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1. ACCEPTANCE (OCT 1999)

Acceptance of this Purchase Order or contract (hereinafter called the “contract”) must be in accordance with and subject to the Terms and Conditions. The contractor acknowledges receipt of and accepts the contract without any effective acknowledgment and accepts the same provisions as contained herein, without any changes, additions or modifications.

2. INSPECTION (OCT 1999)

The contractor shall only tender for acceptance those items which conform to the requirements of this contract. The Laboratory reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or perform rework of nonconforming services at no increase in contract price. The Laboratory must exercise its post acceptance rights (a) within a reasonable time after the defects 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.

3. ASSIGNMENT (OCT 1999)

Neither this contract nor any interest therein nor claim thereunder 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 be paid amounts due as a result of performance of this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

4. CHANGES (OCT 1999)

Changes in the Terms and Conditions of this contract may be made only by written agreement of the parties.

5. EXCUSABLE DELAYS (OCT 1999)

The contractor shall be liable for default unless unperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God, actions or inactions by the Public Enemy, acts of sovereigns, States, or municipalities, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the Laboratory in writing as soon as it is reasonably possible after the commencement of any excusable delay, stating forthwith the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Laboratory of the cessation of such occurrence.

6. PAYMENTS (FEB 2004)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices of voucher, the Laboratory shall make payment at the prices stipulated in this contract for delivery to electronic funds, or as the parties may otherwise agree. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(b) Property.

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

(2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by a completed, signed, and dated copy of the form. The Laboratory will NOT PAY LESS AS A COMPLETED FORM PD-150 IS INCLUDED WITH ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.)

(c) Documentation of Transportation

(1) The Contractor shall submit to the address identified below, for prepayment audit transportation documents on which the United States will assume the 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.

(2) Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained on-site by the Contractor and made available for on-site audits.

(3) Contractors shall submit the above referenced transportation documents with Contractor’s invoice to: Argonne National Laboratory, 7070 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439

7. 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 Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

8. RISK OF LOSS (OCT 1999)

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

(a) Acceptance of the supplies to a carrier, if transportation is f.o.b. destination.

(b) Delivery of the supplies to the Laboratory at the destination specified in the contract, if transportation is i.b.d. destination.

9. TAXES (OCT 1999)

The contract price includes all applicable Federal, State, and local taxes and duties.

10. TERMINATION FOR THE LABORATORY’S CONVENIENCE (OCT 1999)

The Laboratory reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately cease all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract amount representing the work completed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory using its standard cost keeping system, have resulted from the terminated work. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Laboratory any right to audit the contractor’s records. The contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

11. TERMINATION FOR CAUSE (OCT 1999)

The Laboratory may terminate this contract, or any part hereof, for cause in the event of any material default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or if the contractor fails to provide adequate assurances of its ability to perform. In the event of termination for cause, the Laboratory shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Laboratory for any and all rights and remedies available to the Laboratory. If it is determined that the Laboratory improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

12. TITLE (OCT 1999)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of where or when where the Laboratory takes physical possession.

13. WARRANTY OF SUPPLIES (SEP 2011)

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

14. ENERGY CONSUMING PRODUCTS

When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar® labeled products.

15. CHANGES (OCT 1999)

Laboratory Procurement Official shall make an equitable adjustment in the contract price.

16. TAXES (OCT 1999)

The contract price includes all applicable Federal, State, and local taxes and duties.

17. CHANGES (OCT 1999)

CHANGES (OCT 1999)

CHANGES (OCT 1999)

CHANGES (OCT 1999)

CHANGES (OCT 1999)

18. LIMITATION OF LIABILITY (OCT 1999)

Except as otherwise provided by an express or implied warranty, the contractor will not be liable to the Laboratory for consequential damages resulting from any defect or deficiencies in accepted items.
20. 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 by the Atomic Energy Act of 1954, as amended, in the Code of Federal Regulations, in effect on the date of this contract, or

(2) Other radioactive material in which the specific activity is greater than 0.002 microcuries per gram or the activity per unit equals or exceeds 0.05 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the material, and any other information known to the contractor which will put users of the items on notice as to the hazards involved (OMB No. 0906-0017).

* The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of each item of radioactive material. The time of delivery shall be to the Laboratory or the Government as costs under this Contract, the Contractor agrees to deliver the part or parts of the items so notified.

(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 may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

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

(3) Be signed by the party or parties to which the notification is to be submitted.

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

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

21. AUTHORIZATION AND CONSENT (DEC 2007)
The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent embodied in the structure of composition of any article the delivery of which is accepted by the Government or the Laboratory under this contract or—

(2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with—

(i) specifications or written provisions forming a part of this contract or specific written instructions given by the Laboratory or the Government directing the manner of performance.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

22. PATENT INDEMNITY - SUPPLIES AND SERVICES (APR 1984)

(a) The Contractor shall indemnify the Laboratory, the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue by reason of a decision of any court or under 35 U.S.C. 131) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of any real property (hereinafter referred to as “construction work”) under this contract, or out of the use or disposal by or for the account of the Government or the Laboratory of such supplies or construction work.

(b) This indemnity shall apply unless the Contractor shall have been informed as soon as practicable by the Government (with notice to the Laboratory) of the suit or action alleging such infringement and the Contractor shall have been given an opportunity to settle the suit or action by an agreement acceptable to the Government by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—

(1) An infringement resulting from compliance with specific written instructions of the Laboratory or the Government directing a change in the supplies to be delivered or the performance of services to be performed by the Contractor to which the Contractor may reasonably believe that he is entitled;

(2) An infringement resulting from addition to or change in supplies or services which were furnished or designed by the Contractor or were intended to be used, or a manner of performance of the contract not normally used by the Contractor;

(3) An infringement resulting from adding to or changing supplies or components furnished or designed by the Contractor or the Laboratory as required in the contract or subcontract hereunder.

(c) The Contractor shall indemnify the Government against any liability or loss due to any infringement of a United States patent, except a patent issued upon an application that is now or may hereafter be withheld from issue by reason of a decision of any court or under 35 U.S.C. 131, arising out of the manufacture or delivery of real property (hereinafter referred to as “construction work”) under the contract or subcontract hereunder occasioned by—

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

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to submit 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 any item of value is given to or received by any person.

* Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the payment of the debt, and nature and extent of such service are not respectively limited and 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—

(1) By threats of serious harm to, or physical restraint against, that person or another person;
26. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

I. Definitions

(a) As used in this clause—

"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101.

(b) Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

II. Subcontracting

(a) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items in nondisperformance items as components of items to be supplied under this contract.

(b) The Contractor shall include the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-246, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract is funded under the Recovery Act.

(ii) 52.219-1, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and 38 U.S.C. 1231(a) and (b)) (52.219-1, if a small business concern exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of conflict of interest under the False Claims Act and the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.


(iv) 52.219-1, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and 38 U.S.C. 1231(a) and (b)) (52.219-1, if a small business concern exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of conflict of interest under the False Claims Act and the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(vi) 52.219-1, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and 38 U.S.C. 1231(a) and (b)) (52.219-1, if a small business concern exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of conflict of interest under the False Claims Act and the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(vii) 52.219-1, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and 38 U.S.C. 1231(a) and (b)) (52.219-1, if a small business concern exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of conflict of interest under the False Claims Act and the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13498), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(b) While not required, the Contractor may flow down to subcontractors for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(c) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
30. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deems exports which are any communication of technical data to a foreign country, whether it takes place domestically or abroad. Unless otherwise defined (data) provided for a foreign national verbally, by mail, by facsimile, through visits or workshops, with computer networking or for any other reason. If a foreign national observes equipment or process, it may constitute an export of technical data, if significant details are revealed. It is solely the contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply with all export control laws and regulations to ensure its compliance with export controls. Any export can occur through a variety of means, including oral communications, written documents, or transfer of computer software to foreign nationals. Transfers to foreign nationals while they are visiting the United States or other countries or while they are visiting their country are also controlled. You and the laboratory can be held liable for improperly transferring controlled technologies. Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information

Patent applications

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Office at Argonne or the contractor for export license requirements prior to export. To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired all export license requirements prior to departure, presentations and discussions must be limited to topics that are not on the DOE Sensitive Subiects List and the Argonne Sensitive Technologies and not related to controlled technologies unless written export regulations and any additional details, may be considered an export of technologies and need an export license prior to release.

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

The United States is committed to encourage trade exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and the Laboratory harmless from any liability that may arise solely the contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply with all export control laws and regulations to ensure its compliance with export controls. Any export can occur through a variety of means, including oral communications, written documents, or transfer of computer software to foreign nationals. Transfers to foreign nationals while they are visiting the United States or other countries or while they are visiting their country are also controlled. You and the laboratory can be held liable for improperly transferring controlled technologies. Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information

Patent applications

32. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b) in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

33. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

Applies To Contracts That Exceed $30,000 In Value

(a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause—whether it means any item of supply (including construction material) that is—

(1) A commercial item (as defined in paragraph (3) of the definition in FAR 2.101);

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

(3) 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;

(b) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products, where the Government procures the services or items for its own use, but does not enter into any subcontract in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontracting providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any executive agency.

(d) A contractor officer or a designee of the Contractor shall notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 4.04:4 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor;

(2) The Contractor’s knowledge of the reasons for the subcontractor being in the Excluded Parties List System;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding compliance in the Excluded Parties List System.

(e) The systems and procedures the Contractor has established to ensure that it is fully implementing the Government’s interest in complying with such subcontracting requirements for any subcontracting with a party that has been debarred, suspended, or proposed for debarment by any executive agency.

(f) Unrelated Subcontracts. Unless this is a contract for the acquisition of commercial items, the contractor shall include the requirements of this clause, including this paragraph (f) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Does not include operating a motor vehicle on an active roadway with the motor running, including while stationary temporarily because of traffic, a traffic light, stop sign, or other traffic related to the performance of the 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.

34. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized by the contractor during the course of work on the 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.

35. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2007)

(a) Definitions. As used in this clause—

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while stationary temporarily because of traffic, a traffic light, stop sign, or other traffic related to the performance of the 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.

(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 of an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading or entering data into any handheld or other portable electronic device that is coupled to a computer network or to a remote terminal (by wire or radio) which stores and/or retrieves data during the time of the violation; texting includes text messaging, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term shall not include any activity related to the performance of the contract that is conducted in a commercially designed holder affixed to the vehicle, provided that the destination at the conclusion of the activity is not within the United States or any other foreign country, whether it takes place in the United States or abroad. The contractor shall not be liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

36. INTEGRATION CLAUSE (OCT 1999)

This clause 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.

37. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, and other areas, offices, storage, data processing areas, transportation, and housing facilities provided for employees, that are segregated by the contractor. This clause does not relieve an employer of liability for employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that by the breach of this clause is a violation of the Equal Employment Opportunity Commission Act in this contract.

38. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

This clause applies to all contracts with a value in excess of $100,000 unless exempted by rules, regulations, or orders of the Secretary of Labor.

(a) Definitions. As used in this clause—

“ Armed Forces service medical veteran,” “disabled veteran,” “other protected veteran,” and “recently separated veteran,” have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medical veterans, and recently separated veterans; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medical veterans, and recently separated veterans; and

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled “Employment Opportunity Commission Form”.

39. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

Applies To Contracts That Exceed $30,000 In Value

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places at the contractor’s place of business and at each of its places of business at which employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 417.12 and 417.14.

(b) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(c) The Contractor shall also post this notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the notice.
the Department of Labor’s Web site that contains the full text of the poster. The link to the Department’s Web site, as referenced in (b)(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5219, Washington, DC 20210, or from the field office of the Division of Interpretations and Standards, Office of Labor Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-management Standards Web site at http://olms.dol.gov/olmsreg/EO13496.htm;

(4) Reproduced and used as exact duplicate copies of the Department of Labor’s official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor or Subcontractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 3.4. Such other sanctions as may be legally required may be imposed by law.

(f) Subcontracts

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13466 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13466 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary to prevent enforcement of such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of a subcontract, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

40. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: APRIL 2019

(Applies to Contracts equal to or Greater than $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity. Additionally, the notice provides examples of illegal conduct by employers in the private sector. See 29 CFR Part 471 Subpart 3.4. The notice is prescribed in the Department of Labor’s regulations, and orders of the Secretary of Labor.

41. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Applies to:

(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) Includes work performed in the United States.

(a) Definitions. As used in this clause—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (2) of the definition at 2.101);

(ii) 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;

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 4 CFR 252(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, if a loose unpackaged form, having homogenous characteristics. Bulk cargo includes freight carried in intermodal equipment, bulk equipment, bulk containers, LASH or Sea-beene barges, subject to mark and count and, therefore, ceases to be bulk cargo.

(3) An employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work in the United States, under a contract that is required to be the subject of an investigation by the Secretary of Labor that is described in 22 USC 6203. An employee is not considered to be directly performing work under a contract if the employee—

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

(ii) Does not perform substantial duties directly allocable to the contract.

(4) Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subprime contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(5) Supplier, distributor, vendor, or firm shall mean supplies or services to or for a prime contractor or another subcontractor.

(b) Enrollment and verification requirements.

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

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

(2) Verify employment eligibility of all new employees;

(3) Provide notices to all new employees;

(4) Provide notices to all existing employees.

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

(A) Enroll 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); or

(B) Enroll 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); or

(iii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 60 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(6) of this section).

(3) The Contractor is not required to perform employment eligibility verification of all employees of a subcontractor, and may elect to perform employment eligibility verification of all employees of a subcontractor, or only new employees of a subcontractor, that—

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification within 90 calendar days after date of hire of such new employees of a subcontractor that 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); or

(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 employees of a subcontractor that 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); or

(c) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(d) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(e) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary to prevent enforcement of such provisions, including the imposition of sanctions for noncompliance.

(f) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of a subcontract, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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 the 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 programs, must—

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

3. Participate or provide appropriate support 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 Subject Matter Expert. [Review draft of DOE Technical Standards]

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

6. Provide the appropriate level of support in the case of any VCSs that are necessary to ensure the contractor’s compliance with these requirements.
SUSPECT COUNTERFEIT PARTS (DECEMBER 2007)

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

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

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

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

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<tr>
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<td>Minamida Sieiyo (JP)</td>
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<td>E</td>
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<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
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**GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:**

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<td>Kosaka Kogyo (JP)</td>
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Headmarkings are usually raised - sometimes indented.

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

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

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