# APPENDIX A

## ARGONNE TERMS AND CONDITIONS

**FOREIGN CONCERNS – PERFORMANCE OUTSIDE THE U.S.**

*(For Fixed Price Contracts)*

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COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Laboratory shall have the right to terminate this contract without liability in its discretion, to deduct from the contract price any costs or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts not held itself out as available to obtain any Government contract or contracts through improper influence. "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract. "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee to act in a manner inconsistent with the Government's best interest.

2. RIGHTS TO PROPOSAL DATA (MAY 2001)

It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

3. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, 90 days prior to the delivery of, or prior to completion of any servicing required by this contract of any items containing radioactive materials.

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954 (42 U.S.C. 8201 et seq.) and Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per the specific activity is greater than 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 3000-9107).

(b) The Contractor shall notify the Laboratory Procurement Representative or designee in writing (i) if it has been determined that the material in paragraph (a) of this clause, or any part of it, has been damaged or lost; or (ii) if the material is to be returned to the Contractor.

4. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—"Energy efficient product"—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for energy efficiency or a performance as designated by the Department of Energy's Energy Star Program.

(ii) Meets Department of Energy's Energy Star Program criteria.

(2) Term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions.

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

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government;

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP, or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at http://www.energystar.gov/products; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/ep ensuring.html.

5. PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

(a) Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.


(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118)(Fly America-Act) requires that all Federal agencies and Government contractors shall include a statement on vouchers involving such transportation essentially as follows:

"STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47, 403 of the Federal Acquisition Regulation):

[State reasons];

(c) The contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

6. PREFERENCE FOR PRIVATELY OWNED U.S. -- FLAG COMMERCIAL VESSELS (FEB 2006)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. App. 1241(b) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least a specified percentage of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

(1) Acquired for a U.S.-Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guarantees made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessels.

(1) The Contractor shall submit one legible copy of a rated-on-board ocean bill of lading for each shipment to both—

(A) Office of Cargo Preference;

(B) Maritime Administration (MAR-590); or

400 Seventh Street, SW
Washington, DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor;

(2) The Contractor shall furnish these bill of lading copies—

(A) Within 20 working days of the date of loading for shipments originating in the United States, or

(B) Within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Specifying U.S. Government agency;

(B) Name of vessel;

(C) Date and port of loading;

(D) Port of discharging;

(E) Description of commodity;

(F) Gross weight in pounds and cubic feet if available; and

(G) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e).

(e) The requirement in paragraph (a) does not apply to—

(1) Carriage carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available or derived from funds that are made available under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non- Government vessels;

(4) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value; (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S.-military—

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag ocean vessels may be obtained from the Office of Costs and Rates

Maritime Administration
400 Seventh Street, SW
Washington, DC 20590

Phone: 202-366-3234

7. APPLICABLE LAW (OCT 1999)

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.

8. NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)

(a) If the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give written notice, including all relevant information, to the Laboratory.

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract: except—

(1) Any subcontract or purchase order under this contract; or

(2) Any subcontract to which a labor dispute may delay the timely performance of this contract, as in the case of, may be, all relevant information concerning the dispute.

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590
Phone: 202-366-3234
10. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost of pricing data (actually or by specific identification in writing, in accordance with FAR 15.408, Table 15-2) to include any information reasonably required to explain the estimate and the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4(c)(1) that, to the best of the Contractor’s knowledge and belief, the data submitted pursuant to paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract;

(2) The substance of this clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

11. SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Be operative only for any modifications to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost of pricing data (actually or by specific identification in writing, in accordance with FAR 15.408, Table 15-2) to include any information reasonably required to explain the estimate and the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4(c)(1) that, to the best of the Contractor’s knowledge and belief, the data submitted pursuant to paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

12. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost or pricing data submitted to the Laboratory under this contract, was not itself affected by defective certified cost or pricing data—

(1) The authorized Laboratory Procurement Official may at any time, by written order, and without the consent of the contractor under this contract and shall make such final reports as may be required by the Laboratory. All reports delivered to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

(b) If any price, including profit or fee, negotiated in connection with this contract, or any cost or pricing data submitted to the Laboratory under this contract was itself affected by defective certified cost or pricing data—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Laboratory is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2), and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

13. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, except this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost or pricing data submitted to the Laboratory under this contract was not itself affected by defective certified cost or pricing data—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data;

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—

(A) the actual cost to the Contractor, if there was no subcontract, was less than the

(B) the actual cost to the Contractor, if there was no subcontract, was less than the

(C) the actual cost to the Contractor, if there was no subcontract, was less than the

(D) the actual cost to the Contractor, if there was no subcontract, was less than the

(E) the actual cost to the Contractor, if there was no subcontract, was less than the

14. CHANGES—FIXED PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Laboratory in accordance with the drawings, designs, or specifications,

(2) Method of shipment or packaging,

(3) Place of delivery,

(4) Description of services to be performed,

(5) If such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the authorized Laboratory Procurement Official shall make an equitable adjustment in the price and as of date prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2), and

(c) If the contractor’s proposal includes the cost of property made obsolete or excess by the changes, the contractor shall be entitled to appropriate reimbursement. The Laboratory Procurement Official shall have the right to prescribe the manner of the disposition of the property.

15. EXTRAS (OCT 1999)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the authorized Laboratory Procurement Official.
16. WARRANTY OF SUPPLIES (AUGUST 2007)

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

While not required, the Laboratory may specify or require the delivery of energy consuming products for use in Federal facilities, the contractor will specify or deliver Energy Star® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever is more stringent, provided any such requirement is consistent with and does not preclude the use of other products, and any cycle cost effective and meet applicable performance standards. Information about these products is available at Energy Star® at http://www.energystar.gov and FEMP at http://www.eere.energy.gov/femp/procurement/leap_requirements.cfm.

IEEE 1600 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)

(a) Definitions. As used in this clause—

(1) “Computer monitor” means a video display unit with a computer.

(2) “Desktop computer” means a computer designed for use on a desk or table.

(3) “Personal computer” means a portable computer.

(b) Compliance with Internet Protocol Version 6. Specifically for acquisitions of personal computers that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1600 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see http://www.epeat.net.

If this contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the contractor agrees that:

(i) all deliverables that involve IT that uses IP (products, services, software) will comply with card 4A transfers and inter-60 transfers with both IPv4 and IPv6 systems and products, and

(ii) it has IPv6 technical support for development and implementation and network ready fielded products.

If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to:

(i) obtain the Laboratory Procurement Official approval before starting work on the deliverable; and

(ii) implement migration path and document this in the deliverable.

The Laboratory shall perform inspections and tests in a manner that will not unduly delay the Contractor. The Laboratory may assign the whole or any part of this contract to the Government or its designee. The Government and the Laboratory may place the Contractor on notice of defects of nonconformance, to repay such portion of the contract as is excessive to the value of the supplies or services not required for replacement. When supplies are returned to the contractor, the contractor shall bear the transportation cost to perform or act as required in (1) or (2) above and does not fail such failure to notify, and the contractor may authorize the Laboratory to send a notice of rejection by receipt of notice from the Laboratory specifying such failure, the Laboratory shall have the right by contract or otherwise to correct such supplies and charge to the contractor the cost occasioned by the Laboratory thereby.

17. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance by the Laboratory, regardless of when or where the Laboratory takes physical possession of the supplies. Unless otherwise specified by the Laboratory, the contractor shall ship the supplies to the Laboratory, and shall retain title thereto until such time as title shall pass to the Government in accordance with the terms and conditions of the contract.

(b) Unless the contract specifically provides otherwise, risk of loss or damage to supplies shall remain with the contractor until, and pass to the Laboratory upon,

(i) delivery of the supplies to a point of origin or port of origin; or

(ii) acceptance by the Laboratory or the delivery of the supplies to the Laboratory.

(c) The contractor shall not apply to supplies that fail to conform to contract requirements as to give a right of rejection. The right of rejection is the sole and exclusive remedy of the Laboratory and the Government. The contractor shall not be entitled to reject such supplies.

(d) Paragraph (b) above shall not apply to supplies caused to the negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

18. INSPECTION OF SUPPLIES—FIXED-PRICE (OCT 1999)

(a) Definition. “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The contractor shall provide and maintain an inspection system acceptable to the Laboratory, covering supplies under this contract and shall tender to the Laboratory for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the contractor to be in conformity with contract requirements. As part of the system, the contractor shall keep records of all inspection reports made that relate to the contract and the results of the inspections. These records shall be kept complete and made available to the Laboratory during contract performance and for as long as the contract requires. The Laboratory may see or audit such records and evaluations reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay performance of the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

(c) The Laboratory has the right to inspect and test all supplies called for by the contract, to the extent that the contractor is subject to all inspection, at all places and times, including the period of manufacture, and in any event before acceptance. The Laboratory shall perform inspections and tests in a manner that will not unduly delay performance of the contract work. The right of inspection, whether exercised or not, does not relieve the contractor of the obligations under the contract.

(d) If the Laboratory performs or tests on the premises of the contractor or subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and information. Except as otherwise provided in the contract, the Laboratory shall bear the expense of laboratories or tests made at other than the contractor’s or subcontractors’ premises; provided, that in no event shall the Laboratory be liable for any reduced in the value of inspection or test samples.

(e) When supplies are ready for acceptance, the contractor shall give the Laboratory adequate notice of the time and place of inspection or test. The Laboratory may charge to the contractor the additional cost of inspection or test.

(f) The Laboratory may also charge the contractor for any additional cost of inspection or test, when prior rejection makes reinspection or retest necessary.

(g) The Laboratory has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements.

The Laboratory may reject nonconforming supplies with or without disposition instructions.
incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or otherwise come into the possession or custody of the contractor under this contract as the Laboratory Procurement Representative may approve, sell, or exchange such property, or acquire such property at a price not in excess of the fair market value of Government property in its possession or custody.

4. Responsibility for Government property in the contractor's possession or custody.

(a) The contractor shall be responsible for Government property in the contractor's possession or custody, for the full value of such property.

(b) After the contractor has control of Government property, the contractor shall maintain and be responsible for its safekeeping.

(c) The contractor shall not use Government property, in whole or in part, in any manner prohibited or restricted by law, rule, regulation, or contract.

(d) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(e) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(f) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(g) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(h) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(i) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(j) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(k) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(l) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(m) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(n) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(o) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(p) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(q) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(r) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(s) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(t) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(u) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(v) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(w) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(x) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(y) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

(z) The contractor shall not use Government property, in whole or in part, for the benefit of any person, other than the Government.

The contractor shall be responsible for Government property in its possession or custody, for the full value of such property. The contractor shall be responsible for the safekeeping of Government property in its possession or custody, and shall maintain and administer Government property in accordance with sound business practice and applicable Federal Property Management regulations and sound business practice and applicable Federal Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.

The contractor shall maintain and administer Government property in accordance with sound business practice and applicable Federal Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.

In order for a property management system to be approved, it must provide for:

(A) Comprehensive coverage of property from the requirement identification, through life cycle management, and disposition.

(B) Identification of Government-owned property.

(C) Full integration of the contractor's other administrative and financial systems; and

(D) A system for continuously improving property management practices, through the identification of best practices established by "best in class" performers.

Approval of the contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (2)(a) of this clause.

2. Property Inventory.

(a) The contractor shall maintain a current inventory of all Government property in its possession or custody, and shall provide the Government with a copy of such inventory on request.

(b) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

(c) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

(d) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

(e) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

(f) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

(g) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

(h) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

(i) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

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(k) The contractor shall conduct an initial baseline inventory, and shall conduct periodic inventory reviews to ensure that the inventory is accurate and current.

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The contractor shall maintain a current inventory of all Government property in its possession or custody, and shall provide the Government with a copy of such inventory on request.
26. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF AGREEMENT (FEB 2000)

In the event of inconsistency between any terms of this agreement and any translation into another language, the English language meaning shall control.

27. TERMINATION FOR CONVENIENCE OF THE LABORATORY (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 all of its subcontractors and suppliers to cease work. Subject to the rights specified in this clause, the contractor may claim a percentage of the work performed, reflecting the percentage of the work performed prior to the notice of termination, plus reasonable costs. The contractor shall demonstrate to the satisfaction of the Laboratory that the contractor has a sufficient time for the contractor to meet the required delivery schedule.

28. DEFAULT (OCT 1999)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the Laboratory by the contractor that are free from defects in materials and workmanship and that conform to the specifications called for by this contract or any extension.

(b) The Laboratory shall pay the contractor the price for completed supplies or services, or for the materials, equipment, or services, except that the Laboratory may withhold from these amounts any sum the Laboratory determines to be due for items that are non-conforming.

(c) The contractor shall promptly provide satisfactory evidence of any additional charge for supplies, materials, equipment, or services that are not paid for by the Laboratory or that are paid for at a rate less than the rate provided for in this contract. The contractor shall provide the Laboratory with written notice of any such addition to the Laboratory.

(d) The contractor shall comply with any and all laws, rules, and regulations applicable to the delivery of the supplies or services, including any laws, rules, and regulations applicable to the delivery of commercial items.

(e) The contractor shall promptly notify the Laboratory in writing of any changes in the prices charged for supplies, materials, equipment, or services or any other changes in the terms and conditions of the contract. The contractor shall provide the Laboratory with written notice of any such change.

(f) The contractor shall promptly notify the Laboratory in writing of any changes in the prices charged for supplies, materials, equipment, or services or any other changes in the terms and conditions of the contract. The contractor shall provide the Laboratory with written notice of any such change.

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1. Directly or indirectly, either: (i) offering or paying any remuneration in exchange for, or in return for, the purchase, lease, or referral of any item or service reimbursable under Medicare, Medicaid, or any other Federal health care program; or (ii) soliciting, receiving, or retaining any remuneration in exchange for, or in return for, the purchase, lease, or referral of any item or service reimbursable under Medicare, Medicaid, or any other Federal health care program.

2. Soliciting, accepting, or attempting to accept any kickback, or\n
Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a Subcontractor to a prime Contractor or higher-tier Subcontractor.


1. Directly or indirectly, either: (i) offering or paying any remuneration in exchange for, or in return for, the purchase, lease, or referral of any item or service reimbursable under Medicare, Medicaid, or any other Federal health care program; or (ii) soliciting, receiving, or retaining any remuneration in exchange for, or in return for, the purchase, lease, or referral of any item or service reimbursable under Medicare, Medicaid, or any other Federal health care program.

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Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a Subcontractor to a prime Contractor or higher-tier Subcontractor.

(C) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
public authority, a special district, a county council, a governors, a sponsor group representative organization, and any other instrumentality of a local government.

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.
37. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct. The contractor shall undertake all actions and steps necessary to prevent, detect, and correct research misconduct.

(b) Unless otherwise instructed by the Laboratory Procurement Officer (LPO), the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is substantial evidence that a violation has occurred, the contractor must notify the contracting officer and, unless otherwise instructed, the contractor must:

1. Complete a written report of the inquiry and an examination of such record leading to a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;

2. If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separate organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

(c) In conducting the inquiry and/or investigation, the contractor shall adhere to the following guidelines:

1. Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that all allegations of research misconduct made in good faith to the attention of the contractor are handled without retribution. Safeguards include: the right to request the advice of counsel; the assurance that all communications will be kept confidential to the extent possible; the right to be examined and assessed as to the validity of such allegations; and the right to be protected against adverse action when the allegations are not sustained.

2. Laboratory involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest; or

3. The contractor cannot identify possible criminal misconduct.

(d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory shall:

1. Safeguard the identity of the subjects of allegations and informants should be limited to those with a need to know.

2. Timelessness. The contractor shall complete, investigate, and adjudicate allegations of research misconduct within 120 days of initiation, and adjudication should be complete within 60 days of receipt of the investigation.

3. Remission and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions. Such action may be but need not be limited to: correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the University. The contractor must consider whether personal sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel policies, and, where appropriate, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

(e) The contractor reserves the right to take such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the contractor shall take into account as mitigating factors in assessing the need for such actions. If the laboratory pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

Definition: “Adjudication” means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

Definition: “Falsefication” means making up data or results not present or not having made in the data or results.

Definition: “Plagiarism” means the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.
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

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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