APPENDIX A
ARGONNE TERMS AND CONDITIONS
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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 limited to the 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 performance 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 reperformance 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 otherwise comes to the attention of the contractor; 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 or 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 of the enemy, acts of the Government in either 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 knows or reasonably should know of any such occurrence. In the event the contractor specifies or delivers EnergyStar® qualified products or products described in Exhibit A to the contract, the full particulars in connection therewith shall be disclosed in a performance certificate, 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 destination set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory will make payment at the prices stipulated in this contract by check, 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 the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-861.

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 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 will be paid a percentage of the contract price for work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory using its standard record keeping 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.

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 termination 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 price for work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory using its standard record keeping 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 defaults in a manner which cannot be remedied or the occurrence of any 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 and all of its performance and remuneration if it is determined that the Laboratory improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

12. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (MAY 2014)

If this contract is for the manufacture of or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $15,000, and is subject to 41 U.S.C. chapter 65, the following terms and conditions apply:

(a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rules and regulations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and workers who work for a voluntary or nonprofit organization and are paid at least less than the minimum wage (see 41 CFR 50-202.3) to the extent that such employment is permitted under section 14 of the Fair Labor Standards Act (41 U.S.C. 653).

13. 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.

14. WARRANTY OF SUPPLIES (OCT 2015)

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

15. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory which signifies to the contractor that the work has been correctly performed and as an agent or as an owner of another, ownership of existing and identified supplies, or approves specific services, or as complete or partial performance of the contract.

(b) Nonwithstanding inspection and acceptance by the Laboratory or any provision pertaining to the conclusiveness thereof, the Contractor warrants that all services performed under this contract will be performed at the time and place and in the manner that is customary and in accordance with the requirements of this contract. The Laboratory Procurement Official shall give written notice of any defect or nonconformance to the Contractor... [Further details are available in the clause at FAR 52.201-2, Acceptance of Supplies, which is made available through the Internet at http://www.epa.gov/ insulation/epa_registerted_acceptance.pdf].

(c) If the Contractor is required to correct or reperform, it shall be at the cost of the Contractor and any services corrected or reperformed by the Contractor shall be subject to this clause.
to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Laboratory Procurement Official may, by contract or otherwise, correct or reperform with similar services and charge to the Contractor the cost occasioned to the Laboratory thereby, or make an equitable adjustment in the contract price.

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

16. BUY AMERICAN—SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

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

(1) Means any item of supply (including construction materials) that is—

(1) A, or an article (as defined in paragraph (1) of the definition at FAR 2.101),

(ii) Offered to the Government, under contract or subcontract at any tier without modification, in the same form in which it is sold in the commercial marketplace;

(iii) Does not contain a significant foreign component;

(iv) Does not contain any component of a significant foreign origin.

(b) The Contractor shall deliver only domestic end products except to the extent that such products are original equipment manufactured by the Government, and such delivery is necessary.

(c) The Contractor shall furnish to the Government through the Laboratory, annually upon request, a report indicating the number of days required in advance of delivery of the contract item or performance of the service item, to implement provisions of law or executive orders applicable to acquisition of commercial items:

(i) Five or more years after the effective date of FAR clause 52.222-14, Buy American—Supplies (MAY 2014).

(ii) Other than FAR clause 52.222-14, Buy American—Supplies (MAY 2014).

(d) The Contractor shall deliver only domestic end products except to the extent that such products are original equipment manufactured by the Government, and such delivery is necessary.

17. 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.

18. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERICAL 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) 52.203-11, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this requirement to the appropriate parties, all disclosures of violation of the Civil False Claims Act or Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(a)(2) and (3)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this requirement to the appropriate parties, the subcontractor must include 52.219-8 in lower tier subcontracts that deliver subcontracting opportunities.

(iii) 52.222-29, Equal Opportunity (MAR 2007) (E.O. 11246).


(vi) 52.222-38, Authorization and Consent (DEC 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(vii) Offers may be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(viii) 52.222-9, Authorization and Consent (MAR 2009) (22 U.S.C. 7104(g)).


(x) 52.222-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this requirement to the appropriate parties, all disclosures of violation of the Civil False Claims Act or Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(xi) 52.222-29, Equal Opportunity (MAR 2007) (E.O. 11246).


(xiv) 52.222-38, Authorization and Consent (DEC 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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(xvi) 52.222-9, Authorization and Consent (MAR 2009) (22 U.S.C. 7104(g)).

(xvii) 52.222-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this requirement to the appropriate parties, all disclosures of violation of the Civil False Claims Act or Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.


19. 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.

20. 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.
Regardless of prior Government or Laboratory approval of any individual payments or royalties, the Government may contest at any time the enforceability, validity, scope, or amount of any royalty report, and the Contractor agrees to provide the Government with all documentation and information related to the calculation or amount of royalties reported under the subcontract.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported under the subcontract exceeds $250.

(b) The Contractor's responsibility to comply with all applicable laws and regulations exists currently include: Cuba, Iran, Libya, North Korea, Sudan, Syria), specific approval of the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) is required for all companies engaged in these countries.

(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.

(a) The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported under the subcontract exceeds $250.

(f) Regardless of prior Government or Laboratory approval of any individual payments or royalties, the Government may contest at any time the enforceability, validity, scope, or amount of any royalty report, and the Contractor agrees to provide the Government with all documentation and information related to the calculation or amount of royalties reported under the subcontract.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties in all subcontracts at any tier in which the amount of royalties reported under the subcontract exceeds $250.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties in all subcontracts at any tier in which the amount of royalties reported under the subcontract exceeds $250.

(f) Regardless of prior Government or Laboratory approval of any individual payments or royalties, the Government may contest at any time the enforceability, validity, scope, or amount of any royalty report, and the Contractor agrees to provide the Government with all documentation and information related to the calculation or amount of royalties reported under the subcontract.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties in all subcontracts at any tier in which the amount of royalties reported under the subcontract exceeds $250.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties in all subcontracts at any tier in which the amount of royalties reported under the subcontract exceeds $250.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties in all subcontracts at any tier in which the amount of royalties reported under the subcontract exceeds $250.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties in all subcontracts at any tier in which the amount of royalties reported under the subcontract exceeds $250.

The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice of claim or patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

If any person files a claim or suit against the Contractor on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any furnish or work delivered hereunder, the Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Contractor pertaining to such suit or claim.

The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties in all subcontracts at any tier in which the amount of royalties reported under the subcontract exceeds $250.
35. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

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

36. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

Applies To Contracts That Exceed $35,000 In Value

(a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause—

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

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

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

(ii) Exempted from U.S. Government laws and regulations are used to conduct research or are part of the research efforts, the export control laws and regulations apply to the controlled items.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all solicitations and subcontracts.

31. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and 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 non-technical data, any materials or products delivered to foreign nationals while they are visiting the United States or other countries or while you are visiting foreign nationals, whether at the time it is or is not debarred, suspended, or proposed for debarment.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text and encourages the use of government policies and technologies that are controlled by U.S. export control laws or regulations to ensure its compliance with export controls.

Thus, if items (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations to ensure its compliance with export controls.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000, other than a subcontractor 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.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a subcontractor providing a commercially available off-the-shelf item that is debarred, suspended, or proposed for debarment.

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

(1) Exceeds $35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

37. 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 under this contract, contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

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

(a) Definitions. As used in this clause—

“Driving” includes operating a motor vehicle on an active roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

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

(c) The Contractor is encouraged to—

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

(2) Education, awareness, and other outreach to employees about the safety

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

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

(2) Establish new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving;

(3) Establish and consolidate work for or on behalf of the Government.

(4) Conduct initiatives in a manner commensurate with the size of the business, such as—

(a) Definitions. As used in this clause—

(1) Establishing new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving;

(b) Establish and consolidate work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(d) Establish and consolidate work for or on behalf of the Government.

(e) A text message is defined as any communication of technical data, including oral communications, written documentation, or transfer of U.S. computer software.

33. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at UCCHP 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 all solicitations and subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

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

(a) This contract and employees working on this contract will be subject to the whistleblower protection remedies in the Act provided in section 309 of the Federal Acquisition Regulations. In the event that the contractor learns of its employees whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and solicitations.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and solicitations.

(d) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving;

(e) Education, awareness, and other Outreach to employees about the safety

39. INTEGRATION CLAUSE (OCT 1999)

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

40. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

(1) The Atomic Energy Act of 1954, as amended;

(2) The Arms Export Control Act (22 U.S.C. 2751 et seq.);


(4) The Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);

(5) Assistance to Foreign Atomic Energy Activities (10 CFR part 810);

(6) Export and Import of Nuclear Equipment and Material (10 CFR part 110);

(7) International Traffic in Arms Regulations (ITAR) (22 CFR parts 120 through 130);

(8) Export Administration Regulations (EAR) (15 CFR parts 730 through 774); and

(9) Regulations administered by the Office of Foreign Assets Control (31 CFR parts 500 through 586).

In addition to the Federal laws and regulations cited above, National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Export Control Information establishes a national policy that, to the maximum extent possible, the products of fundamental research shall remain unrestricted. NSDD 189 provides that no restrictions may be placed upon the conduct or reporting of federally funded fundamental research that has not received national security classification, except as provided in applicable U.S. statutes. As a result, contracts confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities.

32. 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 proliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is excepted from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls.

An export control (export, re-export, or re-transfer) is defined as the transfer to a foreign national within the United States of any technical data, or the disclosure of such technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) is any information concerning negotiable items, by mail, by telephone or facsimile, through visits or workshops, or through computer networking is an export. If a foreign national observes equipment, or a 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 fully with all export control statutes and regulations. Thus, if items (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations to ensure its compliance with export controls.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000, other than a subcontractor 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.

(d) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000, other than a subcontractor 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.

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

(1) Exceeds $35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.
41. EQUAL OPPORTUNITY (APR 2015)

(a) Definition. As used in this clause, "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/regs contracted/FAQs.html.

(b) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and the Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs contracted/FAQs.html.

(c) The Contractor shall comply with Executive Order 11246, as amended, and the Contract Compliance Programs, and is found at www.dol.gov/ofccp/regs contracted/FAQs.html.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-11.1.

42. 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 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals with disabilities 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 that such terms and conditions may be excluded from covered subcontract or contract. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identity properly the parties and their undertakings.

43. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "recently separated veteran," and "veteran" have the meanings given at FAR 21.1202.

(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 number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The number of new employees hired during the period covered by the report, and of the total number of new employees hired in the period covered by the report that are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

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


(e) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(f) 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 an 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).

(g) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor’s knowledge of veterans status may be obtained in a variety of ways, 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. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(h) The Contractor shall not include the terms of this clause in subcontracts of $150,000 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 identity properly the parties and their undertakings.

44. EMPLOYMENT REPORTS VETERANS (FEB 2016)

(a) Definitions. As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran” have the meanings given in FAR 21.1202.

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

(2) The total number of new employees hired during the period covered by the report, and of the total number of new employees hired in the period covered by the report that are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

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


(e) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(f) 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 an 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).

(g) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor’s knowledge of veterans status may be obtained in a variety of ways, 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. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(h) The Contractor shall not include the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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

(Appplies To Contracts That Exceed $10,000 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 available to employees and applicants for employment the notices to be provided by the Contracting Officer that (i) apply to the contractor’s facilities; (ii) apply to the contractor’s facilities and its subcontractors; and (iii) apply to the contractor’s facilities and its subcontractors that have an aggregate value in excess of $10,000.

(b) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer advising the labor union or labor organization of the right of employees of the contractor to organize and bargain collectively through representatives of their own choosing, to engage in activities related to the performance of the contract.

(c) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations of the contractor.

(d) The Contractor shall provide to the OFCCP, or the OFCCP or the contractor’s audit or compliance agreement, an invitation to applicants to self-identify (in accordance with 29 CFR 471.2(d) and 471.3(d)) and, in a variety of ways, including both electronically and in the languages employees speak, in accordance with 29 CFR 471.2(d) and 471.3(d) that the contractor is an equal opportunity employer.”
46. 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. 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 protected concerted activity. Additionally, the notice provides examples of illegal conduct by employers and unions, and it provides contact information to the National Labor Relations Board (NLRB), the agency responsible for enforcing the NLRA. Federal contractors and subcontractors are required to post the prescribed employee notice conspicuously in plants and 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 not able to download the notice, or if you seek a hard copy of the notice, you can send a request to oirms-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)

47. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of DOE Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
   1.1. 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.)
   1.2. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
   1.3. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.
   1.4. 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 1 300.2 (05/2010)].
   1.5. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

48. 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.
# Suspect/Counterfeit Bolt Headmark List

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

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

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>![Grade 5 hexagon]</td>
<td>![Grade 8 hexagon]</td>
</tr>
</tbody>
</table>

Grade 5 fasteners with the following manufacturers' headmarks:

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

Grade 8 fasteners with the following manufacturers' headmarks:

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

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

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Suybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Infasco (CA, TW, JP, and YU) (Greater than 1/2-inch diameter)</td>
</tr>
</tbody>
</table>

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

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

Grade 8.2 fastener with the following headmark:

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

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

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

Headmarkings are usually raised – sometimes indented. *KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-the former Yugoslavia