TERMS AND CONDITIONS
FOR
FIXED-PRICE COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
March 12, 2024

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1. DEFINITIONS (FEB 2024)

As used herein, the following terms shall have the indicated meanings:

(a) “AGREEMENT” means Purchase Order, Subcontract, Basic Ordering Agreement, Task Order, or Modification thereof.
(b) "CFR" means the U.S. Code of Federal Regulations.
(c) “CONTRACTOR” means Iowa State University of Science and Technology, acting under Prime Contract No. DE-AC02-07CH11358, as amended, with the DOE.
(d) "DEAR" means the DOE Acquisition Regulation.
(e) "DOE" means the U.S. Department of Energy.
(f) "FAR" means the Federal Acquisition Regulation.
(g) "Government" means the United States Government.
(h) "LABORATORY" means the Ames National Laboratory.
(i) "Ordered Item” or “item" or "services" means the supplies or services subcontracted for under this Subcontract.
(j) "SUBCONTRACT" means the subcontract or agreement between the Laboratory and the Subcontractor which includes these terms and conditions.
(k) "SUBCONTRACTOR" means the party, e.g., vendor, seller, company, etc., who has entered into the Subcontract with the Laboratory, as identified in the Subcontract.
(l) "Sub-subcontractor" means the Subcontractor's lower-tier subcontractor(s).
(m) "ISU" means Iowa State University of Science and Technology.

2. ACCEPTANCE BY SUBCONTRACTOR (FEB 2024)

Acceptance of this Purchase Order or subcontract (hereinafter called the “subcontract”) must be in accordance with and strictly limited to these Terms and Conditions. An attempted acknowledgment or acceptance which contains provisions conflicting or additional to these Terms and Conditions or which varies any term or condition shall have no force or effect. Performance by the subcontractor without an effective acknowledgment shall be deemed to be performance in accordance with the Terms and Conditions of this subcontract.

3. ORDER OF PRECEDENCE (FEB 2024)

Any inconsistency in this subcontract shall be resolved by giving precedence in the following order:

(a) The agreement document;
(b) These Terms and Conditions, including the FAR and DEAR clauses incorporated by reference;
(c) Any specifications, drawings, sketches, statement of work; and
(d) Other documents, exhibits, and attachments listed in the agreement as incorporated documents, if any, in the order in which they are listed.

4. DISPUTES (FEB 2024)

(a) Both parties hereby agree to explore all reasonable avenues for negotiations in order to avoid a dispute. Either party may provide written notice to the other party to conduct negotiations for a period not to exceed sixty calendar days. After sixty calendar days, if possibilities for negotiations s. have failed, a party may provide written notice to the other party requesting that the dispute be submitted to Alternative Dispute Resolution (ADR). If neither party makes such a request or if the other party does not agree to the request within ten calendar days or if the parties are unable to satisfactorily resolve the dispute using ADR procedures for a period not to exceed ninety calendar days (or such longer period as mutually agreed in writing), the parties shall resume the formal process authorized in this clause.
(b) The parties agree that the appropriate forum for litigation of any dispute pertaining to this subcontract shall be a court of competent jurisdiction in the State of Iowa.
(c) Any substantive issue of law in such litigation shall be determined in accordance with the body of applicable Federal law relating to the interpretation and application of clauses derived from Federal Acquisition Regulation (FAR) and the Department of Energy Acquisition Regulation (DEAR) that implement and supplement the FAR. If there is no applicable Federal law, the law of the State of Iowa shall apply in the determination of such issues. Conflict of law provisions shall not determine applicable governing law. Nothing in this clause shall grant the Subcontractor by implication any statutory rights or remedies not expressly set forth in this subcontract.

(d) There shall be no interruption in the prosecution of the work, and the Subcontractor shall proceed diligently with the performance of this subcontract pending final resolution of any contractual issues, disputes, or litigation arising under or related to this subcontract between the parties hereto or between the Subcontractor and lower tier Subcontractors or suppliers.
(e) The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613) shall not apply to this subcontract; provided, however, that nothing in this clause shall prohibit the Laboratory, in its sole discretion, from sponsoring a dispute of the Subcontractor for resolution under the provision of its prime contract with DOE. In the event that the Laboratory so sponsors a dispute at the request of the Subcontractor, the Subcontractor shall be bound by the decision of the cognizant DOE Laboratory to the same extent and in the same manner as the Laboratory.

5. ENVIRONMENTAL PROTECTION (FEB 2024)

In performing this subcontract, the Subcontractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

6. ELECTRONIC SIGNATURES (FEB 2024)

The parties’ consent to the use of electronic signatures in connection with the signing of this subcontract. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., Adobe Signature / DocuSign).

7. EMPLOYEE CONCERNS PROGRAM (BASED ON DOE ORDER 442.1B)

(a) Definitions. An employee concern is a good faith expression by a concerned individual that:

i. An activity, policy, or practice of DOE or one of its contractors or subcontractors – including, but not limited to, that which is related to the environment, safety, health, security, quality, and management of DOE facilities and/or operations -should be improved, modified, or terminated; or

ii. He or she has been subjected to HIRD (harassment, intimidation, retaliation/reprisal, or discrimination as defined in DOE O 442.1B) by DOE or one or more of its contractors or subcontractors, for raising an employee concern.
iii. For purposes of this section, "employee" includes Subcontractor employees, at all tiers.

(b) Ames Laboratory encourages all subcontractor employees to report to Ames Laboratory so that the Laboratory may promptly address employee concerns. It is recommended employee concerns be reported to and resolved by the lowest management level possible. If the issue is not resolved, the concerned individual has the responsibility to escalate the concern in the following order:

i. It is recommended to discuss the concern with a direct supervisor or manager at the Laboratory.
ii. If uncomfortable doing so, or resolution has not occurred, contact the Ames Laboratory Employee Concerns Program Manager (ECPM) via e-mail at employeeconcern@ameslab.gov or via phone at 515-294-2153.
iii. If further escalation is needed, or the employee is not comfortable discussing with the ECPM, subject is sensitive in nature, employees should contact one of the following resources:

- ISU Compliance and Ethics Hotline at 515-294-7119
- Ames Site Office resources (i.e., SC ECP Manager at 1-800-701-9966; scfieldecp@science.doe.gov; or U.S. Department of Energy Employee Concerns Program at 1-844-799-8855)
- Concerns may also be directly reported to the DOE through the Office of Inspector General Hotline at 800-541-1625 or ighotline@hq.doe.gov.

(c) Concerns may be expressed by the individual, a proxy, or by a third party. Employees raising concerns may request anonymity and confidentiality, which the Laboratory can provide unless otherwise required by law, regulation or policy.

(d) Closing a concern. A concern is closed when one of the following occurs: 1) investigation is complete, the issue has been resolved, and corrective actions have been completed, 2) the concern has been transferred or referred by the ECPM and a responsible organization has accepted jurisdiction over the matter, or 3) the employee withdraws the concern.

(e) Applicability. The employee concerns program applies to all Ames Laboratory staff, subcontractors at all tiers, and visitors. This clause must be included in all contracts and subcontracts, at all tiers.

8. GOVERNMENTAL IMMUNITY (FEB 2024)

The Iowa Tort Claims Act, Iowa Code Chapter 669, limits the liability of Ames National Laboratory, Iowa State University, the Board of Regents-State of Iowa, the State of Iowa (collectively, the "State Entities") and their officers, employees and agents. In addition, Article VII, Section 1 of the Constitution of the State of Iowa prohibits State Entities from being responsible for the debts or liabilities of any individual, association or corporation. Any provision in this Subcontract will be deemed modified to limit the liability of the State Entities and their officers, employees and agents as set forth in these laws. Ames National Laboratory reserves any immunities, defenses or other limitations on liability to which ISU is entitled by law.

9. INSPECTION AND ACCEPTANCE (FEB 2024)

The Subcontractor shall only tender for acceptance those items that conform to the requirements of this subcontract. 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 re-performance of nonconforming services at no increase in subcontract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Laboratory may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Laboratory must exercise its post acceptance rights—

i. Within a reasonable time after the defect was discovered or should have been discovered; and
ii. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

10. CHANGES (FEB 2024)

No changes shall be made to any requirements of the subcontract without the prior written approval of the Laboratory or via a change to the subcontract. Changes in the terms and conditions of this subcontract may be made only by written agreement of the parties.

11. EXCUSABLE DELAYS (FEB 2024)

Time is of the essence for this subcontract. The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Laboratory or the Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Subcontractor 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.

A Subcontractor invoking this provision shall have the burden of proving that such occurrence(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Laboratory may reasonably request. After receipt of such notification, the University may elect either to cancel the Subcontract or to extend the time for performance as reasonably necessary.

12. PATENT INDEMNITY (FEB 2024)

The Subcontractor shall indemnify the Laboratory, Iowa State University of Science and Technology, the Board of Regents – State of Iowa, and the State of Iowa and their officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this subcontract, provided the Subcontractor is reasonably notified of such claims and proceedings.

13. INDEMNIFICATION (FEB 2024)

Subcontractor shall indemnify and hold harmless Ames National Laboratory, Iowa State University, the Board of

Regents-State of Iowa, the State of Iowa, the United States Government and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from:

i. The material non-performance, non-compliance or breach of the terms of this subcontract;
ii. Any negligent or wrongful act or omission of Subcontractor or its sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or
iii. Any infringement by Subcontractor of a copyright, trademark, patent or other intellectual property right.

Contractor's indemnification obligation will not be limited by the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.

14. PAYMENT (FEB 2024)

(a) *Items accepted*. Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this subcontract.
(b) *Prompt payment*. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this subcontract by check, electronic funds, or as the parties may otherwise agree.
(c) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(d) *Overpayments*. If the Subcontractor becomes aware of a duplicate contract financing or invoice payment or that the Laboratory has otherwise overpaid on a subcontract financing or invoice payment, the Subcontractor shall—
(i) remit the overpayment amount to the Laboratory's payment office along with a description of the overpayment, including the (A) circumstances of the overpayment (e.g., duplicate payment, erroneous payment, date(s) of overpayment); (B) affected subcontract number and delivery order number, if applicable; (C) affected subcontract line item or subline item, if applicable; and subcontractor point of contact.
(ii) Provide a copy of the remittance and supporting documentation to the Laboratory Procurement Agent.

15. RISK OF LOSS (FEB 2024)

Unless the subcontract specifically provides otherwise, risk of loss or damage to the supplies provided under this subcontract shall remain with the Subcontractor until, and shall pass to the Laboratory upon:

(a) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(b) Delivery of the supplies to the Laboratory at the destination specified in the subcontract, if transportation is f.o.b. destination.

Subcontractor shall suitably package items for shipment to prevent damage during handling and shipping. Any damage resulting from improper packaging, containerizing, or lack thereof shall be the liability of the Subcontractor, anything to the contrary notwithstanding.

16. TAXES (FEB 2024)

The subcontract price includes all applicable Federal, State, and local taxes and duties. The Laboratory is exempt from federal excise taxes and state and local sales and use taxes, and Subcontractor shall not include such taxes in the subcontract price.

17. TERMINATION FOR CONVENIENCE (FEB 2024)

The Laboratory reserves the right to terminate this subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this subcontract, the Subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of the Laboratory using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

18. TERMINATION FOR CAUSE (FEB 2024)

The Laboratory may terminate this subcontract, or any part hereof, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any subcontract 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 Subcontractor for any amount for supplies or services not accepted, and the Subcontractor 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 subcontract for default, such termination shall be deemed a termination for convenience.

19. TITLE (FEB 2024)

Unless specified elsewhere in this subcontract, title to items furnished under this subcontract shall pass to the Government upon acceptance, regardless of when or where the Laboratory takes physical possession.

20. COMPLIANCES WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS (FEB 2024)

The Subcontractor agrees to comply with 31 U.S.C. § 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. § 431 relating to officials not to benefit; 40 U.S.C. § 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. § 51-58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. § 40118, Fly American; and 41 U.S.C. § 423 relating to procurement integrity.

21. OTHER COMPLIANCES (FEB 2024)

The Subcontractor shall comply with all applicable Federal, State and local laws, executive orders, rules, and regulations applicable to its performance under this subcontract.

22. QUALITY OF MATERIALS AND SUPPLIES (FEB 2024)

The Laboratory shall rely on Subcontractors' existing quality assurance systems as a substitute for the Laboratory's inspection and testing before tender for acceptance unless customary market practices for the commercial product being acquired include in-process inspection. Any in-process inspection by the Laboratory shall be conducted in a manner consistent with commercial practice. The Laboratory shall rely on the Subcontractor to accomplish all inspection and testing needed to ensure that commercial services acquired conform to subcontract requirements before they are tendered to the Laboratory.

23. CONDUCT OF EMPLOYEES (FEB 2024)

The Subcontractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Subcontractor shall immediately remove from the work any employee of the Subcontractor who, in the sole discretion of the Laboratory, is found to be unsatisfactory in technical performance or personal conduct.

24. LABORATORY SITE ACCESS AND/OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (FEB 2024)

IS Subcontractor is to perform work on site at the Laboratory, subcontractor must first complete all Laboratory site access documents and requirements,

Site access, including cyber access utilizing a Laboratory account, by all non-US. Citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form AL-473. Non-U.S. citizens are categorized as 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 each visit or assignment. Form AL-473 should be submitted as far in advance as possible.

For visits and assignments involving a foreign national from a "Sensitive Country" and access to a sensitive subject, Security, Counterintelligence, and Export Control reviews will need to occur. In such cases, a specific security plan is required to be submitted to the Foreign Visits and Assignments Office with the AL-473 form requesting the visit by the Hosting Division.

For visits or assignments involving a foreign national from a "Terrorist Supporting Country", (which currently includes: Cuba, Iran, North Korea, Sudan, Syria), specific approval of the visit/assignment by the Secretary of Energy or his designees is required. This approval, if granted, may take up to one year after the internal approvals have been processed.

The time frames indicated above shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery period. For assistance in preparing a request, contact the Ames Laboratory technical representative identified in the subcontract.

25. EXPORT CONTROLS (FEB 2024)

Subcontractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the performance of this subcontract. In the absence of available license exemptions/exceptions, Subcontractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Subcontractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

Prior to disclosing or transferring to the Laboratory any hardware, technical data, software or product utilizing any hardware, technical data or software which is subject to export controls under federal law, Subcontractor shall notify the Laboratory in writing of the nature and extent of the export control. The Laboratory shall have the right to decline any such technical data or product utilizing such data. In the event Subcontractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the Laboratory has the right to immediately terminate this subcontract.

Unless authorized by appropriate license or regulation, Subcontractor shall not export directly or indirectly any technology, software, or materials provided by the Laboratory.

26. ASSIGNMENT (FEB 2024)

Except with the prior consent of the Laboratory, Subcontractor shall not assign, convey, or transfer this subcontract or any rights, obligations or remedies in this subcontract; however, the Laboratory may assign this subcontract in whole or in part to the Government, to a successor operator of the Laboratory, or as otherwise directed by the Government.

27. INFORMATION TECHNOLOGY ACQUISITIONS (FEB 2024)

Prior to use under this subcontract, all information technology shall be compliant with the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at http://checklists.nist.gov commensurate with the mission of the subcontract and conducive to the research and development efforts of the Subcontractor. This requirement shall be included in all lower-tier subcontracts, as appropriate, which are for information technology acquisitions.

28. NON-WAIVER OF DEFAULTS (FEB 2024)

Any failure by the Laboratory at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this subcontract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, nor the right of the Laboratory at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

29. USE OF NAME OR INTELLECTUAL PROPERTY (FEB 2024)

Subcontractor shall not use the name, service marks, logos, or trademarks of Ames National Laboratory, Iowa State University, the Government or the name of any of their

employees in a publicity of advertising, including endorsements or as a business reference, without the prior written consent of such entities or persons.

30. APPLICABLE LAW AND VENUE (FEB 2024)

To the extent that Federal law does not exist and State law could become applicable to this subcontract, the law of Iowa shall apply. Any action at law or judicial proceeding instituted by either party pertaining to the Subcontract shall be instituted in the State of Iowa.

31. INCORPORATION OF SUBCONTRACTOR'S STANDARD COMMERCIAL WARRANTY (FEB 2024)

The subcontractor's standard commercial warranty, as disclosed in the subcontractor's proposal, is incorporated as a part of this subcontract. In the event the subcontractor's standard warranty is not incorporated into this subcontract, the clauses "Warranty of Services" and "Warranty of Supplies" shall apply.

32. WARRANTY OF SERVICES (FEB 2024)

The Subcontractor warrants that all services performed under the subcontract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements in this subcontract.

33. WARRANTY OF SUPPLIES (FEB 2024)

The Subcontractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this subcontract, and will be free from defects in workmanship, material, and Subcontractor's design or engineering contributions. The Subcontractor shall correct any warranty nonconformance discovered within one year after acceptance or initial use of the items or services.

34. SUSPECT COUNTERFEIT PARTS (BASED ON DOE ORDER 414.1D CHG 2 (LTDCHG) (SEP 15, 2020)

Notwithstanding any other provisions of this agreement, the Subcontractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Subcontractor further warrants that all items used by the Subcontractor during the performance of work at Ames National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. The Subcontractor shall verify the procurement source and associated certifying paperwork. Distributors shall not modify, rework or repair material shipped on this order. Furthermore, the Subcontractor 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 Subcontractor'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 DOE officials.

The Subcontractor should flow this requirement down to all sub-subcontractors to prevent inadvertent use of counterfeit parts and materials. For more information, refer to the DOE Website: http://www.hss.energy.gov/sesa/corporate safety/sci (see Attachment 1).

35. INTEGRATION CLAUSE (FEB 2024)

This subcontract 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 subcontract and there are no understandings or agreements other than those incorporated into this subcontract.

36. CLAUSES INCORPORATED BY REFERENCE

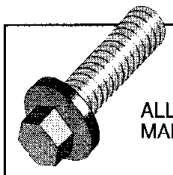
- **DEAR 952.203-70** WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). *Applies to work performed on DOE-owned or leased sites.*
- **DEAR 952.204-77** COMPUTER SECURITY (AUG 2006) *Applies to contracts Where the subcontractor may have access to computers owned, leased or operated on behalf of DOE.*
- **DEAR 970.5204-2** LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)(DEVIATION MAY 2018) [SC-ALTERNATE SEP 2018]
- **DEAR 970.5223-7** SUSTAINABLE ACQUISITION PROGRAM (OCT 2010) [SC-ALTERNATE SEP 2018]
- **FAR 52.203-6** RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020). *Applies if the subcontract value exceeds the simplified acquisition threshold.*
- **FAR 52.203-12** LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020). *Applies if the subcontract value exceeds $150,000.*
- **FAR 52.203-13** CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021). *Applies if the value of the subcontract is expected to exceed $6 million and the performance period is 120 days or more.*
- **FAR 52.203-15** WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)
- **FAR 52.203-17** CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020). *Applies if the subcontract value exceeds the simplified acquisition threshold.*
- **FAR 52.203-19** PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- **FAR 52.204-9** PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011*) Applies if subcontractor employees will have routine access to a federally controlled facility or a federally controlled information system.*
- **FAR 52.204-14** SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016). *Applies if subcontract value is in excess of $500,000.*
- **FAR 52.204-21** BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021). *Applies when contractor has Federal contract information residing in or transiting through its*

information system.

- **FAR 52.204-23** PROHIBITION ON CONTRACTING FOR HARWARE, SOFTWARE, AND SERVICES DEVELOED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
- **FAR 52.204-25** PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILANCE SERVICES OR EQUIPMENT (NOV 2021)
- **FAR 52.204-27** PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- **FAR 52.219-8** UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022*). Applies if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.*
- **FAR 52.222-1** NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- **FAR 52.222-3** CONVICT LABOR (JUN 2003). *Applies if subcontract value exceeds micro-purchase threshold.*
- **FAR 52.222-21** PROHIBITION OF SEGRREGATED FACILITIES (APR 2015)
- **FAR 52.222-26** EQUAL OPPORTUNITY (SEP 2016)
- **FAR 52.222-35** EQUAL OPPORTUNITY FOR VETERANS (JUN 2020). *Applies if the subcontract value exceeds $150,000.*
- **FAR 52.222-36** EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020). *Applies if subcontract value exceeds $15,000.*
- **FAR 52.222-37** EMPLOYMENT RECORDS ON VETERANS (JUN 2020). *Applies if the subcontract value exceeds $150,000.*
- **FAR 52.222-40** NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010). *Applies if the subcontract value exceeds the simplified acquisition threshold.*
- **FAR 52.222-41** SERVICE CONTRACT LABOR STANDARDS (AUG 2018) *Applies to contracts >$2,500 and subject to the Service Contract Labor Standards statute.*
- **FAR 52.222-50** COMBATING TRAFFIKING IN PERSONS (NOV 2021) (ALTERNATE I (MAR 2015). *Applies to contracts >$550,000 and is for supplies other than Commercial-off-the-shelf items, acquired outside of the United States, or for service performed outside the US.*
- **FAR 52.222-51** EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS (MAY 2014)
- **FAR 52.222-53** – EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS (MAY 2014)
- **FAR 52.222-54** EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022). *Applies if the subcontract value exceeds $150,000.*
- **FAR 52.222-55** MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022). *Applies if subcontract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States*.
- **FAR 52.222-62** PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022). *Applies if subcontract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States*.
- **FAR 52.223-2** AFFIRMATIVE PROCURMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 1997) (ALTERNATE I) (JULY 1995)
- **FAR 52.223-3** HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JULY 1995)
- **FAR 52.223-5** POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (ALTERNATE I)
- **FAR 52.223-7** NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) *Applies to subcontracts involving radioactive materials.*
- **FAR 52.223-12** MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)
- **FAR 52.223-13** ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT (JUN 2014)
- **FAR 52.223-14** ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS (JUN 2014)
- **FAR 52.223-15** ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)
- **FAR 52.223-16** ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
- **FAR 52.223-17** AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- **FAR 52.223-18** ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020). *Applies if subcontract value exceeds micro purchase threshold.*
- **FAR 52.224-2** PRIVACY ACT (APR 1984)
- **FAR 52.224-3** PRIVACY TRAINING (JAN 2017)
- **FAR 52.225-1** BUY AMERICAN –SUPPLIES (OCT 2022) (MODIFIED BY DEAR 970.2570)
  Applies if subcontract value is in excess of micro-purchase threshold.
- **FAR 52.225-8** DUTY FREE ENTRY (OCT 2010) *Applies to subcontracts >$15,000, and when foreign supplies are being imported.*
- **FAR 52.225-13** RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
- **FAR 52.227-1** AUTHROIZATION AND CONSENT (JUN 2020). *Applies if the subcontract value exceeds $100,000.*
- **FAR 52.232-40** PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
- **FAR 52.242-13** BANKRUPTCY (JUL 1995). *Applies if the subcontract value exceeds the simplified acquisition threshold.*
- **FAR 52.244-6** SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2022)
- **FAR 52.247-64** PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)

ATTACHMENT I TO SUSPECT/COUNTERFEIT PARTS CLAUSE

SUSPECT/COUNTERFEIT PART



HEADMARK LIST

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

Grade 5

Grade 8

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

	MARK	MANUFACTURER
J	J	Jinn Her (TW)
KS	KS	Kosaka Kogyo (JP)

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

	MARK	MANUFACTURER
A	A	Asahi Mfg. (JP)
NF	NF	Nippon Fasteners (JP)
H	H	Hinomoto Metal (JP)
M	M	Minamida Sieybo (JP)
MS	MS	Minato Kogyo (JP)
	Hollow Triangle	Infasco (CA TW JP YU) (Greater than 1/2 inch dia)
E	E	Daiei (JP)
KS	KS	Kosaka Kogyo (JP)
RT	RT	Takai Ltd (JP)
FM	FM	Fastener Co of Japan (JP)
KY	KY	Kyoei Mfg (JP)
J	J	Jinn Her (TW)
UNY	UNY	Unytite (JP)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

	MARK	MANUFACTURER
KS	KS	Kosaka Kogyo (JP)

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

		MARK	MANUFACTURER
Type 1	A325 KS	A325 KS	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