APPENDIX A
ARGONNE TERMS AND CONDITIONS
(FOR COMMERCIAL ITEMS)

1. Acceptance (Oct 1999)......................................................................................................................... 2
2. Inspection (Oct 1999)................................................................................................................................. 2
3. Assignment (Oct 1999).............................................................................................................................. 2
4. Changes (Oct 1999)...................................................................................................................................... 2
5. Excusable Delays (Oct 1999).................................................................................................................... 2
6. Payments (Feb 2004)................................................................................................................................. 2
7. Bankruptcy (Jul 1995)............................................................................................................................... 2
8. Risk Of Loss (Oct 1999)........................................................................................................................... 2
9. Taxes (Oct 1999)....................................................................................................................................... 2
10. Termination For The Laboratory's Convenience (Oct 1999)...................................................................... 2
11. Termination For Cause (Oct 1999)........................................................................................................... 2
12. Title (Oct 1999)....................................................................................................................................... 2
13. Warranty Of Supplies (Dec 2011)............................................................................................................ 2
14. Warranty Of Services (May 2001)............................................................................................................ 2
15. Buy American—Supplies (May 2014)....................................................................................................... 2
16. Limitation Of Liability (Oct 1999).......................................................................................................... 3
17. Contract Terms And Conditions Required To Implement Statutes Or Executive Orders--Commercial Items (Oct 2010).................................................................................................................................................. 3
18. Other Compliances (Oct 1999)............................................................................................................... 3
19. Environmental Protection (Oct 1999)...................................................................................................... 3
22. Patent Indemnity - Supplies And Services (Apr 1984)............................................................................... 3
23. Refund Of Royalties (Aug 2002)............................................................................................................. 3
25. Subcontracts For Commercial Items (Jul 2014).................................................................................... 4
26. Utilization Of Small Business Concerns (May 2014).............................................................................. 4
27. Providing Accelerated Payment To Small Business Subcontractors (Dec2013)................................. 4
28. Laboratory Site Access And /Or Participation In Activities By Non-U.S. Nationals (Dec 2004)......... 4
30. Export Control Information For Foreign Travel (Nov 2002)................................................................. 5
31. Whistleblower Protection For Contractor Employees (Dec 2000)....................................................... 5
32. Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)........................................................................................................................................ 5
33. Information Technology Acquisitions (March 2009)........................................................................... 5
34. Protecting The Government’s Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Dec 2010).................................................................................................................. 5
35. Vehicle Liability Insurance Coverage (August 2001)........................................................................... 5
36. Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)........................ 5
37. Integration Clause (Oct 1999)................................................................................................................ 5
38. Prohibition Of Segregated Facilities (Feb 1999).................................................................................... 5
39. Equal Opportunity For Workers With Disabilities (Jul 2014)............................................................. 5
40. Equal Opportunity For Veterans (Jul 2014).......................................................................................... 5
41. Employment Reports Veterans (Jul 2014)............................................................................................. 6
42. Notification Of Employee Rights Under The National Labor Relations Act (Dec 2010).................. 6
44. Technical Standards Program (Feb 2011)............................................................................................. 6
45. Suspect Counterfeit Parts (December 2007)......................................................................................... 6
1. ACCEPTANCE (OCT 1999)
Acceptance of this Purchase Order or contract (hereinafter called the “contract”) must be in accordance with and be 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 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.

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

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

5. EXCUSABLE DELAYS (OCT 1999)
The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or God’s enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the Laboratory in writing as soon as it becomes reasonably possible after the commencement of any excusable delay, setting forth in full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Laboratory of the cessation of such occurrence.

6. PAYMENTS (FEB 2004)
(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall pay the contractor on the last business day of the month in which the contractor’s performance has been accepted.

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 Officer for administration of the contract. Notice of any default or nonperformance shall be given at the expiration of five (5) days of the completion of the procedures relating to bankruptcy. Failure to give notice shall cause the contract to be terminated. 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.

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, if transportation is f.o.b. origin.

(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. If such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its supplies and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract amount reflecting the work performed prior to the date of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory that are not recoverable from the Government. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose.

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 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 amounts not recovered and reimbursable therefor. 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, all items furnished under this contract shall pass to the Government upon acceptance, regardless of where 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 the contract.

14. 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 the contract.

15. BUY AMERICAN—SUPPLIES (MAY 2014)
(a) Definitions. As used in this clause—
"Commercially available off-the-shelf (COTS) item" means—
(i) A commercial item as defined in (1) of the definition of COTS item 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
The contractor shall comply with all applicable Federal, State and local laws, executive orders, and regulations. The contractor shall notify the Laboratory Procurement Representative or designee, in writing, of any change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts. The contractor may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall —

(1) Be submitted in writing; and

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

(3) Cite the contract number on which the prior notification was submitted and the contracting officer to whom it was submitted.

(2) The Contractor shall deliver only domestic end products except to the extent that specified delivery of foreign end products in the Representations and Certifications for the solicitation entitled "Buy American Certificate."
24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

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

(1) The Contractor shall include in all subcontracts with any tier thereof in which the amount of royalties reported during negotiation of the subcontract exceeds $250.

(2) The Contractor shall furnish such evidence and information at the expense of the Contractor to determine the extent of the Contractor's compliance with this clause.

Definitions.

“Commercial item” has the meaning contained in 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.

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

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 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) 52.219-8, 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 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.


(vi) 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.

(vii) 52.225-20, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).


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

(2) Whose management and daily business operations are controlled by one or more 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 veterans; and

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

*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 meets the SDB eligibility criteria of 13 CFR 124.2002.

*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.

(2) Whose management and daily business operations are controlled by one or more veterans, 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 subcontractor is certified 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://sdb.sba.gov/sdbs/search/dsp_search/hubzone.cfm; or

(ii) www.sba.gov/hubzone.

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

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

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

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.

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

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 or his 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 for all requests. 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 a non-sensitive country assignment or assignment). 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
For assistance in preparing a request, contact the Argonne Technical Investigator associated with your name at subcontractor.

Activity Participation
Due to the nature 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 be denied access and/or participation in activities with Argonne National Laboratory. The requirement is to be flowed-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 concerning export or re-export. This includes deemed exports which are any communication of technical data to foreign nationals, wherever located in the United States or abroad. Technical data (providing to a foreign national verbally, by mail, by telephone or facsimile, through visits of work, or through computer networking is an export. If a foreign national observes equipment or a process, it may constitute an export of technical data, if significant details are revealed. It is solely the contractor's obligation to obtain all appropriate export licenses, keep required records, and comply fully with all export control statutes and regulations. 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 from 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 non-proliferation objectives. Adherence to the Export Administration Act and its implementing regulations that control exports and re-exports of controlled items or technologies unless they are in the public domain. Further elaboration, or not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to (iii) offered to the Government, under a contract or subcontract at any tier, (ii) a commercial item (as defined in paragraph (1) of the definition in FAR 2.101); and (iii) offered to the Government, under a contract or subcontract at any tier,

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 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 2011)

(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 2013 (Pub. L. 112-259) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblowers' rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulations. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition thresholds.

33. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology policy and requirements, including use of common standards 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 DEBARTMENT (DEC 2010)

(a) Applies To Contracts That Exceed $30,000 in Value

(i) "Commercially available-off-the-shelf (COTS) item", as used in this clause—

(ii) "Sold in substantial quantities in the commercial marketplace; and

(d) 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.

The contractor shall suspend or debar the Contractor to protect the Government's interests. Otherwise than for a subcontractor commercially available-off-the-shelf item, the contractor shall notify the Government 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 $50,000, other than a subcontractor providing a commercially available-off-the-shelf item, to disclose to the contractor the Contractor's knowledge of the reasons for the subcontractor being in the SAM. 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—

(ii) sold in substantial quantities in the commercial marketplace; and

(b) Subcontracts. 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—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.201);

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

(i) Not offered to the Government, under a contract or subcontract at any tier; or

(iii) Not offered to the Government, under a contract or subcontract at any tier; or

(f) Reviews and processes 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 basis for the party's debarment, suspension, or proposed debarment.

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

(a) Definitions. As used in this clause—

(i) "Driving"—

(ii) "Text messaging"—

(b) The Contractor is encouraged to—

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

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), 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 between the parties have been merged into the contract and there are no understandings or agreements other than those incorporated into this contract.

38. PROHIBITION OF SEGREGATED FACILITIES (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 or implicit standards or policies. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) The contractor agrees that it will 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 for the Government or the United States at any location under its contract, where segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

39. EQUAL OPPORTUNITY 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.

(c) 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.
“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

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.

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.

41. 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 FAR 22.1301.

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

Applies To Contracts That Exceed $10,000 In Value

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart B of the Order.

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

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

(Applies 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. The notice shall include all places where notices to employees are customarily posted both physically and electronically, including all places where notices to employees are customarily posted both physically and electronically.

(b) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards or Office of Federal Contract Compliance Programs.

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.

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

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 National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 411. 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: http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_Final.pdf

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 or call (202) 693-0123. Contractors may also reproduce and use the document to post copies of the notice.

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—

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.)

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 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 this contract at the Laboratory, including but not limited to, cabinets, countertops, cupboards, icons, software, electronic 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 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 failures.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; bonding, 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 provide the Laboratory with any recalled or rejected parts or components that are of the same materials, parts, or components, or parts of similar materials, parts, or components, that have been disposed of by the Laboratory. The Laboratory shall retain such items in a location where they can be made available to the contractor upon request.

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 return such information or items, at its cost, and identify, segregate, and report such information or activities 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

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
</table>

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>E</td>
<td>Daieli (JP)</td>
</tr>
</tbody>
</table>

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

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

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

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

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>Type 2 A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>Type 3 A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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