# 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 strictly limited to these Terms and Conditions. An 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 or acceptance 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 (b) before any financial 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 his 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 (JUNE 2007)
(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order, designate or require the contractor to be a change order, make changes in the work within the general scope of the contract, including changes—
(1) in the specifications (including drawings and designs);
(2) in the method of performance of the work;
(3) in the Government-furnished property or services; or
(4) in the contract price, including any adjustment and modification in the contract.
(b) Any other written or oral order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause. Provided, that the Contractor giving the Contracting Officer written notice stating—
(1) the date, circumstances, and source of the order; and
(2) that the Contractor regards the order as a change order.
(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer may be treated as a change order unless the Contractor shall be notified thereof in writing, and provided, that the contractor shall be allowed a reasonable opportunity to receive and consider the proposed changes, and if the contractor fails to notify the Contracting Officer in writing that he will not agree to the proposed changes, within a reasonable time after receipt thereof, the changes shall become effective.
(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contractor shall make an equitable adjustment and notify the Contracting Officer in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be allowed if the Contractor was aware or should have been aware of the conditions giving rise to the change before the Contractor was given written notice thereof as required by this paragraph. The Contractor shall give the Contractor written notice stating—
(1) the date, circumstances, and source of the order; and
(2) that the Contractor regards the order as a change order.
(e) The Contractor must assert its right to an adjustment under this clause within 30 days after
soon as it is reasonably possible after the commencement of any excusable delay, setting forth the
weather, and delays of common carriers. The contractor shall notify the Laboratory in writing as
contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe
beyond the reasonable control of the contractor and without its fault or negligence such as, acts of
full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch,
(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after
final payment under this contract.

5. EXCUSABLE DELAYS (OCT 1999)
The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the contractor’s control and without such fault or negligence as acts of God or the public enemy, acts of the Laboratory, 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 is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Laboratory of the cessation of such occurrence.

6. PAYMENTS (FEB 2004)
(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destination set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic fund transfers, or by the parties otherwise agreed. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received by 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) acceptance—
(1) Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property—Contractor Requirements, the Contractor’s “IDENTIFICATION” that has been purchased by the contractor in the performance of the contract for which the contractor is entitled to be reimbursed therefor, including a direct item of cost under this contract, and for which the contractor has included in the contract price such property.
(2) ALL INVOICES submitted under contracts which contain Argonne Form PD-150 Control of Government Property – Contractor Requirements, Shall be accompanied by the complete prescribed Argonne National Laboratory Subcontract Management Government Property Acquisition Record, ANL-86-133.
THE LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL- 86-133 IS INCLUDED WITH ALL INVOICES REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.
(c) Submission of Transportation Documents
(A) By the Contractor—
(1) A Contractor shall notify, by return mail, the address identified below, for prepayment audit of transportation documents on which the United States will assume freight charges, the amounts for which were paid—
(A) By the Contractor and added to the invoice for contractor supplied goods and/or services.
(B) By a first-tier subcontractor and added to the invoice for contractor supplied goods and/or services.

7. BANKRUPTCY (JUL 1995)
In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall state the date of filing of the petition in the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court where filed, the number of the case, and a listing of Laboratory contract numbers and amounts for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

8. RISK OF LOSS (OCT 1999)
Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the contractor until, and shall pass to the Laboratory upon—
(a) Delivery of the supplies to a carrier in transportation at its f.o.b. origin; or
(b) Delivery of the supplies to the Laboratory at the destination specified in the contract, if transportation is f.o.b. destination.

9. TAXES (OCT 1999)
The contract price includes all applicable Federal, State, and local taxes and duties.

10. TERMINATION FOR THE LABORATORY’S CONVENIENCE (OCT 1999)
The Laboratory reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work on the contract. The contractor shall, to the extent practicable, no later than 30 days before the effective date of such termination for convenience, prepare and file with the Contracting Officer a statement of its claims for money damages resulting from the termination, plus an offer to assign all rights to the claims to the Laboratory. If the contractor demonstrates to the Laboratory’s satisfaction that the contractor’s use of the laboratory did not violate the contract and that the contractor’s use of the laboratory was for the benefit of the Laboratory, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus an offer to assign all rights to the claims to the Laboratory. If the contractor is paid the percentage of the contract price specified in the preceding sentence, 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.

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 fails to provide adequate performance, with the result that the contractor’s performance falls below a reasonable standard of performance. In the event of termination for cause, the Laboratory shall not be liable to the contractor for any and all rights and remedies provided by law. It is determined that the contractor is in material default under the contract, or the contractor has failed to provide adequate performance.

12. TITLE (OCT 1999)
Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Laboratory takes physical possession.

13. WARRANTY OF SUPPLIES (DEC 2011)
The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Energy Consuming Products
When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products containing Energy Star® labeled components. Energy Efficiency and Management Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available from EnergyStar® at http://www.energystar.gov/products and FEMP at http://www.eere.energy.gov/femp/procurement/eep_requirements.cfm.


14. WARRANTY OF SERVICES (MAY 2001)
(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
(b)_RIGHT TO INSPECT CONTRACTOR WORK. The Laboratory or any person provisions concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Laboratory Procurement Official shall give written notice of any defect or nonconformance to the Contractor. The Laboratory Procurement Official shall give written notice of any defect or nonconformance to the Contractor. If the Contractor is required to correct or reperform, it shall be at his cost to the Laboratory 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
replace with similar services and charge to the Contractor the cost occasioned to the Laboratory thereby, or make an equitable adjustment in the contract price.

15. 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.

16. 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 acquisitions of commercial items:

(i) 52.211-11, 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 clause to identify the appropriate provision or disclosures of the False Claims Act or of Federal criminal law, it shall be directed to the agency Office of the Inspector General, with a copy to the subcontracting Officer.

(ii) 52.218-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1,500,000 for construction of any public facility), the subcontractor must include 52.218-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)

(iv) 52.222-25, Equal Opportunity (MAR 2007) (E.O. 11246).


(viii) 52.222-59, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 71104(f)). Alternate I.


(x) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xii) 52.226-4, Promoting Export Diversity to Nonprofit Organizations, (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (d) of FAR clause 52.226-6.

(xviii) 52.247-4, Preference for Privately Owned U.S.-Flag Commercial Vessels (February 2006) (46 U.S.C. Appx 1243(b) and 10 U.S.C. 263s). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

17. OTHER COMPLIANCE ORDERS (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.

18. 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.

19. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

(1) “Energy-efficient product” means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria or standards or is in the upper 20 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(ii) Is a high-efficiency energy-consuming product, a system designed or procured for combat or combat-related missions (42 U.S.C. 8299a).

(b) The contractor shall ensure that energy-consuming products are energy-efficient products (i.e., ENERGY STAR® designated products or FEMP-designated products) at the time of contract award, for products that—

(1) Are purchased by the contractor; or

(2) Are acquired by the contractor for use in performing services at a Federally-controlled facility.

(c) Furnish the contractor with the use and disposal of such products as may be required by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply—

(i) To an infringement resulting from compliance with specific written instructions of the Laboratory or from use of products described by the Contractor to be delivered to the contractor or 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 arising from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or

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

23. REFUND OF ROYALTIES (AUG 2002)

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

(1) Name and address of licensor;

(2) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;

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

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

(5) Units of quantity;

(6) Number of units;

(7) Total dollar amount of royalties; and

(8) A copy of the proposed license agreement.

(b) If specifically requested by the Government through the Laboratory, the Contractor shall furnish the Government any or all of the royalty information required by this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.

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

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

(e) For royalty payments under license entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such payments have been approved by the Government. If the Government determines that existing or proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Government.

(f) Regarding the prior Government or Laboratory approval of any individual or royalties, the Government may contest at any time the enforceability, validity, scope of, or title to a patent for which the Contractor makes a royalty payment.

(g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of any royalties to which this clause applies, the Contractor shall promptly notify the Government through the Laboratory of such fact and shall promptly reimburse the Government for any refunds received or royalties paid after having received notice of such relief.

(h) 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 required during negotiation of the subcontract exceeds $250.

24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

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 writing, any written demand of infringement of any patent or copyright or infringement arising out of the performance of this contract or out of any supplies furnished or work or services performed hereunder, the Contractor shall
25. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

"Subcontract" means—

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

(2) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as security for debt, for the payment of which the debtor is not reasonably able to repay without the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minor impact or involvement in contract performance.

"Forced labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By Means of the abuse or threatened abuse of law or the legal process.

"Forced labor" includes—

(1) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through threat or use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(2) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Survival of trafficking in persons" includes—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age;

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through threat or use of force, fraud, or coercion, for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractors at all tiers shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero-tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy; such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract;

(6) Suspension or debarment.

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a mitigating factor. Persons aware of evidence of small disadvantaged business misconduct when determining remedies. Additional information about Trafficicking in Persons and effective use of awareness programs can be found at the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

26. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

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

"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 (including prime contractors at all tiers) to incorporate, commercial item or nondevelopmental item and noncommercial item components of items to be supplied under this contract.

(c) The Contractor shall insert the following clause in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-309, Title VI, Chapter 1, 41 U.S.C. 602(c)); if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days.

(ii) 52.203-21, Involuntary Servitude or Slavery (Feb 2009) (22 U.S.C. 7104(g) (ii)).

(iii) 52.219-5, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(a)(2) and 13 CFR 121.502). Further subcontracting is prohibited to the extent of the subcontracted work. Subcontracts (other than subcontracted small business concerns) exceed $500,000 ($1.5 million for construction of any public facility) and subcontracts are not subcontracted at a lower tier subcontractor that offers subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000, then subcontracts (except subcontracted small business concerns) are to be awarded to small business concerns unless the subcontractor is unable to subcontract at a lower tier subcontractor at an alternate location.

27. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(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 let by any Federal agency, including contracts and subcontracts for commercial items, small business concerns, small disadvantaged business concerns, and women-owned small business concerns, except where the Contractor has agreed to indemnify the Government or the Laboratory.

(b) The Contractor shall furnish to the Government, when requested by the Government or the Laboratory, all information and data required in accordance with paragraph (f) of FAR clause 52.222-40.

(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" means—

(1) 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

(2) 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-owned public concern, by a spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(2).

"Small business concern" means a business concern as defined in Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Women-owned business concern" means a small business concern which represents, as part of its offer that—

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

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

(3) It owns the majority of the stock of which it 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 124.502(b);

(4) It is identified, on the date of its representation, as a small disadvantaged business concern by the Small Business Administration, or

(5) It represents itself as a small disadvantaged business (SBDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by an individual or individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 13 CFR 124.104); the majority of which is owned by one or more individuals, at least 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.

"Management and daily business operations" means the activities of—

(a) Contractors acting in good faith may rely on representations by their subcontractors, but if a contractor has reasonable cause to doubt the accuracy of a representation, a service-disabled small business concern, a service-disabled veteran-owned small business concern, or a women-owned small business concern.

(b) The Contractor shall require a subcontractor representing itself as a HUBZone small business concern to be certified by the Small Business Administration by accessing the Small Business Database (SBD) database maintained by the Small Business Administration, or

(c) In access to the Small Business Database (SBD) database maintained by the SBA, the SBA shall have the authority to verify the information provided by the Contractor.

28. LABORATORY SITE ACCESS AND/OR 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 in accordance with laboratory policy at 10 CFR 830.252, Title VI, Chapter 1, 41 U.S.C. 602(c)); if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In the absence of such a clause, the laboratory may permit access at its discretion, or may not permit access at all, without providing a specific reason. In the case of the submission of Form ANL-593, non-U.S. citizens are either visitors (on site for 30 days or less) or employees (in residence for more than 30 days). A visitor to the laboratory may not be assigned to perform tasks for each visit or assignment. 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 country assignment or visit or sensitive 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
29. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, 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. The contractor's obligations 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 such violation.

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

The United States is committed to encouraging technology exchanges that are consistent with U.S. national security and nonproliferation objectives. Argonne National Laboratory (ANL) 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, and ensure compliance with its export control policies.

An export can occur through a variety of means, including oral communications, written documents, and transfer of U.S. controlled items to foreign nationals. Technology transferred to foreign nationals while they are visiting the United States or other countries or while you are visiting their country is considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies.

Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Information proprietary to the contractor

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne for assistance in determining if a license is required prior to export.

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to your trip, presentations and discussions are limited to only people not on the DOE Sensitive Subject List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

31. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10CFR Part 708 for work performed on behalf of DOE directly related to activities at or for Argonne National Laboratory.

(b) The contractor shall or has inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at or for Argonne National Laboratory.

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

Applies To Contracts That Exceed $30,000 In Value

(a) Definition—Commercially available off-the-shelf (COTS) item; as used in this clause—

(1) means any item or software (commercial) that is—

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

(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

(b) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as shipments limited to only people not on the DOE Sensitive Subject List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

(c) The contractor shall insert or have inserted the substance of this clause, including this paragraph (c), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at or for Argonne National Laboratory.

(d) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value, to certify in writing that it is not a COTS item, as defined in paragraph (1) of FAR 2.101.

(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) of this clause, in all subcontracts in which the subcontractor is proposed for debarment, or has been debarred, or in which the subcontractor is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

1. The name of the subcontractor.
2. The Contractor’s knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
3. The compelling reason(s) for doing business with the subcontractor notwithstanding the contractor’s knowledge or awareness of the contractor’s inclusion in the Excluded Parties List System.
4. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific laws for the party’s suspension, debarment, or proposed debarment.

33. 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 during the term of this contract, at no additional cost to the Government, adequate liability coverage for property damage and bodily injury and such insurance shall be primary.

34. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 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) Contractor shall comply with the Equal Opportunity clause of this contract.

(c) The Contractor is encouraged to—

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

(i) Company-owned or -rented vehicles or Government-owned vehicles;

(ii) Privately-owned vehicles when on official Government business or when participating in Government sponsored activities;

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

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

(ii) Education, awareness, and training of 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.

35. 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 incorporated into this contract and there are no understandings or agreements other than those incorporated into this contract.

36. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and washrooms, 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 a4 explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because they have been operated in violation of applicable laws.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform work at or for any location so or for which segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of one of the Equal Opportunity clause in this contract.

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

37. EMPLOYMENT REPORTS VETERANS (SEPT 2010)

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

(a) Definitions. As used in this clause—

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

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

(1) The total number of the contracts, by job category and hiring location, which are, or were, either Armed Forces service veterans, disabled veterans, or recently separated veterans,

(2) The total number of the contracts, by job category and hiring location, which are, or were, either Armed Forces service veterans, disabled veterans, or recently separated veterans,

(3) The total number of the contracts, by job category and hiring location, which are, or were, either Armed Forces service veterans, disabled veterans, or recently separated veterans,

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

(d) The Employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total hires, levels, and maximum and minimum number of employees, during the most recent 12-month period, prior to 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 prior to the 10th day of the month in which the report is due.

(e) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 C.F.R. 60-250.41), the contractor’s knowledge of veterans status by the contractor. This paragraph does not relieve an employer of liability for liability for discrimination under the Equal Employment Opportunity Act.

(f) 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.
38. NOTIFICATION OF EMPLOYMENT 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 in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and 29 CFR 471.3.

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

(ii) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department’s Web site shall be referenced in 29 CFR 471(b)(3) of this section.

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

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Mangement Standards, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Mangement Standards or Office of Federal Contract Compliance Programs;

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

(3) Downloaded from the Office of Labor-Mangement Standards Web site at http://www.dol.gov/olms/regs/compliance/OEL13496.htm; or

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

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

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

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontractor

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

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

(g) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(h) Nothing in this clause or subsection (c) of this clause is intended to be a waiver by the Department of Labor of any unlawful discrimination or other violation of the law.

39. NOTIFICATION OF EMPLOYMENT 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 employees in the private sector. See 29 CFR 471.2(d) and 29 CFR 471.3 and the NLRA notice described in 29 CFR 471.2(d).

(a) Contractor requirements. Inform 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 that contractors must give to employees includes examples of illegal anti-union activity by both employers and unions, and 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 containing the required content in their places of business where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted both physically and electronically. Obtaining Copies of the Notice of Employee Rights

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

If you are unable to download the notice, or if you seek a hard copy of the notice, you can send a request to olms-public@dol.gov (call (202) 693-0213. Contractors may also reproduce and use exact duplicates of the official notice.

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

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

40. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Applies to:

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

(ii) Construction;

(2) Has a value of more than $3,000; and

(3) Includes work performed in the United States.

(a) As used in this clause—

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

(1) Means any item of supply that

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

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

(C) Is offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as shipping containers or mats and, as defined in 48 CFR 25.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogeneous characteristics. Bulk cargo loaded into intermodal equipment, except

LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

(ii) “Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

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

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

(iii) “Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontracts.

(iv) “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(v) “United States” is defined in 46 U.S.C. 11018(e), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) In the event that the Federal Contractor in E-Verify at time of contract award, the Contractor shall—

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

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, the Contractor shall verify all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Enroll all subcontractors. Within 30 calendar days of enrollment in the E-Verify program, the Contractor shall enroll all subcontractors. Within 30 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section).

(2) If the Contractor is not an institution of higher education as defined at 20 U.S.C. 1001(a)(1), a State or local government in the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a State or local government in the government of a Federally recognized Indian tribe, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires.

(c) The Contractor is an institution of higher education as defined at 20 U.S.C. 1001(a)(1), and the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award. The Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(ii) Enroll, Enter a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(iii) Enroll and verify all new employees prior to the establishment of an E-Verify program, the Contractor shall enroll and verify all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section).

(3) If the Contractor is an institution of higher education as defined at 20 U.S.C. 1001(a)(1), a State or local government in the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a State or local government in the government of a Federally recognized Indian tribe, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires.

(4) If the Contractor is an institution of higher education as defined at 20 U.S.C. 1001(a)(1), a State or local government in the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a State or local government in the government of a Federally recognized Indian tribe, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires.

41. 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, must:

(a) Actively participate in the development of DOE Technical Standards, using DOE project cost estimates and DOE Project Documentation.

(b) Develop and maintain technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:

(i) Take a lead role in the development of DOE Technical Standards.

(ii) Develop and maintain technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:

(i) Take a lead role in the development of DOE Technical Standards.
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

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

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

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

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

42. 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 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:

- J
  - Manufacturer: Jinn Her (TW)

Grade 8 fasteners with the following manufacturers' headmarks:

- A
  - Manufacturer: Asahi Mfg. (JP)
- NF
  - Manufacturer: Nippon Fasteners (JP)
- H
  - Manufacturer: Hinomoto Metal (JP)
- M
  - Manufacturer: Minamida Sinyo (JP)
- MS
  - Manufacturer: Minato Kogyo (JP)
- Hollow Triangle
  - Manufacturers: Infasco (CA TW JP YU) (Greater than 1/2 inch dia)
- E
  - Manufacturer: Daiel (JP)
- UNY
  - Manufacturer: Unyrite (JP)

Grade 8.2 fasteners with the following headmarks:

- KS
  - Manufacturer: Kosaka Kogyo (JP)

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

- Type 1
  - A325 KS
  - Manufacturer: Kosaka Kogyo (JP)
- Type 2
  - A325 KS
- Type 3
  - A325 KS

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