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 subject to these Terms and Conditions. Any alteration, 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. If the Contractor accepts any supply or service that is nonconforming, the Contractor shall not be entitled to any increase in the contract price. The Laboratory may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Contractor shall not be entitled to any increase in the contract price.

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

4. CHANGES (OCT 1999)
Changes in the Terms and Conditions of this contract may be made only by written agreement of the parties.

5. EXCUSDAYS 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 war, acts of the Government in its sovereign or other specified event whose occurrence will terminate the period of performance. In the event of termination for cause, the Contractor shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Laboratory for any and all rights and remedies provided by law. If it is determined that the Laboratory improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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. The Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work of the contract performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Laboratory using its standard rate keeping and reimbursement 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 be paid a contract price reflecting the percentage of the work of the contract performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Laboratory using its standard rate keeping and reimbursement 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 be paid

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 is unwilling 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 and all rights and remedies provided by law. 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 tendered under this contract shall pass to the Laboratory upon acceptance, regardless of when or where the Laboratory takes physical possession of the items.

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. If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory. The Contractor shall have no right to replace any supplies or services not accepted by the Laboratory, and the Contractor shall not be entitled to any increase in the contract price.

14. WARRANTIES OF SERVICES (JUN 2014)
The contractor warrants that the services delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory. The Contractor shall have no right to replace any supplies or services not accepted by the Laboratory, and the Contractor shall not be entitled to any increase in the contract price.

15. BUY AMERICAN—SUPPLIES (MAY 2014)
(a) Definitions. As used in this clause—
"Commercially available off-the-shelf (COTS) item"—
(1) Means any item of supply (including construction material) that is—
(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101),
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

"Government Procurement—Off the Shelf"—
(1) Includes all Commercially Available Off-the-Shelf (COTS) items and all items of supply (including construction material) that are not COTS items and that meet all applicable Government procurement requirements, including mandatory buy American requirement.

(b) The Contractor shall—
(1) Provide to the Laborator y Procurement Official, responsible for administering the contract, a listing of all COTS items included in the contract.

(c) The Contractor shall—
(1) Identify all COTS items included in the contract.

16. WARRANTY OF SERVICES (JUN 2014)
The contractor warrants that the services delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory. The Contractor shall have no right to replace any supplies or services not accepted by the Laboratory, and the Contractor shall not be entitled to any increase in the contract price.
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and petroleum products.

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

“Cost components” means—

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

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit.

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

“Domestic end product” means—

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

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

(A) Sufficient to satisfy the performance requirements of any public facility, the contractor must include 52.219-8 in lower tier subcontracts that offer further subcontracting opportunities. If the subcontract (except a subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability entitled “Buy American Certificate.”

18. LIMITATION OF LIABILITY (OCT 1999)

Except as otherwise provided by an express or implied warranty, the contractor will not be liable to the Laboratory for consequential damages resulting from any defect or deficiencies in accepted items.

17. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE 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 commercial items:

(i) 52.209-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 3 (41 U.S.C. 371 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.209-15, Use of Small Business Concerns (May 2004) (15 U.S.C. 637(a)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of a public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]


(vii) 52.222-93, Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(viii) 52.222-54, Employment Eligibility Verification (August 2013).

(x) 52.201-7, Promoting Excessive Food Consumption by Food Service Organizations, (MARB 2009) (Pub. L. 110-247), Flow down required in accordance with paragraph (e) of FAR clause 52.222-6.

(xi) 52.247-80, Preference for Privately Owned U.S.-Flag Commercial Vessels (February 2006) (46 U.S.C. App. 121(h) and 701, U.S.C. 7601). Flow down required in accordance with paragraph (d) of FAR clause 52.247-4.


10. OTHER COMPLIANCES (OCT 1997)

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 applicable to its performance under this contract.

20. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

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

(i) Radioactive material requiring specific licensing under the regulations pursuant to the Atomic Energy Act of 1954, as amended, set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(ii) 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 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the material, the name and activity of the radioactive material, and any other information known to the Contractor which will put the users of the items on notice as to the hazards involved (OMB No. 9057-0017).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(i) Be submitted in writing;

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

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

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government or the Laboratory shall be clearly marked and labeled as radioactive.

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

21. AUTHORIZATION AND CONSENT (DEC 2007)

The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (except a patent issued upon an application that is now or may hereafter be withdrawn from issue pursuant to a Secrecy Order under 35 U.S.C. 151) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as “construction work”) under this contract, or out of any public facility. The Contractor agrees to indemnify the Government or the Laboratory of such supplies or construction work.

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

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

(a) The Contractor shall indemnify the Laboratory, the Government and their officers, agents, and employees, for all losses, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withdrawn from issue pursuant to a Secrecy Order under 35 U.S.C. 151) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as “construction work”) under this contract, or out of any public facility. The Contractor agrees to indemnify the Government or the Laboratory of such supplies or construction work.

This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government (with notice to the Laboratory) of the suit or action alleged to infringe such an invention 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 materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(ii) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance;

(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)

(a) During performance of this Contract, if any royalties are proposed to be charged to the Laboratory or the Government under this contract, the Contractor agrees to submit for approval of the Government through the Laboratory, prior to the execution of any license, the following information relating to each separate item of royalty:

(i) Name and address of licensor; (ii) Royalty item (See 12.505(a)(1)).

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government (with notice to the Laboratory) of the suit or action alleged to infringe such an invention 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 materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor; and

(ii) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance;

(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.
24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2005)

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 on 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 hereunder, the Contractor shall furnish such evidence and information as may be requested by the Government or the Laboratory, at the Contractor’s expense and in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government or the Laboratory, the Contractor shall furnish such evidence and information at the expense of the Government.

(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 (JUL 2014)

(a) Definitions. As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c) The Contractor shall insert the following clauses in subcontracts for commercial items.

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.


(iii) 52.219-1, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($5 million for construction of any public facility), the subcontractor must include 52.219-1 in lower tier subcontract that offer subcontracting opportunities.

(iv) 52.221-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4221(a)).


(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-50, Combatting Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).


(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

26. UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) 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.

(c) Definitions. As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—

(1) It has received certification as a small disadvantaged business concern consistent with the 13 CFR part 124, Subpart B; or

(ii) No material change in disadvantaged ownership and control has occurred since its certification; and

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.102.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)), or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) (1) 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 small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsb.sba.gov/dsb/search/dsp_searchhubzone.cfm; or

http://www.sba.gov/hubzone;

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

(iii) 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 subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(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 IOR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)

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 Director of this designee. All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assignees (on site for more than 30 days in a 12-month period). A certified host must be assigned as the primary sponsor. Form ANL-593 should be submitted as far in advance as possible (a minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive assignment or tracking visit). For assignments (more than 30 days) involving a foreign national from a “Sensitive Country” and/or access to a security area of the Laboratory or access to a sensitive subject, at least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE index check can be completed prior to approval. In such cases, a specific security plan is required to be submitted to the Foreign Visits and...
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 site at subcontractor Activity Participation.

Due to the large volume of Energy directives and Department of Commerce regulations, persons who are born in (and who are not naturalized U. S. Citizens) or are citizens of any “Terrorist Supporting Country” may not have access and/or participate in activities with Argonne National Laboratory. The requirement is to be followed down to all subcontractors at any tier.

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 governing export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical data (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits of workshops, or through computer networking is an export. If a foreign national observes equipment or a process constituting an export of defense or sensitive technical data, 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. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation

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 foreign policy interests. All persons engaged on DOE projects under which Argonne National Laboratory and its employees undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations that can further its compliance with export control requirements. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals, whether they are traveling within the United States or abroad. Technology Information (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits of workshops, or through computer networking is an export. If a foreign national observes equipment or a process constituting an export of defense or sensitive technical data, 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. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

31. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in all subcontracts at all tiers, for subcontracts 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 2004)
(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2010 (Pub. L. 111-280) and FAR 3.908
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulations
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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 software configurations available from the National Institute of Standards and Technology website at http://checklists.nist.gov.

34. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARIEMENT (DEC 2010)
Applies To Contracts That Exceed $30,000 in Value
(a) “Commercially available off-the-shelf (COTS) item,” used as defined in this clause—
(i) Means any item of supply (including construction material) that is—
(A) A commercial item (as defined in paragraph (d) of the definition in FAR 2.101), and
(B) Sold in substantial quantities in the commercial marketplace; and
(ii) Offered to the Government, under contracts at any tier without modification, in the same form in which it is sold in the commercial marketplace; and
(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.
(b) The contractor shall—or have the contractor, to protect the Government’s interests. Neither a subcontractor for a commercially available off-the-shelf item, the Contractor shall maintain 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 with a subcontractor providing a commercially available off-the-shelf item, to disclose the contractor’s intent to enter into such subcontract, with such subcontractor’s subcontractor, or its principals, to disclose untruthful, or proposed for debarment (see FAR 9.404 for information in the area of Award Management (SAM)). The contractor must include the following:
(1) The name of the subcontractor.
(2) The contractor’s knowledge of the reasons for the subcontractor being in the SAM.
(3) The contractor’s knowledge of whether the subcontractor is not debarred, suspended, or proposed for debarment.
(d) A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Representative, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information in the area of Award Management (SAM)). The notice must include the following:
(1) The name of the subcontractor.
(2) The contractor’s knowledge of the reasons for the subcontractor being in the SAM.
(3) The contractor’s knowledge of whether the subcontractor is not debarred, suspended, or proposed for debarment.
(e) Subcontracts. Unless this is a subcontract for 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) Is less than $30,000, or
(2) Is not a subcontract for commercially available off-the-shelf items.

35. 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 coverage shall be primary.

36. ENCOURAGING CONTRACTORS TO BAN TEXT MESSAGING WHILE DRIVING (AUGUST 2011)
(a) Definitions. As used in this clause—
“Driving” means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise
(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—
(A) Contractor employees driving government-owned or government-leased vehicles,
(B) Privately-owned vehicles when on official Government business or when using the vehicle in furtherance of the Government
(2) Conduct initiatives in a manner commensurate with the size of the business, such as—
(A) Establishment of new rules or programs or re-evaluation of existing programs to prohibit text messaging while driving;
(B) Education, awareness, and 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 entire agreement between the parties. All negotiations and agreements, whether oral or written, are included in this contract and there are no understandings or agreements other than those incorporated into this contract.

38. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessarily dressing or sleeping areas provided to assure privacy between the sexes.
(b) The contractor agrees to provide separate work areas for men and women and to provide any other reasonable changes in language that may be appropriate to address the need and impact and there are no understandings or agreements other than those incorporated into this contract.

39. 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 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, so that such provisions will be binding upon each subcontractor or vendor. 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 identify properly the parties and their undertakings.

40. EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
(a) Definitions. As used in this clause—
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 at 38 U.S.C., § 5101.

(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.

43. 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 Federal Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor’s regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity. Additionally, the notice provides examples of illegal conduct by employers and unions, and 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 not able to download the notice, or if you seek a hard copy of the notice, you can send a request to olms-public@dol.gov or call (202) 693-0123. Contractors may also reproduce and use other 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 - 11x5.5-inch two-page format (PDF)

44. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
   1. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical.
   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.
   3. Provide support for a coordinator for technical standards activities, including assistance to the appropriate Subject Matter Experts to review draft DOE Technical Standards.

2. 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). 

3. Flow down this requirement to subcontractors at a level to the extent necessary to ensure the contractor’s compliance with these requirements.

45. 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 Laboratory shall include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall promptly report to the Laboratory, as of the date of discovery, any fraudulent, counterfeit, or other materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, remanufactured, remanufactured, or produced in a manner not consistent with the specifications.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; mounting, rigging, and lifting equipment; cranes; hoists; valves; pipe 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 shall, prior to the Laboratory's acceptance of the associated materials or items, identify, segregate, and report such information or items, at no cost, and identify, segregate, and report such information or items, to cognizant Department of Energy officials.
**ATTACHMENT I TO SUSPECT/COUNTERFEIT PARTS CLAUSE**

**SUSPECT/COUNTERFEIT PART**

**HEADMARK LIST**

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS

- **Grade 5**
- **Grade 8**

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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

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<td>H</td>
<td>Hinomoto Metal (JP)</td>
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<td>Minamida Sleybo (JP)</td>
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<td>Minato Kogyo (JP)</td>
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<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU)</td>
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<td>E</td>
<td>Daiei (JP)</td>
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GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

- **KS** Kosaka Kogyo (JP)

GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

Type 1

- **A325 KS** Kosaka Kogyo (JP)

Type 2

- **A325 KS** Kosaka Kogyo (JP)

Type 3

- **A325 KS** Kosaka Kogyo (JP)

Headmarkings are usually raised – sometimes indented.

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

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

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