2) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Laboratory, to prevent the release of any information or data which contains the sensitive or classified information.

(b) The Contractor shall perform or cause to be performed the services and charge to the Contractor any costs incurred by the Laboratory for services directly related to the performance of services. In the event of any damage, destruction, or loss to property in Government possession or control, or otherwise marked and segregated as such, the Contractor shall not be liable for the same.

(iii) Approval of the Contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (f) of this clause.

(f) The term “contractor’s employees” as used in this clause means the Contractor’s employees, officers and any of its managers, supervisors, or other representatives who have supervision or direction of—

(1) Material furnished or utilized in the performance of services.

(2) Government property in the possession or custody of the Contractor with a value above the threshold set out in the Laboratory’s approved property management system, the Contractor shall perform or cause to be performed the services and charge to the Contractor any costs incurred by the Laboratory for services directly related to the performance of services.

(3) Material furnished or utilized in the performance of services.

(4) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract.

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

(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 least 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 responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

(c) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

(d) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

(e) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

(f) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

(g) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

(h) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

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(j) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.

(k) Violation; harm to employees; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute found at 40 U.S.C. chapter 70.
22. BUY AMERICAN ACT – SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, 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.

“Domestic end product” means—

(1) An unmanufactured end product mined or produced in the United States;
(2) An end product manufactured in the United States, if—

(i) The cost of its components mined, 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 sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; and
(ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

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

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS Item (See 12.505(a)(1)).

(c) Offers may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records entitled “Buy American Certificate.”

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 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 that the Contractor is 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 or other employment taxes, that the Contractor is required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“After-imposed Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“Cost of components” means—

(1) The cost of its components mined, produced, or manufactured in the United States, if flow down is required in accordance with (c) of FAR clause 52.232-40.
(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory’s interest, if this contract is terminated, the rights, duties, and obligation of the parties, including compensation to the Contractor, shall be determined under Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

25. DEFAULT (OCT 1999)

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

(1) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
(2) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
(3) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

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

(c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any expenses not incurred if the failure to perform the contract arises solely authorized in writing by the Laboratory. The Laboratory may assign the whole or any part of this contract to the Government or its designee. The Laboratory may assign this contract to a successor operator of the Laboratory.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and the subcontractor, and, without the fault or negligence of either, the contractor shall not be liable for any excess costs for
27. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

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 implementing regulations or restrictions, would prohibit such a transaction by a U.S. person, if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a U.S. person, if OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these restrictions, as well as updates, is available in OFAC’s regulations at 31 CFR chapter V and on OFAC’s website at http://www.treas.gov.

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) (DEVIAION)

Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter in the possession or control of the Contractor (referred to as DOE classified information or material in this clause) that are in the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, or theft. Except as provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE, any classified material or special nuclear material in the possession of the Contractor or any person under the Contractor’s control, in the possession or control of the DOE, DOE’s material and Special Nuclear Material, classified or not, that is pertinent to DOE’s national security interest. The Contractor shall identify the items and security classification levels and categories of material to be returned, retain, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the marked 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.

C. Certification of classified Information. The term “Certified Information” means information that is classified Information as defined in the Restricted Data or Formerly Restricted Data category of DOE Instruction 565.5-D, Information and Information Protection, or DOE Instruction 565.1-D, Classification Security Information, as amended, or prior executive orders, which is identified as classified Information.

D. Definition of Restricted Data. The term “Restricted Data” means information, design, data, drawings, or documentation of atomic weapons design, development, or production, and such other information as designated by the Secretary of Energy, which is identified as Restricted Data pursuant to 42 U.S.C. 2122 [Section 42, as amended, of the Atomic Energy Act of 1954].

E. Definition of Formerly Restricted Data. The term “Formerly Restricted Data” means information that was removed from the Restricted Data category based on a joint determination by DOE and its predecessor agencies and the Department of Defense that the information: (1) remains directly relevant to the military utilization of designated weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to materials delivered to, or in connection with other countries or regional defense organizations.

F. Definition of National Security Information. The term “National Security Information” means information that has been determined by DOE, as appropriate, or its predecessor agencies, to require protection against unauthorized disclosure. The term includes information that has been classified Information by DOE or its predecessor agencies and the Department of Defense.

G. Definition of Special Nuclear Material. The term “special nuclear material” includes: (1) plutonium and uranium enriched in the isotopes 239 and 235, and any other material, which, pursuant to 42 U.S.C. 2121 [Section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material or any material that is normally enriched by any of the foregoing, but does not include source material.

Access control. The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE’s regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of all approved applicable applicable access authorizations for access to classified information and special nuclear material, and for access to classified information and special nuclear material, prior to selecting the individual for a position requiring a DOE access authorization.

A. Review may verify an unclassified applicant’s or unclassified 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. The review may consider the individual’s employment history and non-employment related factors, including any criminal conduct which could, if OFAC’s regulations at 31 CFR chapter V, would prohibit such a transaction by a U.S. person, if OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these restrictions, as well as updates, is available in OFAC’s regulations at 31 CFR chapter V and on OFAC’s website at http://www.treas.gov.

Employment announcements and solicitation of applications for positions requiring access authorization, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of illegal drug use, or any past or present illegal drug use, shall be conducted by an employer and an unauthorized drug screening, and that is marked to indicate its classified status when in an electronically transmitted form.

Employment announcement. The employment announcement shall include the certification statement that the Contractor is authorized to employ and mitigate foreign influences problem.

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required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and liquidation of the debt or the length and nature of those services are not respectively limited or defined. Employment “Employee” means 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.

Forced labor” means knowingly providing or obtaining the labor or services of a person—

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

(b) 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;

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

“Sex trafficking” means 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 induced to perform such act has not attained 18 years of age; or

(a) Involuntary servitude means services, through the use of force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(b) Involuntary servitude includes a condition of servitude induced by means of—

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

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

(3) By 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;

(4) By 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 induced to perform such act has not attained 18 years of age; or

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

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of real or personal property or services as security for a 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 or defined. "Employee” means 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.

Forced labor” means knowingly providing or obtaining the labor or services of a person—

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

(b) 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;

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

(2) Any scheme, plan, or pattern intended to cause a person to believe that performing an act would result in serious harm to or physical restraint against any person;

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

“Commercial sex act” means any sex act on account of which anything of value is given or received by any person.

(2) 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.

(3) 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.

(4) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person;

(5) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person;

(6) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person;
determines that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer and, unless otherwise instructed, the contractor must:

(1) Initiate an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of the appropriate remedies; or, if that finding is not warranted, that another action is warranted.

(2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is selected organizationally from the element of the Laboratory that conducted the initial investigation. Such an adjudication must include a review of the investigative record and, as warranted, a consideration of appropriate actions or sanctions.

(3) Inform the LPO of an initial inquiry supports a formal investigation and, if requested by the contracting officer thereafter, keep the LPO informed of the results of the investigation and any subsequent actions. When an investigation is complete, the contractor will forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor's senior officials, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

The Laboratory may elect to act as the investigator when conducting an inquiry or investigation into an allegation of research misconduct if the LPO finds that:

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;

(2) The allegation involves an entity of sufficiently small size that it cannot reasonably be included in the inquiry;

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

(4) The allegation involves possible criminal misconduct.

In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:

(1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The contractor shall document that all of the subjects of allegations reasonably believe that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations to those affected by them, a description of the investigative process and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.

(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no unresolved conflict of interest. The individual(s) who conducts an investigation or an evaluation must be the same the inquiry, investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation shall be completed within 120 days Initiative, and adjudication should be complete within 60 days of receipt of the report of investigation.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable federal, state and local laws and regulations, the contractor shall keep the identity of the subjects of allegations and informants should be limited to that which is needed to know.

(5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact, whether it was done knowingly or unknowingly, and whether it was done negligently or intentionally, and whether it was an isolated event or pattern of conduct.

(a) The Laboratory reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the contractor's good faith administration of this clause and its demonstration of due care in the process or conduct of the investigation or any subsequent actions, shall be positive considerations.

(b) Remediation actions may include, but are not limited to, correct the research record and, as warranted, the research record and any subsequent actions.

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

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

41. INTEGRATION CLAUSE (OCT 1999)

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

42. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

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

(a) 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.)

(b) Participate as appropriate in development and review of those DOE Technical Standards that are comparable to and otherwise suitable for the intended purpose. Furthermore, the contractor shall ensure that the DOE Technical Standards provide a basis or guidance for the technical content of DOE Technical Standards under development, or as directed by the Contracting Officer.

(c) Conform to DOE Technical Standards policies and procedures.

(d) Participate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.

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

43. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components that are otherwise suitable for the intended purpose. Furthermore, the contractor shall ensure that 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, or new 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, or degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) capital equipment, buildings in process, frames; hosts; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heated treated materials; structural items; selecting and applying electrical 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 material and/or part identification can result in the Laboratory retaining and relying upon data, and retaining such information or items, at no cost, and identify, segregate, and report such information or items to cognizant Department of Energy officials.
# SUSPECT/COUNTERFEIT PART

## HEADMARK LIST

### Grade 5 and Grade 8 Fasteners of Foreign Origin Which Do Not Bear Any Manufacturers' Headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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### Grade 5 Fasteners With the Following Manufacturers' Headmarks:

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</thead>
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<tr>
<td>J</td>
<td>Asahi Mfg. (JP)</td>
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<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
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<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<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>
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</thead>
<tbody>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
</tr>
<tr>
<td>E</td>
<td>Daiel (JP)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unylite (JP)</td>
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### Grade 8.2 Fasteners With the Following Headmarks:

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<thead>
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<th>Manufacturer</th>
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</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>
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<th>Type</th>
<th>MARK</th>
<th>Manufacturer</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>A325</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>2</td>
<td>A325</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>3</td>
<td>A325</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)