# Appendix A

**Argonne Terms and Conditions**

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

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1. ACCEPTANCE (OCT 1999)

Acceptance of this Purchase Order (hereinafter called the “contract”) must be in accordance with and strictly limited to the Terms and Conditions contained herein. An attempted acknowledgement or acceptance which contains provisions for the delivery of quantities and/or dates different from the Terms and Conditions herein set forth or which varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgement shall be deemed to be performance in accordance with the Terms and Conditions of this contract.

2. ASSIGNMENT (OCT 1999)

Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory, provided, that the contractor or its assignee’s rights to receive amounts as a result of performance of this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

3. PAYMENTS (FEB 2004)

(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies and services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Laboratory. If:

(1) The amount due on the deliveries warrants it;

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

(2) ALL INvoices submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Management Government Property Procurement Record, ANL-661. This PROCUREMENT WILL NOT ISSUE PAYMENTS FOR A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.)

(c) Transportation Documents

(i) 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;

(ii) Contractors shall prepare and submit for audit all bills of lading with freight shipping charges exceeding $200. Bills under $200 shall be retained on-site by the Contractor and made available for on-site audits.

(iii) Contractors shall submit the above referenced transportation documents with the Contractor’s invoice to Argonne National Laboratory, 2007 S. Cass 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, written 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. 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. 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. 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 employment or agency, for breach of or violation of this Warranty, the Contractor hereby agrees to 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 selling business, that neither extends nor propels 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 extends nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

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

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

6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definition. 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);

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

(C) Offered to the Government, 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. Per 46 CFR 525.1-10(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into a transport vessel or LASH or Seabag vessel or in bulk and mark and, therefore, cease to be bulk cargo.

(2) “Employee” 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, in the United States, under a contract that is required to include the clause prescribed in paragraph (b) of this clause, and who is required to be directly performing work under a contract if the employee—

(i) Normally performs work such as indirect or overhead functions; and

(ii) Does not perform any substantial duties applicable to the contract.

(b) “Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish goods or services for performance of a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(c) “Subcontractor” means any individual, party or entity appointed by or maintaining a Federal award subject to a Common Identification Standard for Federal Employees and Contractors.

“United States”, as defined in 8 U.S.C. 1101(a)(39), means the 50 States, the District of Columbia, Puerto Rico, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

7. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, within 30 days of award, or, to prior completion of any servicing required by this contract, of items containing either

i. Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item) or (an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

ii. Construction;

iii. Has a value of more than $3,000; and

iv. Is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the contractor, 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), rather than those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States that was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification of E-Verify Operations of the Contractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(c) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(d) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be required to discontinue use of the system in accordance with the DHS or SSA’s guidelines.

(e) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(f) The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract.
(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1944, as amended, so that the specific activity exceeds 0.002 microcuries per gram of the activity per item equals or exceeds 0.002 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the radioactivity, and the activity of the items, the name and address of the manufacturer of the materials, and any other information known to the Laboratory which will put the users of the items on notice as to the hazards involved. (OMB No. 0007-NEW)

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 it has been determined that there is 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 request that the Laboratory Procurement Representative or designee waive the notice required under 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 from deliveries under this contract have not changed; and
(3) Cite the contract number on which the prior notification was submitted and the LaboratoryProcurement Official to whom the request is submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity exceeds 0.002 microcuries per gram of the activity per item equals or exceeds 0.002 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.

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.

(b) Unless otherwise specified in the solicitation and the contract, the contractor shall use U.S.-flag air carriers for international air transportation, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by a labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

9. APPLICABLE LAW (OCT 1998)

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) The contractor shall immediately give the Laboratory written notice of any defect or nonconformance to the contract, or any change in the price that may affect the price.

(b) If the contractor is not required to correct or reperform, the contract shall be modified in writing by the Laboratory Procurement Official to reflect the change in the price.

(c) If the contractor is required to correct or reperform, the repair or replacement shall be in accordance with the requirements of Federal, State, or local law.

11. REPORTS (OCT 1999)

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

(1) Design, drawings, or specifications when the supplies to be furnished are to be specially manufactured for the Laboratory in accordance with the drawings, designs, or specifications. (2) Method of packaging or packing.
(3) Place of delivery.
(4) Place of inspection and acceptance of the supplies to be performed.
(5) If any such change increases or decreases the cost of, or the time required for, any of the work under this contract, whether or not changed by the order, the Laboratory Procurement Official shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(b) The contractor must submit a written report (hereafter referred to as a proposal) under this clause within 30 days from the date of receipt 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.

(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 manner, method, time, and place of disposition of the property, or, in the case of personal property, to direct the manner of the disposition of the 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 Government, the performance of services hereunder.

(b) The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, and shall make such final reports as may be required by the Laboratory.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity exceeds 0.002 microcuries per gram of the activity per item equals or exceeds 0.002 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.

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

15. WARRANTY OF SUPPLIES (DEC 2011)

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

16. RESPONSIBILITY FOR SUPPLIES (OCT 1989)

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

(b) Unless the contract specifically provides otherwise, title to the supplies, or any part thereof, shall pass to the Government at the time of delivery to the Government.

(c) The contractor shall not be liable for damage to or loss of the supplies caused by the negligence of the contractor or its agents. The contractor shall have the right to file any claims which arise out of the furnishing of supplies.

(d) If the contractor is required to correct or reperform, the repair or replacement shall be in accordance with the requirements of Federal, State, or local law.

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 the contractor has tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or services which are of the same type as those which caused the defect. The contractor shall not be liable for the cost of repairing or replacing nonconforming supplies or services, or for the cost of inspecting or testing such supplies or services.

18. INSPECTION OF SERVICES (AUG 1996)

(a) Definitions. “Services,” as used in this clause, includes performed services, workmanship, and the results of any work furnished under the contract.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory covering the services under the contract. Copies 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.
19. LABORATORY-FURNISHED PROPERTY (OCT 1999)

(a) The Laboratory shall deliver to the contractor, at the time and locations stated in this contract, the Laboratory-furnished property described in this contract. If that property, suitable for all intended use, is not delivered to the contractor, the Laboratory shall equitably adjust the contract price to reflect the loss or damage, except for:

(1) For reasonable wear and tear;

(2) For any other losses that the contractor can prove were not caused by the contractor's negligence, fault, or willful misconduct.

(b) Unless otherwise provided in contract documents, the Laboratory shall furnish the Laboratory-furnished property only in connection with this contract. The contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Laboratory inspection at all reasonable times.

(c) Upon delivery of Laboratory-furnished property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except as provided in paragraph (b) of this clause.

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 payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $30 per affected employee for each calendar day on which the employer required the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

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

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working under the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

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

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

21. BUY AMERICAN ACT—SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

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

(i) An item of supply (including construction material) that is—

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

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

(C) 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.

(b) COTS item definition.

(1) "Business Ethics and Conduct" means the code of business ethics and conduct issued by 41 U.S.C. 3509, if the subcontract exceeds $5,000,000 and has a performance
The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory’s interest. If this contract is terminated, the rights, duties, and obligations of the parties,

(a) (1) The Laboratory may, subject to paragraphs (c) and (d) below, by written notice of

(b) If the Laboratory terminates this contract in whole or in part, it may acquire, under the terms

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

27. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JULY 2009)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, any contract pursuant to this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a United States or its outlets areas. Lists of entities and individuals subject to economic sanctions are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treasury.gov/ofac/downloads/sdn.pdf.

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

28. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology 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://www.nist.gov.

29. SECURITY (OCT 2013) (DEVIATION)

Responsibility, it is the Contractor’s duty to protect all classified information, special nuclear material, and other controlled data. The Contractor, the Department of Energy as incorporated into the contract, and the Federal Acquisition Regulation in effect on the date of this contract.

25. DEFAULT (OCT 1999)

(a) The Laboratory may include the terms of this clause, including paragraph (d), in all subcontracts awarded under this contract.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(1) The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory’s interest. If this contract is terminated, the rights, duties, and obligations of the parties, include “compensation to the contractor, subject to (paragraph (f) of FAR clause 52.227-40).

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

(c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs for those supplies or services. However, the contractor shall continue the work terminated.

(d) If the contract is terminated for default, the contractor may acquire, under the terms of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a United States or its

(e) If the laboratory terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Laboratory considers appropriate, supplies or services similar to those terminated and the contractor as required by the contract, and any excess costs for those supplies or services. However, the contractor shall continue the work terminated.

(f) The Laboratory may include the terms of this clause, including paragraph (d), in all subcontracts awarded under this contract.

(2) The Laboratory’s right to terminate this contract under subparagraphs (3)(i) and (iii) above, may be exercised by the Contractor in accordance with (paragraph (f) of FAR clause 52.247-64).

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

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

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

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
30. Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

31. In lieu of a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR Part 707. All illegal drug possession and any use or sale of illegal drugs, will not be processed for a DOE access authorization unless their test confirm the absence from their system of any illegal drug.

32. If the Contractor is arrested by the Federal government, the Contractor is not considered to be an export control company or an export control company in its own right, and therefore is not subject to export controls. However, the Contractor is subject to the export control laws of the United States, as applicable to the Contractor's activities.

33. The contractor understands that the materials and/or information being transmitted under the terms of this contract may be subject to U.S. government and regulations regarding export control. In the case of a candidate placed with a foreign national, the Contractor must ensure that the candidate has met all requirements for export control, including obtaining the appropriate export license. In addition, the Contractor must ensure that the candidate has met all requirements for accessing and using U.S. government classified information.

34. For visits or assignments involving a foreign national from a "Terrorist Supporting Country", which currently include: Cuba, Iran, Libya, North Korea, Sudan, Syria, specific approval of the visit or assignment must be obtained from the cognizant local security office. Once approved, the visit or assignment will take place under the basis for any equitable adjustment or claim to the contract price or performance/delivery period.

35. Assistance in preparing a request, contact the Argonne Technical Investigator associated with your organization or the Argonne Technical Investigator associated with your organization.

36. The requirement is to be followed down to all subcontractors at any tier.
The parties are to consider the provisions of this clause of this contract.

38. RESEARCH MISCONDUCT (JUL 2005)

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

(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 determines that there is sufficient evidence to proceed with an investigation, it must notify the contracting officer and, unless otherwise instructed, the contractor must:

1. Conduct an investigation to develop a complete factual record and an examination of such record leading to either the finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;
2. If the investigation results in a determination that research misconduct occurred, conduct an adjudication by an independent professional who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation.
3. The adjudication must include a review of the negative record and, as applicable, determination of appropriate corrective actions and sanctions.
4. If the LPO on an initial inquiry supports a formal investigation and, after consultation with the contracting officer, the contractor is determined to conduct a formal investigation, the contractor must conduct an adjudication by a professional who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation.

The contractor shall comply with all applicable laws, regulations, and policies of the Department of Energy and the Laboratory regarding research misconduct.

Research misconduct means the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, and includes: (1) Fabrication means making up data or results and recording or reporting them;
(2) Falsification means manipulating research materials, equipment, or processes, or changing or omitting data or results so that the research is not accurately represented in the research record;
(3) Plagiarism means misrepresenting one's own or another's research results or other intellectual work of another.

Research misconduct includes: (1) Procure commercial sex acts during the period of performance of the contract; or
(2) Procure human or nonhuman primates from a source in violation of applicable laws, regulations, and policies of the Department of Energy.

The contractor shall:

1. Notwithstanding any of its obligations under the laboratory's policies, procedures, and requirements, the contractor shall:
2. Notwithstanding the contractor's good faith efforts, it shall:

(e) The laboratory reserves the right to provide such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable procurement regulations. Additionally, the contractor's good faith efforts to comply with this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If the laboratory determines that the contractor's good faith efforts were not made or if it determines that it will inform the subject of the action of the outcome, it will inform the subject of the action of the outcome, and it will provide any applicable appeals procedures.

(f) Subcontracts. The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Gaging Factor. The contractor may consider whether the contractor had a conflict of interest; or

39. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

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

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

(a) Definitions. As used in this clause—

(c) Driver.

2. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one cannot be seen by motorists traveling in the same direction; or

3. Text messaging means reading from or entering data into any handheld or other electronic device designed to be used for short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic communication; the term does not include listening to or sending a navigation device while secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device prior to or while stopped in a location off the roadway where it is safe and legal to park.

(b) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one cannot be seen by motorists traveling in the same direction; or

(c) The Contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—
(2) Considering all personnel circumstances, the contractor shall—

(1) Company-owned or -rented vehicles or Government-owned vehicles; or
(2) Privately-owned vehicles when on official Government business or when performing any work or for or on behalf of the Government.
(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

41. INTEGRATION CLAUSE (OCT 1999)

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

42. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

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

2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

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

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

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

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

43. SUSPECT COUNTERFEIT PARTS (DEC 2007)

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

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS’ HEADMARKS

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:

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<td>Jinn Her (TW)</td>
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<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:

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<td>Hinomoto Metal (JP)</td>
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<td>M</td>
<td>Minamida Sleybo (JP)</td>
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<td></td>
<td>Hollow Triangle Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
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<td>E</td>
<td>Daiel (JP)</td>
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<td>UNY</td>
<td>UNY Unylite (JP)</td>
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GRADE A325 FASTENERS (BENNERT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

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</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-Yugosavia

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 REFRUBISHED SEE:  http://www.saftek.com/worksafe/bull82.txt