# APPENDIX A

## ARGONNE TERMS AND CONDITIONS

(For Commercial Items)

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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 is hereby limited to these Terms and Conditions. An attempted acknowledgment or acceptance which contains provisions conflicting or additional to these Terms and Conditions or which 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. INSPECTION (OCT 1999)

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

3. 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 right 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 nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or God’s enemy, acts of the Government in its sovereign or contractual capacity, 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 becomes reasonably possible after the commencement of any excusable delay, setting forth in 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 or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds, or as the parties may otherwise agree. In connection with any disbursements 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 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 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 form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-651.

THE CONTRACTOR SHALL NOT PAY ANY AMOUNTS UNLESS ANL-651 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 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.

(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, 9700 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) Delivery of the materials 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 f.o.b. 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. Termination for cause shall be determined only by the Laboratory. If all work hereunder shall and 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 price reflecting the extent of the work performed at the time of termination. In addition, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory using its standard keeping records system, have resulted from the termination. 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 the Laboratory, upon request, with adequate assurances of future performance. 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 amount paid for the supplies or services furnished for which payment has not been made.

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 when or where the Laboratory takes physical possession.

13. 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.

Energy Consuming Products

When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever is more stringent. The contractor must comply with the Energy Star specification for any one of the products for which Energy Star designation is available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® at http://www.energystar.gov/products

http://www.eere.energy.gov/efmp/efmprequirements/eep_requirements.cfm

When the contract requires the specification or delivery of imaging equipment (i.e. copiers, digital duplicators, 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.

When the contract requires the specification or delivery of telecommunications, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jul 2014) or its Alternate I shall apply.

When the contract calls for the specification or delivery of personal computer products, the clause at FAR 52.223-16, Acquisition of EnergyStar®-Registered Personal Computer Products (June 2014) shall apply.

In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/environmentalpractices/oei/13423.htm) and Executive Order 13141, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/executive-orders/disposition.html). The contractor shall also consider the best 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 products, bio-based products, energy efficient products, water efficient products, alternative fuels and vehicles, non-chemical substances and other environmentally preferable products and services.

This guide is available on the Internet at:


14. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory accepting the supplies or services for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services , as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract 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 written notice of any defect or nonperformance 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 possession by the Laboratory,”) between 3000 hours of use by the Laboratory, or other specific event when occurrence will terminate the period of notice, or combination of any applicable events or period of time. This notice shall state that the Contractor shall repair, replace, or modify defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

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

(d) The Laboratory does not make any representation or reperformance. The Laboratory Procurement Official shall make an equitable adjustment in the contract price.

15. BUY AMERICAN—SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item” —means any item of supply (including construction material) that is—

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

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

(ii) 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) Items do not include bulk cargo, as defined in 46 U.S.C. 40302(d), 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 subcontractor 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 allowable overhead costs, but excluding profit.

Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

(i) An unmanufactured domestic end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(A) The cost of the 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 reasonable, or manufactured in sufficient and reasonable quantities, in which available commercial quantities of a satisfactory quality are treated as domestic.

(B) Scrap generated, collected, and prepared for processing in the United States is considered domestic;

(ii) (ii) The end product is a COTS item.

“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) An unmanufactured domestic end product (including any lower-tier subcontract), and any applicable duty (whether or not a duty-free entry certificate is issued), or

(5) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Representations and Certifications solicited for “Buy American Certificate.”

16. 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.

17. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTORY ORDERS—COMMERCIAL ITEMS (OCT 2010)

The contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(i) 52.200-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 [41 U.S.C. 731 note]), if the subcontract exceeds $5,000,000 and has performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or Federal criminal law shall be directed to the agency Inspector General, with a copy to the appropriate Pharmaceuticals and Chemicals Government.

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 633(2)(2) and (3)) in contracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-20, Equal Opportunity (JUL 2011) (41 U.S.C. 292), or

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212), or


18. OTHER COMPLIANCES (OCT 1999)

The contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

19. ENVIRONMENTAL PROTECTION (OCT 1999)

In performing this contract the contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

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 service 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 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.001 microcuries. Such items 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 item on notice as to the materials involved (OMB No. 1047-0009).

* The Laboratory Procurement Representative shall insert the number days required in advance of delivery of the item or completion of the servicing that assures that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 12.605(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 may submit the Notice of Laboratories, or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

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

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

21. AUTHORIZATION AND CONSENT (DEC 2007)

The Government authorizes and consents to all use and manufacture, in performing this contract any subcontract at any tier, of any invention described in and covered by a United States patent embodied in the structure or composition of any article of delivery which is accepted by the Laboratory or the contractor.

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 pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of any component herein 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 extend to the United States, or any subcontractor 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 shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to:

(i) 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 in the manner of performance of the services.

(ii) An infringement resulting from addition to or change in supplies or components made at the contractor’s request, at the Government’s request, or at the Government’s direction for delivery or performance; or

(iii) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

23. REFUND OF ROYALTIES (AUG 2002)

During performance of this Contract, if any royalties are being charged to the Laboratory or the Government as costs under this Contract, the Contractor agrees to submit for approval of the Government through the Laboratory, prior to the execution of any license or the performance of any license application, a statement of royalties paid or required to be paid in connection with such license or the performance of this contract, or an identification of applicable claims of specific patents or other bases upon which royalties are payable.

The term “royalties” as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of, or for rights in patents and patent applications that are used in the performance of this contract or any subcontract hereunder.

The Contractor shall furnish to the Government through the Laboratory, annually upon receipt of a statement showing the amount of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.

For all payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the Government. If the Government determines that such royalties or proposed payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Government.

Regardless of prior approval of the Laboratory or Government thereof, whether pursuant to a Secrecy Order under 35 U.S.C. 181 or other order, violation of this clause and an identification of applicable claims of specific patents or other bases upon which royalties are payable.

The Contractor agrees to include in the proposed royalty license agreement, the following information relating to each separate item of royalty:

(A) Name and address of licensor;

(B) Patent number and application serial number, or other basis on which the royalty is payable;

(C) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;

(D) Percentage or dollar rate of royalty per unit;

(E) Unit price of contract item;

(F) Number of units;

(G) Total dollar amount of royalties; and

24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2008)

The provisions of this clause shall be applicable only if the amount of this contract exceeds $100,000.

(a) The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
(b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed herein and the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and all information in the Contractor's possession which may be relevant to such claim or suit.

(c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed $100,000.

25. SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)

(a) Definitions. As used in this clause—

"Commercial item" means a commercial item that appears on the List of Uniquely Qualified HubZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern" means a small business concern that appears on the List of Qualifying Service-disabled Veteran-Owned Small Business Concerns maintained by the Small Business Administration.

"Veteran-owned small business concern" means a small business concern that appears on the List of Qualifying Veteran-Owned Small Business Concerns maintained by the Small Business Administration.

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


(i) Not less than 51 percent of which is owned by one or more service-disabled veterans,

(ii) whose management and daily business operations are controlled by one or more service-disabled veterans.


(3) 26.205-1, Use of Service-disabled Veteran-Owned Small Business Concerns (Apr 2014) (10 U.S.C. 2320c), if the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), and the subcontractor must include 26.205-1 in lower tier subcontracts that offer subcontracting opportunities.


(7) 26.227-77, Employment Rights Under the Equal Pay Act (Dec 2010) (E.O. 13665), if flow down is required in accordance with paragraph (a)(1) of FAR clause 22.227-77.


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

26. UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. As used in this contract—

"HubZone small business concern" means a small business concern that appears on the List of Qualifying HubZone Small Business Concerns maintained by the Small Business Administration.

"Limited liability company" means a small business concern that appears on the List of Limited Liability Companies maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern" means a small business concern that appears on the List of Qualifying Service-disabled Veteran-Owned Small Business Concerns maintained by the Small Business Administration.

(b) The Contractor shall comply with the policies of the United States that its prime contractors establish procedures to ensure the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HubZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(e) The Contractor shall confirm that a subcontractor representing itself as a HubZone small business concern is in fact a small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include:

(i) HubZone and/or small business concern search application web page at http://dsb.sba.gov/dsb/search/hubzonehubzone.cfm; or

(ii) http://www.sba.gov/hubzone;

(iii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW, Washington, DC 20416; or

(iv) The SBA HUBZone Help Desk at hubzone@sba.gov.

27. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or other agreements, such as PHS Act, Federal Acquisition Regulation 52.247-64, Prompt Payment Act.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, excluding subcontracts with small business concerns for the acquisition of commercial items.

28. LABORATORY SITE ACCESS AND/OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2014)

(a) Site Access

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the laboratory unless the activity is covered by an approved export or non-export control license or regulation, or the activity is covered by a security plan approved by the Secretary of Energy or his designees.

(b) Sensitive Visits

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, the time frames indicated above shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery period.

For assistance in preparing a request, contact the Argonne Technical Investigator associated with your activity.

29. 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 deemed exports which are any communication of technical data to a foreign national, whether it is a citizen, non-citizen or otherwise, whether the export or re-export is induced by the contractor or is the result of a contractor's action, including the communication of technical data (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or visits to contracts, through computer communications or any other means by which knowledge or information is transferred to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory controls the export of all export control laws and regulations to ensure its compliance with export controls. An export can occur through a variety of means, including oral communications, written documents, or electronic transfer of U.S. technologies. Export control laws and regulations cover technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. 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 Manager at Argonne to determine if a license is required prior to export.

To further ensure that you do not run the risk of exporting sensitive information or items while traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to your trip, presentations and discussions must be limited to only those topics that are not on the Non-Sensitive Subject List and the Argonne Science Technology Export Database list of controlled items or technologies unless they are ‘in the public domain’. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

31. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

(b) The contractor shall retain or have inserted the substance of this clause, including this paragraph (b), in all subcontract at all tiers, for subcontractors involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

32. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract shall be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 through section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR subpart 47.5.

(b) The contractor shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712, an Executive Order 13598, as amended and all other applicable law, regarding suspected fraud, conflict of interest, corruption, and any other 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 subcontract for a commercially available off-the-shelf item, to notify the Government on the subcontract or proposal for the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall 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.

(d) The contractor shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712, an Executive Order 13598, as amended and all other applicable law, regarding suspected fraud, conflict of interest, corruption, and any other 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.

33. 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 to the National Institute of Standards and Technology website at http://checklists.nist.gov.

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

Applies To Contracts That Exceed $30,000 In Value

4. As used in this clause—

(a) ‘Commercially available off-the-shelf (COTS) item,’ as used in this clause—

(i) Means any item of supply (including construction material) that—

(1) Is a Commercial item (as defined in paragraph (1) of the definition in FAR 2.101).

(2) Is sold in substantial quantities in the commercial marketplace; and

(3) Is offered to the Government under a contract or subcontract at any time without modification, in the same form in which it is sold in the commercial marketplace; and

(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.

(b) The Government suspends or debars Contractors to protect the Government’s interests.

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(b) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontract for a commercially available off-the-shelf item, to notify the Government on the subcontract or proposal for the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall 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 subcontract for a commercially available off-the-shelf item, to notify the Government on the subcontract or proposal for the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall 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.

(d) The contractor shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712, an Executive Order 13598, as amended and all other applicable law, regarding suspected fraud, conflict of interest, corruption, and any other 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.

(e) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontract for a commercially available off-the-shelf item, to notify the Government on the subcontract or proposal for the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall 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.

(f) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontract for a commercially available off-the-shelf item, to notify the Government on the subcontract or proposal for the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall 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.

35. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

In the event a Government or Laboratory vehicle (including Laboratory -rented vehicle) will be used in the course of work under this contract, contractor and/or government technology vehicles must maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

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

(a) Definitions. As used in this clause—

(i) “Driving” means operating a vehicle on an active roadway with the motor running, including while temporarily stationary (such as traffic, a traffic light, or a stop sign) or other road.

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

(iii) “Text messaging” means sending text messages or receiving text messages including any type of short message service texting, e-mailing, instant messaging, obtaining navigational information, browsing the internet, using any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway if it is safe and legal to park.

(b) This clause implements Executive Order 13598, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The contractor is encouraged to—

(i) Adopt and enforce policies that ban text messaging while driving—

(ii) Prohibit the use of text messaging while driving in any context where doing so might impair the Contractor’s ability to drive the vehicle safely, such as when the motor is running, when the vehicle is on a public roadway, or when the vehicle is stopped in a location where the motor is running.

(iii) Establish new rules and programs or re-evaluation of existing programs that prohibit the use of texting while driving.

(iv) 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.

37. INTEGRATION CLAUSE (OCT 1999)

This contract represents the full understanding of the parties and is the entirety of the 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.

38. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

(i) “Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/GTB_FAQs.html

(ii) “Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/GTB_FAQs.html

(iii) “Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/GTB_FAQs.html

(b) The contractor agrees that it does not will and will not maintain for its employees any segregated facilities at any of its establishments, and that it does not will and will not permit its employee to perform work on any of its establishments unless under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity Clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. EQUAL OPPORTUNITY (APR 2015)

(a) Definitions. As used in this clause—

(i) “Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/GTB_FAQs.html

(ii) “Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/GTB_FAQs.html

(iii) “Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/GTB_FAQs.html

(b) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
40. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 67-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that such terms and order of the subcontractor or vendor are effective.

(c) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter its defense of such litigation.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be resolved by the procedures in 41 CFR 60-1.1.

41. EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

(a) Definitions. As used in this clause—

(1) "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given in FAR 21.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

42. EMPLOYMENT REPORTS VETERANS (JUL 2014)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "active duty wartime or campaign badge veteran," and "recently separated veteran" have the meanings given in FAR 21.1301.

(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 (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;

(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 (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select any ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in the same way, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor.

(g) The Contractor shall submit the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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

(Applies to Contracts That Exceed $10,000 in Value)

During the term of this contract, the Contractor shall post an employee notice, of such size and such form and content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act and the Federal Contractor Veterans' Employment Report (VETS-100A Report) are employed relating 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 471.2(s) and 471.28.

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's offices and such places as shall be 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.

(2) Neither the Contractor nor any employee(s) it has or shall have any authority to post notices electronically, the Contractor shall also post the required notice electronically by displaying the notice on an internal intranet or website to all employees, or by using the Equal Employment Opportunity Commission's website for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department of Labor's Web site, as referenced in paragraph (a)(1), 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—


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

(3) Downloaded from the Office of Federal Contract Compliance Programs Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(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 its subcontractor fails or refuses to comply with the requirements set forth in paragraphs (a) through (f) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures and rules and regulations that implement the Executive Order.

44. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR2010)

(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. This notice, prescribed in the Department of Labor's regulations, informs 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. As a condition of doing business with the Federal government, the contractor is required to distribute this notice to employees, as well as to contractors and subcontractors. It provides contact information to the National Labor Relations Board (www.nlrb.gov), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the prescribed employee notice conspicuously in plants and offices where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically. Obtaining Copies of the Notice of Employee Rights

Executive Order 13496 Notice of Employee Rights, in Adobe Reader (.pdf) format, can be downloaded from the link:


If you are unable to download the notice, or if you seek a hard copy of the notice, you can send a request for a hard copy to the public.dol.gov or call (202) 693-0123. Contractors may also reproduce and use exact duplicate copies of the official notice.

Notice of Employee Rights Under Federal Labor Laws - 11x17-inch one-page format (PDF)

Notice of Employee Rights Under Federal Labor Laws - 11x8.5-inch two-page format (PDF)

45. TECHNICAL STANDARDS PROGRAM (FEB 2011)

This document 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 DOE Technical Standards, shall use technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:

1. 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 that are created or supported by the contractor, to the extent they will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.

4. Designate and provide a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.
5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in the Office of Contract Administration (COA). [Use Form DOE F 1300.2 (05/2010)].

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

46. 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 used, 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.
Suspect/Counterfeit Bolt Headmark List

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

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

Grade 5 fasteners with the following manufacturers' headmarks:

- MARK: J
  - MANUFACTURER: Jinn Her (TW*)

Grade 8 fasteners with the following manufacturers' headmarks:

- MARK: KS
  - MANUFACTURER: Kosaka Kogyo (JP)

- MARK: RT
  - MANUFACTURER: Takai Ltd. (JP)

- MARK: FM
  - MANUFACTURER: Fastener Co. of Japan (JP)

- MARK: KY
  - MANUFACTURER: Kyoei Mfg. (JP)

- MARK: J
  - MANUFACTURER: Jinn Her (TW)

Grade 8.2 fastener with the following headmark:

- MARK: KS
  - MANUFACTURER: Kosaka Kogyo (JP)

Grade A325 fasteners (Bennett Denver Target Only) with the following headmarks:

- MARK: A325 KS
  - MANUFACTURER: Kosaka Kogyo (JP)

Headmarkings are usually raised – sometimes indented.

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