

PRINCETON UNIVERSITY
PLASMA PHYSICS LABORATORY
P.O. BOX CN-17
PRINCETON, NEW JERSEY
08543

REQUEST FOR PROPOSALS (RFP) 04-036-G

FOR

TAPE LIBRARY AND STORAGE AREA NETWORK SOLUTION

ISSUE DATE: March 29, 2004

**PROPOSAL DUE DATE/TIME: 5:00 P.M. (LOCAL TIME)
MONDAY, APRIL 5, 2004**

**PPPL POINT OF CONTACT: SHARON WARKALA
SR. SUBCONTRACT ADMINISTRATOR
PHONE/FAX: (609)243-2691/2021
EMAIL: swarkala@pppl.gov**

PREPARED UNDER CONTRACT DE-ACO2-76CH03073 FOR THE US DEPARTMENT OF ENERGY

March 29, 2004

TO: ALL INTERESTED PARTIES

**SUBJECT: REQUEST FOR PROPOSALS (RFP) 04-036-G
TAPE LIBRARY AND STORAGE AREA NETWORK SOLUTION**

Ladies and Gentlemen:

The Princeton University Plasma Physics Laboratory (hereinafter referred to as "Princeton" or "PPPL"), a US Department of Energy Prime Contractor, has a requirement for a Tape Library and Storage Area Network solution. PPPL is seeking proposals from interested firms to design, assemble, test, inspect, deliver and install onsite at PPPL a "turnkey solution" that meets or exceeds the requirements described in the Statement of Work entitled Statement of Work for Tape Library and Storage Area Network Procurement (Rev. 1.2) set forth in Section II of this RFP.

This RFP is organized as follows:

SECTION I	Instructions For Proposal Preparation
SECTION II	Statement of Work
SECTION III	Proposal Forms
SECTION IV	Sample Subcontract Agreement

Please note the following with respect to this RFP:

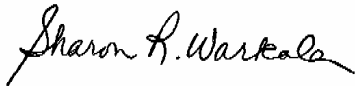
1. The detailed instructions for preparing and submitting a Proposal in response to this RFP are set forth in Section I - Instructions for Proposal Preparation. Please pay close attention to this Section as it clearly defines the information that must be submitted in order for your proposal to be considered for award and the evaluation criteria and process that PPPL will utilize to select an awardee.
2. We recommend that you thoroughly review the Statement of Work set forth in RFP Section II to acquaint yourself with the technical requirements for the solution required by PPPL.
3. **THE DEADLINE FOR SUBMISSION OF PROPOSALS IN RESPONSE TO THIS RFP IS MONDAY, APRIL 5, 2004 AT 5:00 PM LOCAL TIME.**
5. Within five (5) working days after receipt of this RFP, kindly notify the RFP Coordinator in writing that your company has received the RFP and your intentions regarding submission of a proposal. This written notification can be accomplished by completing and returning (via mail, fax, or email) the "Acknowledgment of Receipt and Declaration of Intent to Submit a Proposal" form included in this RFP package.

PPPL is managed and operated by Princeton University under Prime Contract DE-AC02-76CH03073 with the U.S. Department of Energy (DoE). All work covered by this RFP is in support of the work performed by PPPL under its prime contract.

We believe that the information contained in this RFP is sufficient to permit you to prepare a complete and definitive proposal. However should you have any questions, please contact me at (609)243-2691, via email at swarkala@pppl.gov, or via fax at (609)243-2021.

Very truly yours,

PRINCETON UNIVERSITY
Plasma Physics Laboratory

A handwritten signature in black ink that reads "Sharon R. Warkala". The signature is written in a cursive style with a prominent initial 'S'.

Sharon R. Warkala
Sr. Subcontract Administrator
RFP Coordinator

**ACKNOWLEDGMENT OF RECEIPT OF RFP AND
DECLARATION OF INTENT TO SUBMIT A PROPOSAL**

TO: PRINCETON UNIVERSITY
PLASMA PHYSICS LABORATORY
P.O. BOX CN17
PRINCETON, NEW JERSEY 08543
ATTN: SHARON WARKALA, RFP 04-036-G COORDINATOR
PHONE/FAX: (609)243-2691/2021
EMAIL: swarkala@pppl.gov

RE: **REQUEST FOR PROPOSALS (RFP) 04-036-G
FOR TAPE LIBRARY AND STORAGE AREA NETWORK SOLUTION**

1. The below-named firm hereby acknowledges receipt of RFP 04-036-G and all documents referenced therein.

2. Check the statement which applies:

_____ YES, the below-named firm plans to submit a Proposal in response to this RFP.

_____ NO, the below-named firm does not plan to submit a Proposal in response to this RFP.
Please provide a brief explanation:

3. Please provide the name, address, telephone number, and fax number for the individual who will serve as the point of contact for this RFP.

COMPANY NAME: _____

POINT OF CONTACT: _____

TELEPHONE: _____ FAX: _____ EMAIL _____

POSTAL ADDRESS: _____ EXPRESS MAIL ADDRESS: _____

SIGNATURE: _____

TYPED/PRINTED NAME: _____

TITLE: _____

DATE: _____

RFP 04-036-G

SECTION I

INSTRUCTIONS FOR PROPOSAL PREPARATION

INSTRUCTIONS FOR PROPOSAL PREPARATION

1. DESCRIPTION OF PROCUREMENT

This Request for Proposals (RFP) is being issued to solicit proposals from firms interested in providing all hardware, software and related material and services comprising a "turnkey solution" for a Tape Library and Storage Area Network. The Subcontractor selected for this purpose will be required to design, configure, assemble, test, inspect, deliver and install a "turnkey solution" that meets or exceeds the requirements set forth in the Statement of Work set forth in Section II of this RFP.

2. ABOUT PRINCETON PLASMA PHYSICS LABORATORY (PPPL)

Princeton University manages and operates Princeton Plasma Physics Laboratory (PPPL) under contract with the US Department of Energy (Contract No. DE-AC02-76CH03073). Based on its dual status as an accredited institution of higher learning in the State of New Jersey and a DOE Prime Contractor, PPPL may qualify for academic and/or federal government prices/discounts. Offerors shall specifically identify any discount arrangements offered with their proposals. If GSA, DOE, or other government contract pricing is proposed, Offerors shall provide the GSA or other contract number with their proposals.

3. SUBMISSION OF QUESTIONS

Prospective Offerors should direct all questions concerning this RFP to the RFP Coordinator, Sharon Warkala, who can be reached at (609)243-2691, FAX (609)243-2021, or Email swarkala@pppl.gov. Questions of a technical nature, particularly those concerning Statement of Works or requirements, shall be submitted to the RFP Coordinator in writing. All questions should be submitted sufficiently in advance of the proposal closing date to allow for review and response by PPPL prior to the closing date. Oral explanations or instructions provided by PPPL will not be binding. Any substantive information will be furnished to all prospective Offerors via a written Amendment to the RFP if determined to be necessary to Offerors in submitting their proposals or if the lack of such information would be prejudicial to uninformed Offerors.

4. SAMPLE SUBCONTRACT AGREEMENT

It is PPPL's plan to enter into a firm fixed price (FFP) type of Subcontract Agreement for this effort. Any Subcontract awarded as a result of this RFP will be issued as a sub-agreement under Prime Contract No. DE-ACO2-76CHO3073 which is between the U.S. Department of Energy (DOE) and the Trustees of Princeton University.

The Subcontract awarded as a result of this RFP will be substantially the same as the *Sample Subcontract* set forth in Section IV. It is PPPL's intention to incorporate the terms and conditions set forth in the *Sample Subcontract* in any Subcontract awarded as a result of this RFP unless an Offeror submits a proposal based on terms and conditions of a GSA Contract or other federal contract arrangement.

5. FORMAT AND CONTENT OF PROPOSALS

Prospective Offerors are expected to thoroughly examine all sections of this RFP (including the Sample Subcontract) and to comply with all instructions for preparation and submission of proposals in response to this RFP. Written proposals must set forth full, accurate, and complete information as required by, or referenced in, this RFP. The proposal must be sufficiently detailed to demonstrate complete compliance with PPPL's requirements. In addition, Offerors may be required to supplement their written proposals with oral presentations of their proposal to the PPPL evaluation team if requested by PPPL. The information provided in the written proposal and any oral presentation will be the basis for determining an Offeror's capability to perform the work described in this RFP.

Offerors shall prepare and submit the following documents which will comprise a complete proposal in response to this RFP. Failure to provide a proposal in the form and with content prescribed by this RFP may result in the proposal being determined to be non-responsive and eliminated from consideration. Proposals should be structured as requested and bound appropriately; however, PPPL prefers that you

do not submit proposals in three-ring loose-leaf binders. **One (1) original and three (3) complete copies of the proposal shall be provided.**

PROPOSAL PART I – GENERAL INFORMATION AND PRICING

- ◆ **Proposal Pricing and Information Form.** Offerors shall complete and submit the Proposal Pricing and Information Form included in this RFP at Section III.
- ◆ **Acceptance of Sample Subcontract Terms and Conditions.** Offerors shall initial the affirmative statement on the Proposal Pricing and Information Form noting their review and acceptance of the terms and conditions set forth in the Sample Subcontract Agreement (Section IV of this RFP). If changes, additions, or deletions to the provisions or Articles included in the Sample Subcontract Agreement are desired, Offerors shall provide a separate list of their exceptions or proposed revisions along with reasons for taking exception or requesting revisions. Proposals may be considered to be non-responsive and eliminated from consideration based on the nature and extent of exceptions taken. Offerors who propose based on terms, conditions, and pricing contained in a GSA or other federal government contract arrangement should indicate this on the form, provide the Contract Number, and include a copy of the contract with their proposal.
- ◆ **PPPL Representations and Certifications.** Offerors shall complete and sign the PPPL Representations and Certifications Booklet set forth in Section III of this RFP.

PROPOSAL PART II – TECHNICAL ABILITY AND QUALIFICATION INFORMATION

- ◆ **Brief Description of Company.** Offerors shall submit a brief description of their company including their history and organization and a description of their facilities, products, services, and customers. A preprinted company brochure may be submitted for this purpose. Include a copy of the most recent annual report, if one exists.
- ◆ **Past Experience/Customer References.** Offerors shall provide a list of customer references from previous work of a similar nature that they have successfully performed within the past five (5) years. A minimum of three (3) separate customers/projects shall be provided PLUS Offerors shall include any and all projects performed for PPPL and any experience that they have had with other Department of Energy laboratories or facilities within the 5-year period. A description of each project (including the dollar value of the project) shall be provided along with the name of the client/customer and the name and telephone number of a representative from each client/customer listed who can substantiate the Offeror's performance and qualifications if so requested by PPPL.
- ◆ **Technical Proposal.** Offerors shall provide a technical proposal describing their proposed solution and addressing how the performance requirements set forth in the Statement of Work (Section II of this RFP) will be met. Technical information shall be provided in sufficient detail to allow PPPL to verify that an Offeror has a comprehensive understanding of the performance requirements and any complexities involved in achieving them. The Offeror must demonstrate to PPPL through this information that they will be able to provide a solution that will meet or exceed PPPL's stated performance requirements. Offerors shall specifically identify and highlight any areas of the Statement of Work to which they take exception or areas where their proposed solution does not comply with PPPL's stated requirements. The Technical Proposal shall specifically include the following:
 - Detailed list of all equipment, hardware, software, and other material to be delivered and installed including makes/models. The Offeror should briefly discuss the technical or other reasons for proposing a particular makes/models of the various equipment/hardware. Technical specifications and reliability statistics (see Section 11.0 of the Statement of Work) shall be provided for all proposed equipment/hardware. Offerors shall address any issues with compatibility with existing PPPL systems, hardware or software or among various elements of the SAN solution as proposed. Offerors shall also provide a detailed list of all Veritas software modules for the Tape Library operation that will be provided.

- **OPTIONAL FILESERVERS.** Per Section 3.2.4 of the Statement of Work, provision of Storage Array Fileservers as a part of the solution is optional. Offerors shall specifically address in their technical proposal whether or not they will provide the filesystems as described in PPPL's Statement of Work. In the event that an Offeror who opts not to provide the filesystems is selected for award, PPPL will separately procure the filesystems as described and provide them to the Awardee for incorporation into the SAN solution. Therefore, Offerors who choose NOT to provide the filesystems as a part of their proposal, shall discuss how the filesystems will be incorporated into their proposed solution and shall certify that their solution will operate with and support the configuration described by PPPL in Section 3.2.4 (particularly the Solaris/SPARC Operating System). Offerors who choose not to provide the filesystems as a part of their proposal will not be penalized in the evaluation process; however, all other factors being equal, Offerors who choose to provide the filesystems may be given preference over those opting not to provide the filesystems. Offerors who cannot accommodate the filesystems as described in their proposed solution may be deemed to be technically unacceptable and excluded from further consideration by PPPL.
- Names and resumes for key individuals who will comprise the Offeror's Project Team for this effort including the individual responsible for project oversight and management and field personnel who will be responsible for onsite configuration/installation of the solution.
- Description of the Offeror's proposed approach for demonstrating performance and compliance with PPPL's requirements and that satisfies the testing requirements as specified in Section 4.0 of the Statement of Work. At a minimum, the Offeror shall list all performance and acceptance tests that will be performed on delivered hardware, software, and equipment and the solution (as installed) for this purpose and include any applicable acceptance criteria for PPPL's review.
- Description of the Offeror's proposed approach for maintaining the installed solution and the various equipment/hardware/software components incorporated into the installed solution. Offeror's shall address applicable warranty terms and provisions, how warranty and technical support will be accessed by PPPL, response times for repairs/support, replacement parts, and any other repair, maintenance and support services that will be provided.
- ◆ **Schedule.** Offerors shall provide a detailed project schedule for delivery of equipment, hardware, software, and material to PPPL and completion of installation and testing work as described in PPPL's Statement of Work by the *earliest practicable date*. The *earliest practicable date* is defined as the earliest date possible considering the Offeror's workload, manufacturing schedule, material deliveries, long lead items, etc. without incurring additional costs for expediting such as overtime, shift differential, or other expediting costs. Schedule shall be provided in days or weeks "after receipt of order" (ARO). Any witness and/or testing points shall be identified in the schedule.

6. CLOSING DATE AND SUBMISSION OF PROPOSALS

**THE DEADLINE FOR RECEIPT OF PROPOSALS BY THE RFP COORDINATOR AT PPPL IS
5:00 PM LOCAL TIME ON MONDAY, APRIL 5, 2004.**

All Proposals shall be delivered to the RFP Coordinator using the appropriate address as shown below **Offerors are required to submit one (1) complete original and three (3) complete copies of their proposal.** All proposals shall be enclosed in a sealed envelope marked with the Offeror's return address and clearly marked: "*RFP 04-036-G -- TO BE OPENED BY ADDRESSEE ONLY*".

VIA REGULAR MAIL:

Princeton Plasma Physics Laboratory
Procurement Division
P.O. Box CN17
Princeton, New Jersey 08543
ATTN: Sharon R. Warkala

VIA EXPRESS MAIL SERVICE:

Princeton Plasma Physics Laboratory
U. S. Route 1 North
Receiving #3
Princeton, New Jersey 08543
ATTN: Sharon R. Warkala, MS12

Offerors may submit proposals via fax or e-mail provided that the proposals are received by the PPPL RFP Coordinator prior to the deadline set forth above at the fax number or e-mail address shown below. However, hard copies of the proposals must be received at PPPL within 2 business days after the deadline date. Offerors electing to use these electronic methods of transmission are responsible for ensuring that the RFP Coordinator has received the proposals provided prior to the deadline. PPPL will not be responsible for late proposals resulting from mishandling or misrouting of proposals transmitted electronically.

FAX NUMBER	EMAIL ADDRESS
(609)243-2021	swarkala@pppl.gov

7. EVALUATION OF PROPOSALS

PPPL plans to award a Subcontract to the Offeror whose proposal represents the best value to PPPL on the basis of (1) the merits of the proposal and (2) the Offeror's capability, as explained below:

- (A) **MERITS OF THE PROPOSAL.** PPPL will determine the merits of each proposal on the basis of (1) its acceptability and (2) its price reasonableness.
- ◆ **ACCEPTABILITY.** PPPL will determine the acceptability of each proposal on a pass or fail basis. A proposal will be considered to be acceptable if it is in compliance with all of the requirements of the RFP, inclusive of all Sections. Proposals that do not comply with the RFP requirements may be considered by PPPL to be unacceptable. PPPL reserves the right to change the requirements of the RFP by amendment at any time prior to the selection decision.
 - ◆ **PRICE.** Proposed price will be evaluated to determine reasonableness by comparison with prices for all proposals determined to be at least "acceptable". When evaluating price, PPPL will consider all aspects of the Offeror's proposal. To the extent that PPPL may be required to change its existing operating environment or plans as described in the Statement of Work to accommodate an Offeror's proposed solution, associated costs will be estimated by PPPL and may be considered by PPPL as part of the price evaluation.
- (B) **OFFEROR CAPABILITY.** PPPL will determine each Offeror's relative capability on the basis of (1) the technical and performance characteristics of the proposed SAN solution; (2) the Offeror's understanding of PPPL's requirements and their technical/management ability to meet those requirements; (3) the Offeror's organizational experience; and, (4) the Offeror's record of past performance.
- ◆ **TECHNICAL AND PERFORMANCE CHARACTERISTICS OF THE PROPOSED SAN SOLUTION.** PPPL will evaluate the proposed Tape Library and SAN solution proposed by the Offeror to assess the extent to which it meets the performance requirements described in PPPL's Statement of Work. As a part of this assessment, PPPL will consider any exceptions taken to the Statement of Work by the Offeror to determine whether the proposed solution can meet PPPL's overall performance requirements.
 - ◆ **UNDERSTANDING OF REQUIREMENTS AND TECHNICAL/MANAGEMENT ABILITY.** PPPL will evaluate each Offeror's technical/management ability and understanding of PPPL's requirements on the basis of its written proposal. The Offeror must clearly convey an overall understanding of the scope and complexity of the technical requirements for this effort. The Offeror must demonstrate a comprehensive knowledge and understanding of the various processes and procedures required to perform the work as specified. The Offeror must clearly show that their organization possesses the technical capability required to perform the work and possesses or has access to adequate facilities and equipment to perform the work. The Offeror must have a sound technical and project management plan for proceeding with the project including a comprehensive and realistic schedule for delivering the SPA by the date specified by PPPL.

- ◆ **ORGANIZATIONAL EXPERIENCE.** PPPL will evaluate each Offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective Subcontract.
- ◆ **ORGANIZATIONAL PAST PERFORMANCE.** Past performance is a measure of the degree to which an Offeror has satisfied its customers (including PPPL if applicable) in the past. PPPL will contact some or all of each Offeror's listed customers to ask if: (1) the Offeror delivered a quality product which was compliant with the customer's requirements; (2) the Offeror's performance conformed with the terms and conditions of its contract, including the delivery schedule; and (3) the Offeror was reasonable and cooperative during performance and committed to customer satisfaction. PPPL may choose to visit customer references provided by the Offeror to observe installed equipment and interview the end users. PPPL may also use other sources of information including, but not limited to: Federal, state, or local governmental agencies, better business bureaus, published media, or electronic databases.

8. SOURCE SELECTION DECISION

RELATIVE IMPORTANCE OF THE EVALUATION FACTORS. A proposal must be acceptable in order for the Offeror to be eligible for award. PPPL will not award a subcontract on the basis of an unacceptable offer. Thus, acceptability of the proposal is the most important evaluation factor. PPPL considers the capability of the Offeror to be more important than price; however, PPPL will not select an Offeror for award on the basis of a superior capability without concern for the amount of its price. The relative impact that capability and price will have on the source selection decision will depend, in part, on the marginal differences among the competing Offerors.

SELECTION DECISION PROCESS. In order to select the winning Offeror, PPPL will rank the Offerors from best to worst by making a series of paired comparisons among them, trading off marginal differences in capability and price between the members of each pair. If one member of a pair has both the better capability and the lower price, then that member will be the better value. If one member has the better capability and the higher price, then PPPL will decide whether the marginal difference in capability is worth the marginal difference in price. If PPPL considers the better capability to be worth the higher price, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. PPPL will continue to make paired comparisons until the Offeror representing the best value has been decided.

BASIS FOR AWARD. Award will be made to the Offeror submitting the proposal determined to be the best overall value to PPPL considering price and capability. The best overall value will be determined by comparing differences in capability with differences in price. In making this comparison, PPPL is more concerned with obtaining superior capability than with making an award at the lowest price. However, PPPL will not make an award at a significantly higher price to achieve only slightly superior capability. Award may not necessarily be made to the Offeror submitting the lowest price, or to the Offeror with the highest level of capability. Price may be determinative to the extent that PPPL determines that no significant difference exists in capability among Offerors. Significance will be determined on the basis of what the difference might mean in terms of performance and what it would cost PPPL to take advantage of it.

PPPL reserves the right to reject any proposal in total or in part, with or without prior discussion with the Offeror if the proposal (a) is not submitted in the format specified in this RFP or does not include all of the information requested by PPPL; (b) is not in accordance with the instructions contained in this RFP; (c) contains irregularities of any kind; or, (d) is submitted by an Offeror who is determined to be unqualified by PPPL.

PPPL reserves the right to cancel this procurement at any time without making an award if all proposals submitted substantially exceed PPPL's budgeted funding for this project.

9. PROPOSAL PREPARATION COSTS

This Request for Proposal (RFP) is not intended and shall not be construed to commit Princeton University or the U. S. Government to pay any costs incurred in connection with the preparation of any proposal or to procure any items or services.

10. PROPOSAL VALIDITY PERIOD

Proposals are to be firm for a period of 90 days from the closing date specified in this RFP.

11. COST AND PRICING DATA

Offerors are advised that they must be prepared to furnish detailed cost or pricing data to support their proposed price in the event that PPPL deems such information necessary.

12. SALES TAX EXEMPTION

Princeton University is exempt from New Jersey Sales Tax. A copy of PPPL's sales tax exemption form will be provided upon request.

13. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Offeror by written notice if the PPPL RFP Coordinator receives such notice prior to the RFP closing date.

14. LATE PROPOSALS

Any proposal, including notifications of withdrawal or modification, received by PPPL after the closing date specified for this RFP shall be considered to be late. Except as otherwise specifically provided for in this RFP, the Laboratory may consider for award such late proposals if it is in the best interest of PPPL.

15. ORDER OF PRECEDENCE

In the event of an inconsistency in the RFP documents, the inconsistency shall be resolved by giving precedence to the documents in the following order:

1. Cover Letter
2. Instructions for Proposal Preparation (Section I of this RFP)
3. Sample Subcontract Agreement (Section IV of this RFP)
4. Statement of Work (Section II of this RFP)
5. Other documents included in the RFP or incorporated by reference

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SECTION II

STATEMENT OF WORK

**Statement of Work
For
Tape Library and Storage Area Network Procurement**

Revision 1.2

Dated: March 26, 2004

Prepared By:	Jim Hirsch	(Cognizant Engineer/ATI)
Reviewed By:	Jerry Levine	(ES&H)
Reviewed By:	Frank Malinowski	(Quality Assurance)
Approved By:	Steve Davis	(Supervisor/RLM)
Approved By:	Dori Barnes	(ADPE officer)

**Princeton University
Plasma Physics Laboratory
PO Box 451
Princeton, NJ 08543
609-243-2000**

SOW: Tape Library and Storage Area Network Procurement

1.0 Scope

Princeton Plasma Physics Laboratory (PPPL) is seeking to purchase a fiber-channel based computer storage area network (SAN) including a robotic tape library, a disk storage array, SAN switches and cables, storage array file servers (optional), and associated maintenance and support. On-site installation services are required for all hardware components.

2.0 Applicable Documents

N/A

3.0 Requirements

3.1 Statement of Work Activity

The vendor will specify hardware components and software which work together to provide a fully functional fiber channel-based storage area network. A general description of the products and services required includes the following:

- Robotic tape library
- Disk storage array
- Storage area network fiber channel switches and cables
- Disk storage array NFS file servers (optional*)
- Hardware and software warranty, maintenance, and support
- Onsite installation, setup and testing of all hardware

Detailed requirements and specifications for the above listed materials and services are included in section 3.2

*Note that the disk storage file servers are optional for this procurement (see section 3.2.4 for further details).

SOW: Tape Library and Storage Area Network Procurement

3.2 Materials

3.2.1 Robotic Tape Library

3.2.1.1 One Tape Library with the following specifications:

- 600-700 tape slots
- 4 to 6 tape drives of one of these 3 types:
 - SDLT600
 - LTO-GEN-2
 - SDLT320
- fiber channel interface to library or drives
- certified and compatible with: Veritas Netbackup Datacenter version 4.5 or 5.0 Veritas Netbackup Shared Storage Option (SSO)
- starter tapes to populate library for initial operation in the following quantity based on the type of drives delivered:
 - (40) SDLT600 media, or
 - (60) LTO-GEN-2 media, or
 - (70) SDLT320 media
- Veritas Netbackup software licenses and support licenses for base and SSO option.
- Fiber channel HBA for Dell Poweredge Server (Netbackup media server) running Red Hat Linux Advanced Server
- Fiber channel cables for Dell Poweredge Server to SAN switch
- Fiber channel cables for tape library to SAN switch.

3.2.1.2 Tape library maintenance, support, and installation

- On-site setup and installation in the PPLCC computer center.
- full warranty support for a minimum of 3 years
- minimum 12x5 (Monday-Friday) telephone support, 4 hour response
- next day, on-site response for hardware repairs

3.2.2 SAN disk storage array

3.2.2.1 One SAN disk storage array with the following specs:

- initial capacity: 4TB (minimum), 8TB (preferred)
- expandable to 12-14TB within same storage cabinet
- dual redundant fiber-channel controllers
- disk technology: ATA, Fiber channel, or SCSI
- minimum of 32 LUNs per controller
- System I/O performance: minimum of 30,000 IOPs
- OS support: Solaris, Linux, VMS, Windows2000/XP/2003
- Hardware support: SPARC, x86, AMD, Alpha, tape device TBD

SOW: Tape Library and Storage Area Network Procurement

3.2.2.2 Disk storage array: maintenance, support, and installation

- On-site installation and setup in the PPLCC computer center
- full warranty support for a minimum of 3 years
- minimum 8am-5pm (Mon-Fri) phone support, 4 hour response
- advance warranty exchange for disk drives

3.2.3 SAN switches

3.2.3.1 two (2) SAN Switches, each:

- 8 ports, expandable to 16
- 1-2Gb port speed, auto-negotiating but hard settable
- switches connect at 250meters with 62.5 multimode fiber at 1Gb (minimum), 2Gb (preferred)
- OS support: Solaris, Linux, VMS, Windows2000/XP/2003
- Hardware support: SPARC, x86, AMD, Alpha, tape device TBD

3.2.3.2 SAN switch maintenance, support, and installation

- On-site installation and setup in the PPLCC computer center
- full warranty support for a minimum of 3 years
- minimum 8am-5pm (Mon-Fri) phone support, 4 hour response

3.2.4 Storage Array Fileservers (optional)

3.2.4.1 Two servers, each:

- dual CPUs with minimum 1GHz clock speed
- rack mountable, including rackmount kits
- minimum of 2 GB RAM
- dual hot swap hard drives with RAID-1
- minimum of (2) 10/100/1000 NICs
- redundant hot swap power supplies
- dual power cords
- 2Gb Fiber channel host bus adapter (HBA)
- PCI expansion capability for a second fiber-channel HBA
- Fiber channel cables
- CDROM/DVD drive for software installation
- OS: Solaris/SPARC
- Client software support for: NFSv2, NFSv3, SMB/CIFS

At their option, vendors may or may not include the file servers as a part of their proposals. In the event that file servers are not provided by the vendor, they shall certify that the their Tape Library/SAN will be

SOW: Tape Library and Storage Area Network Procurement

compatible with and will operate with and support the fileserver configuration shown above. In this case, PPPL will procure the fileserver separately and provide them for incorporation by the vendor into the SAN.

3.2.4.2 Fileserver maintenance, support, and installation

- On-site setup and installation is the PPLCC computer center
- full warranty support for minimum of 1 year
- minimum 8am-5pm (Mon-Fri) phone support, 4 hour response
- advance warranty exchange for disk drives

3.3 Environment, Safety, and Health

3.3.1 Installation of robotic tape library in PPLCC computer room by outside contractor

A Job Hazard Analysis (JHA) was performed in the PPLCC computer room in accordance with PPPL procedure ESH-004. The analysis identified one potential hazard, the under-floor carbon dioxide fire protection system. This system will be disabled by PPLCC operations personnel in accordance with existing procedures prior to commencement of equipment installation if the installer requires access under the PPLCC floor. No installer training will be required.

Workers on-site to install equipment in the PPLCC computer room will be briefed by PPPL personnel on the results of the internal Job Hazard Analysis prior to commencement of work in the computer room.

3.4 Codes and Standards

Not applicable

3.5 Identification and Marking

Not applicable

3.6 Workmanship

Not applicable

SOW: Tape Library and Storage Area Network Procurement

4.0 Test and Inspection Requirements

4.1 Performance Tests

The vendor, with PPPL oversight, shall perform testing on the storage area network to demonstrate compliance with the specified performance requirements.

4.2 Acceptance Tests

4.2.1 Robotic tape library and SAN

After completion of onsite installation and setup, the vendor shall perform tests sufficient to demonstrate basic functionality of the tape robot, tape drives, controllers, and SAN using standard procedures. The on-site installer will assist PPPL personnel in connecting the tape library to the Dell Poweredge server, and verify basic access to the tape library with the Veritas Netbackup software.

5.0 Quality Assurance Requirements

Not applicable

6.0 Documentation Requirements

Standard system hardware and software documentation, in either printed or electronic format, is required for all materials described in section 3.2. This should include equipment installation and configuration manuals, original software distribution media, and any other documentation required for maintenance and operation of the equipment and software.

The vendor will provide a record of any settings unique to the PPPL equipment and provide information on restoring these settings should the situation arise.

7.0 Shipping Storage and Handling

All materials

8.0 Deliverables

Materials defined in section 3.2, including the robotic tape library, disk storage array, fiber channel switches, and disk file servers will be delivered to PPPL via standard shipping methods. The robotic tape library must be delivered directly to the PPLCC computer center.

SOW: Tape Library and Storage Area Network Procurement

9.0 Warranty

Required vendor warranties for hardware and software are specified in section 3.2.

10.0 Attachments

Completed Job Hazard Analysis form pertaining to installation of equipment in the PPLCC computer room is attached.

11.0 Reliability

PPPL places a strong emphasis on high reliability of all equipment and software. All equipment should include reliability statistics based on actual field studies and/or existing customer feedback. Reliability of both hardware (controllers, drives, etc) and software (operating system, drivers, modules) is equally important.

12.0 System Interoperability

Robotic tape libraries and tape drives proposed that are newly announced must be certified with Veritas Netbackup and fully compatible by delivery date of library.

Certified firmware for the robotic tape library must be installed by the time of delivery. All firmware must be compatible with SAN fiber channel switches and the SAN disk storage array.

RFP 04-036-G

SECTION III

PROPOSAL FORMS

PROPOSAL PRICING AND INFORMATION FORM

RFP 04-036-G
PROPOSAL INFORMATION AND PRICING FORM

TO: PRINCETON UNIVERSITY
 PLASMA PHYSICS LABORATORY
 JAMES FORRESTAL CAMPUS
 P.O. BOX CN-17
 PRINCETON, NEW JERSEY 08543
 ATTENTION: SHARON R. WARKALA
 RFP 04-036-G COORDINATOR

SUBJECT: REQUEST FOR PROPOSALS 04-036-G
TAPE LIBRARY AND STORAGE AREA NETWORK (SAN)

(FIRM NAME)

(BUSINESS ADDRESS)

(1) For the total firm fixed price of _____ **dollars** (\$ _____), the above named Offeror proposes to design, configure, assemble, test, inspect, deliver and install all hardware, software, and related material and equipment comprising a Tape Library and Storage Area Network (SAN) solution and to install and test the solution onsite at PPPL in Princeton, NJ in accordance with the requirements set forth in RFP 04-036-G including the Statement of Work entitled *Statement of Work for Tape Library and Storage Area Network Procurement (Rev. 1.2)* and as further detailed in this proposal. This total price is based on the following line item pricing:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Robotic Tape Library per SOW Section 3.2.1	1	EACH	\$	\$
2	Veritas Netbackup Software Licenses for Robotic Tape Library per SOW Section 3.2.1.1	1	LOT		
2	SAN Disk Storage Array per SOW Section 3.2.2	1	EACH	\$	\$
3	SAN Switches per SOW Section 3.2.3	2	EACH	\$	\$
4	Storage Array Fileservers per SOW Section 3.2.4 NOTE: At their option, Offerors may or may not include these as a part of their proposed san solution. Offerors who choose not to offer storage array fileservers as a part of their solution shall certify that the proposed san solution will operate with the minimum configuration and the operating system described in sow section 3.2.4	2	EACH	\$	\$
5	On-site installation, integration, setup, and testing of the Tape Library and SAN Solution in the PPPL Computer Center including all fiber channel cables and other incidental materials for interconnection of components	1	LOT	\$	\$
6	Warranty and maintenance for all items (hardware and software) included in the proposed SAN Solution per SOW Sections 3.2.1.2, 3.2.2.2, 3.2.3.2, and 3.2.4.2	3	YEAR	\$	\$
TOTAL FIRM FIXED PRICE FOR PROPOSED SOLUTION					\$

RFP 04-036-G
PROPOSAL INFORMATION AND PRICING FORM

(2) This offered price is based on delivery of the "SAN Solution" and completion of all work described in the Statement of Work by _____ which is the *earliest practicable date* as defined in "Schedule", the last bulleted item in RFP Section I, Item #5 – Proposal Part II – Technical Ability and Qualification Information.

(3) All information and documentation requested in item #5 of RFP Section 1 has been prepared by the aforementioned Offeror in accordance with the instructions set forth therein and are included with this proposal.

(4) The following individual(s) are authorized to conduct discussions and provide information related to this proposal on behalf of the Offeror:

NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
PHONE: _____	PHONE: _____
FAX: _____	FAX: _____
EMAIL: _____	EMAIL: _____

(5) Acceptance of Sample Subcontract terms and conditions. Please initial the applicable statement below in the space provided:

_____ I hereby affirm that I have reviewed the terms and conditions set forth in the Sample Subcontract Agreement set forth in Section IV of RFP 04-036-G and will accept the terms and conditions set forth therein without exception if a Subcontract is awarded to my firm.

_____ I have reviewed the terms and conditions set forth in the Sample Subcontract Agreement set forth in Section IV of RFP 04-036-G. In the event that my firm is selected for award of a Subcontract, I request that the exceptions and/or proposed revisions set forth in this proposal at Section _____ be considered by PPPL. I understand that my proposal may be considered to be non-responsive depending on the extent and nature of the proposed exceptions/revisions and my firm's willingness to discuss or negotiate these proposed exceptions/revisions with PPPL.

_____ I am submitting this proposal pursuant to the terms, conditions, and pricing contained in a GSA Contract or other Federal Government Contract Arrangement as identified below:

**Insert Contract No. and/or other identifier above and
include a copy of the contract with your proposal.**

RFP 04-036-G
PROPOSAL INFORMATION AND PRICING FORM

(5) By submission of this signed *Proposal Information and Pricing Form*, the undersigned hereby certifies that the information provided is current, accurate, and complete as of the date submitted. The Offeror agrees that this proposal will remain valid for 90 days from the closing date specified for this RFP.

Signature of Authorized Individual

Typed Name

Title

Date

**AFFIX
CORPORATE
SEAL**

PPPL REPRESENTATIONS AND CERTIFICATIONS



RFP 04-036-G

Note: This booklet must be executed by an official authorized to sign on behalf of your organization and returned as soon as possible. When standard, off-the-shelf or construction items are being furnished, the following items should be marked "Not Applicable" if they do not apply:

<u>Item No.</u>	<u>Title</u>	<u>N/A</u>
17	<i>Rights to Proposal Data</i>	<input type="checkbox"/>
18.	<i>Representation of Limited Rights Data and Restricted Computer Software</i>	<input type="checkbox"/>
19.	<i>Royalty Payments and Information</i>	<input type="checkbox"/>
20.	<i>Notice of Right to Request Patent Waiver</i>	<input type="checkbox"/>

The offeror represents and certifies as part of its offer that (check all items that apply):

1.

NAME OF COMPANY/ORGANIZATION
STREET ADDRESS
CITY, COUNTY, STATE, AND ZIP/POSTAL CODE (AS APPLICABLE)
COUNTRY

2. TYPE OF BUSINESS ORGANIZATION

Operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, incorporated under the laws of the State of _____, with principal place of business located at _____.

DUNS Contractor Establishment Number: _____
 Taxpayer Identification Number (TIN): _____
 Social Security Number (Individuals only): _____

3. SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) (ALTERNATE I) (APR 2002)

*****This certification is derived from FAR 52.219-1*****

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541512.**

(2) The small business size standard is **\$21.0 Million in average annual receipts.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a end product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.



(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate I (APR 2002).

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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



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

Women-owned small business concern means a small business concern-

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

4. USE OF RADIOACTIVE MATERIALS *(For purposes of these questions, "radiation" includes particles capable of causing ionization of material or changes in nuclear characteristics of material. It does not include laser, IR, UV or microwave radiation.)*

(a)	Is there any planned or potential use of radioactive material under the proposed subcontract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(b)	Is there any planned or potential use of a radiation-producing device (e.g., accelerator, reactor, x-ray machine, fusion device)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If (a) or (b) above is answered "yes," please provide the following information:			
Principal Investigator Name _____		Phone No. _____	
Health Physicist/Rad. Safety Officer Name _____		Phone No. _____	

5. GOVERNMENT OWNED FACILITIES

Will Offeror's personnel perform any part of the work at a Government-Owned, Contractor-Operated (GOCO) facility, or at a Government-Owned, Government-Operated (GOGO) facility?

Yes No ; if Yes check appropriate type facility GOCO or GOGO



6. BUY AMERICAN CERTIFICATE (JUNE 2003)

*****This certification is derived from FAR 52.225-2*****

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside of the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

[Attach a continuation sheet if necessary]

(c) Princeton will evaluate offers in accordance with the evaluation criteria (if any) and the Basis of Award outlined in the solicitation.

7. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

*****This certification is derived from FAR 52.203-2*****

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
 _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization;
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.



8. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

*****This certification is derived from FAR 52.203-11*****

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to Princeton; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of lower tier subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

*****This certification is derived from FAR 52.209-5*****

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) **Are []**, **are not []** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have []** **have not []**, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) **Are []** **are not []** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror **has []**, **has not []** within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).



This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to Princeton if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Princeton may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to Princeton, Princeton may terminate the contract resulting from this solicitation for default.

10. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

*****This certification is derived from FAR 52.230.1*****

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman Numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant subcontract.

If the offeror is an educational institution, Part II does not apply unless the contemplated subcontract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any subcontract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a subcontract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.



(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise Princeton immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to Princeton, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise Princeton immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. Yes No

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)



*****This certification is derived from FAR 52.222-22*****

The offeror represents that--

(a) It **has** **has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.

(b) It **has** **has not** filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed lower tier subcontractors, will be obtained before lower tier subcontract awards.

12. AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

*****This certification is derived from FAR 52.222-25*****

The offeror represents that (a) it **has** developed and has on file, **has not** developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

13. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

*****This certification is derived from FAR 52.222-23*****

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Subcontractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade:	Goals for female participation for each trade:
<u>5.8%</u>	<u>6.9%</u>

These goals are applicable to all the Subcontractor's construction work performed in the covered area. If the Subcontractor performs construction work in a geographical area located outside of the covered area, the Subcontractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Subcontractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Subcontractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from subcontractor to subcontractor, or from project to project, for the sole purpose of meeting the Subcontractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 604. Compliance with the goals will be measured against the total work hours performed.

(d) The Subcontractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the subcontract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.



(e) As used in this Notice, and in any subcontract resulting from this solicitation, the "covered area" is Plainsboro Township, Middlesex County, New Jersey.

14. RECOVERED MATERIAL CERTIFICATION (OCT 1997)

*****This certification is derived from FAR 52.223-4*****

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

15. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) WITH ALTERNATE I

*****This certification is derived from FAR 52.223-9*****

(a) Definitions. As used in this clause-

"Post consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Subcontractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this subcontract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable subcontract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(c) The Subcontractor, on completion of this contract, shall-

- (1) Estimate the percentage of the total recovered material used in subcontract performance, including, if applicable, the percentage of post consumer material content; and
- (2) Submit this estimate to Princeton's Subcontract Administrator.

16. ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) ALTERNATE I (JUN 1997)

*****This certification is derived from DEAR 952.209-72*****

(a) Purpose. The purpose of this clause is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests that relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities



covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Subcontractor's Work Product. (i) The Subcontractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract for a period of (Princeton Administrator -- see DEAR 9.507-2 and enter specific term) years after the completion of this subcontract. Furthermore, unless so directed in writing by Princeton, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.

(ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort that is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by Princeton, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the Subcontractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of Princeton it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Subcontractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to Princeton's Subcontract Administrator. Such disclosure may include a description of any action that the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Princeton may, however, terminate the Subcontract for convenience if it deems such termination to be in the best interest of Princeton.

(2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to Princeton, Princeton may terminate this subcontract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, Princeton may terminate the subcontract for default, disqualify the



Subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to Princeton and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of Princeton, Princeton's Subcontract Administrator may grant such a waiver in writing.

(f) Lower Tier Subcontracts. (1) The Subcontractor shall include a clause, substantially similar to this clause, including this paragraph (f), in lower tier subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "subcontract," "Subcontractor," "Princeton" and "Contracting Officer" shall be appropriately modified to preserve Princeton's rights.

(2) Prior to the award under this subcontract of any such lower tier subcontracts for advisory and assistance services, the Subcontractor shall obtain from the proposed lower tier subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Subcontractor. If the conflict cannot be avoided or neutralized, the Subcontractor must obtain the approval of Princeton's Subcontract Administrator prior to entering into the lower tier subcontract.

17. RIGHTS TO PROPOSAL DATA TECHNICAL (JUN 1987)

*****This representation is derived from FAR 52.227-23*****

Except for data contained on pages _____ thru _____ it is agreed that as a condition of award of this subcontract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this subcontract) in and to the technical data contained in the proposal dated _____, 200__ upon which this subcontract is based.

18. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

*****This representation is derived from FAR 52.227-15*****

(a) This solicitation sets forth the work to be performed if a subcontract award results, and Princeton's known delivery requirements for data (as defined in FAR 27.401). Any resulting subcontract may also provide Princeton the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the subcontract. Any data delivered under the resulting subcontract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this subcontract. Under the latter clause, a Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides Princeton the right to inspect such data at the Subcontractor's facility.

(b) As an aid in determining Princeton's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a subcontract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:



Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

19. ROYALTY PAYMENTS AND INFORMATION (APR 1984)

*****This representation is derived from FAR 52.227-6*****

In order that Princeton and DOE may be informed regarding royalty payments to be made by a subcontractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the subcontract price, or is to be reimbursed by the Government, check one of the following:

The subcontract price includes no amount representing the payment of royalty by the offeror directly to others in connection with the performance of the subcontract.

The subcontract price includes an amount for royalty payment expected to be made in connection with the proposed award.

Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor: _____

(2) Date of license agreement: _____

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable: _____

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

(5) Percentage or dollar rate of royalty per unit: _____

(6) Unit price of contract item: _____

(7) Number of units: _____

(8) Total dollar amount of royalties: _____

Copies of current licenses. In addition, if specifically requested by Princeton before execution of the subcontract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

20. NOTICE OF RIGHT TO REQUEST PATENT WAIVER (FEB 1998) (This clause is not applicable to small businesses and nonprofit organizations)

*****This representation is derived from DEAR 952.227-84*****

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR Part 784.

SIGNATURE



The above-cited representations and certifications are hereby executed for:

NAME OF OFFEROR: _____

BY: _____
(Signature of Person Authorized to Legally Bind the Offeror)

NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

RFP 04-036-G

SECTION IV

SAMPLE SUBCONTRACT AGREEMENT

SUBCONTRACT AGREEMENT

by and between

THE TRUSTEES OF PRINCETON UNIVERSITY

(hereinafter called "Princeton", "Plasma Physics Laboratory", "PPPL" or "Buyer")

and

SUBCONTRACTOR TO BE DETERMINED

Hereinafter called the "Subcontractor" or "Seller", and whose official business address is: **TBD**

WITNESSETH:

WHEREAS IT IS UNDERSTOOD THAT:

(i) the United States of America (hereinafter referred to as the "Government"), acting through a duly authorized Contracting Officer of the United States Department of Energy (hereinafter referred to as "DOE") has heretofore entered into Contract DE-AC02-76-CHO3073 (which contract is hereinafter referred to as the "Prime Contract") with Princeton whereunder certain work was undertaken to be performed for the Government;

(ii) Princeton has undertaken performance (either by such Prime Contract or by issuance of a Subcontract thereunder) of all or a portion of such work; and

(iii) the Buyer desires to have the Seller perform the work called for by this Agreement and the Seller desires to so perform upon the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - STATEMENT OF WORK

The Subcontractor agrees to design, configure, assemble, deliver, install, and test a "turnkey solution" for a Tape Library and Storage Area Network (SAN) that is compliant with the performance requirements specified in PPPL Statement of Work for Tape Library and Storage Area Network Procurement (Revision 1.2) set forth at Schedule B of this Subcontract and as further detailed in the Subcontractor's Technical Proposal incorporated herein by reference.

ARTICLE II – DELIVERY SCHEDULE AND TERM OF SUBCONTRACT

This Subcontract shall be effective as of the date signed by both Parties and shall remain in effect until TBD or until all work specified in the Statement of Work is completed and accepted by PPPL, whichever is sooner. The delivery schedule and term of the Subcontract may be modified by the mutual agreement of the Parties.

This Subcontract includes additional hardware and software warranty/maintenance coverage providing for coverage of hardware and software delivered and installed under this Subcontract for a period of ____ years following acceptance as described in the Subcontractor's Proposal. This coverage shall remain in effect for the stated period without regard to the end of the stated Subcontract term.

ARTICLE III - CONSIDERATION AND FUNDING

A. In consideration for completion of all work as specified in *Article I*, the Subcontractor shall be paid the **firm fixed price of \$TBD** subject to acceptance of all items and services by PPPL in accordance with *Article V*. This amount will be paid out in a single lump sum payment conditioned upon acceptance of the Tape Library and SAN solution by PPPL.

B. Notwithstanding the firm fixed price established in Paragraph A of this *Article*, the amount obligated and currently available for payment is **\$TBD**.

ARTICLE IV - INVOICES AND PAYMENTS

A. The Subcontractor shall submit one invoice for payment after formal acceptance of all work is made by PPPL. Payment will be made by PPPL in accordance with *Clause 1.15 – Payment* in Schedule A. Payments will be released by PPPL within 30 days after receipt of a proper invoice provided that all deliverable items are accepted by PPPL in accordance with Article V and conditioned upon review and approval of the invoice by the PPPL Technical Representative.

B. The Subcontractor shall cite the Subcontract number on the invoice and shall submit the invoice to the following address:

Princeton University
Plasma Physics Laboratory
P.O. Box 451
Princeton, NJ 08543
General Accounting/SAMPLE

ARTICLE V – ACCEPTANCE BY PPPL

Acceptance by PPPL of the Tape Library and SAN solution delivered under this Subcontract shall take place upon demonstration by the Subcontractor that the Tape Library and SAN solution conforms with all requirements specified in the Statement of Work set forth at Schedule B of this Subcontract. The Subcontractor shall demonstrate this by performing all required performance and acceptance tests and achieving successful results and provided that all data and documentation required has been submitted to PPPL.

ARTICLE VI - TECHNICAL AND ADMINISTRATIVE REPRESENTATIVES

The following Technical and Administrative representatives have been designated for this Subcontract:

SUBCONTRACTOR'S REPRESENTATIVES:

TECHNICAL	TBD	PHONE: TBD
ADMINISTRATIVE	TBD	PHONE: TBD

PPPL'S REPRESENTATIVES:

TECHNICAL		PHONE: (609)243-
ADMINISTRATIVE	Sharon R. Warkala	PHONE: (609)243-2691

Princeton's Technical Representative (PTR) designated above is responsible for day-to-day clarifications and guidance as may be required within the scope of the Statement of Work.

Contacts with Princeton regarding cost or prices, terms, quantities, deliveries, or financial adjustments shall only be made with the PPPL designated Administrative Representative. Agreement and/or actions taken by the Subcontractor, which by their nature effect a change to this Subcontract, shall only be binding upon PPPL when such agreement or action is specifically authorized in writing by PPPL's Administrative Representative. All correspondence and communication between the Subcontractor and PPPL shall be addressed to and directed through Princeton's Administrative Representative.

PPPL shall be responsible for all liaison and communication with the Government and/or PPPL's customers as well as PPPL's other subcontractors for the length of this Subcontract.

ARTICLE VII – SHIPPING INFORMATION

A. The Subcontractor shall notify the PPPL Administrative Representative in advance of shipping any equipment to PPPL and shall provide an estimated date of arrival for the delivery. This is necessary to permit PPPL to make appropriate advance arrangements for forklifts and other material handling equipment and manpower available upon arrival of the equipment at PPPL.

B. The Subcontractor shall be responsible for packing, packaging, shipment, and delivery of all items in a safe and undisturbed condition **FOB Destination, Freight Prepaid and Included**. The Subcontractor shall mark each package, container, or crate with any applicable cautionary notices warning of improper handling and with any instructions for loading, unloading, shipment, or storage. Each package, container or crate shall be marked with PPPL Subcontract Number **SAMPLE**. A packing list shall be provided with each separate package, container or crate which identifies its contents.

C. Address shipments as follows:

◆ **Freight Address:**

US Department of Energy
c/o Princeton Plasma Physics Laboratory
US Route 1 North, Receiving #3
Princeton, NJ 08543

◆ **Mailing Address:**

Princeton Plasma Physics Laboratory
James Forrestal Campus
PO Box CN17, MS-12
Princeton, NJ 08543
ATTN: Sharon Warkala

ARTICLE VIII – PERFORMANCE ON PPPL PREMISES

A. All work performed on PPPL's premises under this Subcontract shall be governed by the provisions of this Subcontract. Subcontractor personnel assigned to work at PPPL will be subject to all PPPL

rules and regulations while on site.

- B. Subcontractor personnel may be required to attend PPPL-provided safety training as a prerequisite to commencing work onsite at PPPL and being issued an ID badge. The PPPL Technical Representative is responsible for determining the safety-related training applicable for this work and for scheduling and coordinating the training sessions for the Subcontractor's personnel.
- C. All Subcontractor personnel will be issued a PPPL ID badge on the first day assigned to work at the Laboratory. Subcontractor personnel will be required to wear the assigned badges at all times while on site at PPPL. Upon completion or termination of the PPPL assignment, Subcontractor personnel must surrender their ID badges. This normally occurs on the last work day of the assignment.

ARTICLE IX – TERMS & CONDITIONS FOR COMMERCIAL ITEMS

The **PPPL TERMS & CONDITIONS FOR COMMERCIAL ITEMS OR SERVICES** are hereby incorporated into and made a part of this Subcontract and are set forth in Schedule A.

ARTICLE X - SUBCONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are hereby incorporated and made part of this Subcontract. In the event of an inconsistency between provisions of this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

- (1) ARTICLES OF SUBCONTRACT
- (2) SCHEDULE A PPPL Terms & Conditions for Commercial Items or Services
 PPL-PD-CTC; Rev. 7; 10/2003
- (3) SCHEDULE B Statement of Work for Tape Library and Storage Area Network Procurement
 (Revision 1.2)
- (4) SUBCONTRACTOR'S PROPOSAL incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Subcontract SAMPLE:

WITNESS AS TO SIGNATURE ON BEHALF
OF PRINCETON UNIVERSITY

THE TRUSTEES OF
PRINCETON UNIVERSITY

BY: _____

BY: _____

TYPED: _____

TYPED: _____

ADDRESS: _____

TITLE: _____

DATE: _____

WITNESS AS TO SIGNATURE ON BEHALF
OF SUBCONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

TYPED: _____

TYPED: _____

ADDRESS: _____

TITLE: _____

DATE: _____

SUBCONTRACT SAMPLE

SCHEDULE A

PPPL TERMS & CONDITIONS FOR COMMERCIAL ITEMS OR SERVICES



1. The following clauses are applicable to all subcontracts, purchase orders and agreements for commercial items awarded by Princeton University Plasma Physics Laboratory.

1.1 DEFINITIONS (MAY 2002)

The following terms shall have the meanings set forth below:

- (a) "Agreement" means Purchase Order, Subcontract, Price Agreement, Basic Ordering Agreement, or any modifications thereof.
- (b) "Contracting Officer" means a federal employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- (c) "Government" means the United States of America and includes the United States Department of Energy (DOE) or any duly authorized representative thereof.
- (d) "Item" means "commercial item" or "commercial component" as defined in Federal Acquisition Regulation (FAR) 52.202-1.
- (e) "PPPL" means the Princeton Plasma Physics Laboratory operated by Princeton for DOE under Prime Contract No. DE-AC02-76CHO3073.
- (f) "Princeton" means the Trustees of Princeton University.
- (g) "Subcontract Administrator" means Princeton's cognizant Procurement Division representative.
- (h) "Subcontractor" means the person or organization that has entered into this Agreement with Princeton.

1.2 TERMS OF ACCEPTANCE (MAY 2002)

Acceptance of this Agreement is expressly limited to the terms and conditions appearing hereon and to any terms and conditions attached hereto. This Agreement, once accepted, constitutes a contract, and it shall be governed and construed according to the law of the State of New Jersey. Performance by the Subcontractor without an effective acknowledgment shall be deemed to be performance in accordance with the terms and conditions of this Agreement. This Agreement may not be modified or terminated orally, and neither modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

1.3 ORDER OF PRECEDENCE (MAY 2002)

In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order: 1) subcontract, agreement or purchase order face page(s); 2) special terms and conditions; 3) item description, including statement of work and/or specification, if applicable; and 4) these general terms and conditions.

1.4 RESOLUTION OF DISPUTES (MAY 2002)

(a) The Subcontractor and Princeton agree to make good faith efforts to settle any dispute or claim that arises under this Agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of alternative disputes resolution (ADR). In the event that non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be within 50 miles of Princeton, New Jersey. The mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, and each party shall bear its own discretionary costs. In the event that ADR fails or is not used, the parties may litigate the matter in a court of competent jurisdiction within the State of New Jersey, except for those matters which by statute, regulation or terms of another Subcontract clause, are to be decided by a specific body or forum. Any such proceeding in state court shall be venued in Mercer County.

(b) The parties agree that substantive issues presented for mediation, arbitration, dispute, claim, litigation or other effort at resolution shall be determined in accordance with the laws of the State of New Jersey, except for those matters reserved by statute, regulation or another Subcontract clause for determination under federal law.

(c) Pending settlement or final judgment with regard to the dispute, the Subcontractor shall proceed diligently with the performance hereof in accordance with Princeton's direction and instructions.

1.5 INDEMNITY (MAY 2002)

(a) The Subcontractor agrees to indemnify and hold harmless the Trustees of Princeton University and the United States Government, and their respective officers, employees and agents (the "Indemnitees"), from and against any and all liabilities, of whatsoever kind or nature, arising out of or in any way connected with the Subcontractor's performance under this Subcontract, excepting only (i) liability arising from affirmative acts, done with intent to cause loss, damage or injury, by the Indemnitees; (ii) liability arising from the sole negligence of the Indemnitees; or (iii) any express liability as may be specified elsewhere in this Subcontract.

(b) In the event of a claim or litigation arising out of Subcontractor's undertakings, activities or performance under this Subcontract, the Subcontractor shall take charge of any such claim and/or litigation and shall be responsible for defending same at Subcontractor's expense through legal counsel designated by the Subcontractor or the Subcontractor's insurer. Princeton shall have the right, in its discretion and without expense to the Subcontractor, to provide counsel to participate with the Subcontractor's counsel in the conduct of the defense. The Subcontractor may, at the Subcontractor's own expense; negotiate a settlement of any such claim and/or litigation. The Subcontractor shall pay, at the Subcontractor's own expense, any and all judgments arising out of or resulting from any such claims or litigation.

1.6 TERMINATION FOR CONVENIENCE (MAY 2002)

Princeton reserves the right to terminate this Agreement, or any part hereof, for the convenience of itself or the Government. In the event of such termination, the Subcontractor shall immediately stop all work terminated and shall immediately cause any and all of its affected



suppliers and sub-subcontractors to cease work. Subject to the terms of this Agreement, the Subcontractor shall be paid a percentage of the price reflecting the percentage of work performed prior to the notice of termination, plus reasonable charges that the Subcontractor, using its standard record keeping system, and to the satisfaction of Princeton, can demonstrate have resulted from the termination. The Subcontractor shall not be required to comply with cost accounting standards or contract cost principles for this purpose. This clause does not give Princeton or the Government the right to audit the Subcontractor's records. The Subcontractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

1.7 TERMINATION FOR DEFAULT (MAY 2002)

(a) Princeton may terminate this Agreement for default, in whole or in part, if the Subcontractor fails to comply with any of the terms of this Agreement, or fails to provide adequate assurance of future performance. In that event, Princeton shall not be liable for any amount for items not accepted.

(b) If this Agreement is terminated for default, Princeton may require the Subcontractor to deliver to Princeton all supplies and materials, manufacturing materials, and manufacturing drawings that the Subcontractor has specifically produced or acquired for the terminated portion of this Agreement. Princeton shall pay the agreed-upon price for completed items delivered and accepted. Princeton and the Subcontractor shall agree on the amount of payment for all other deliverables.

(c) The Subcontractor shall not be liable to Princeton for delays in performance occasioned by causes beyond the Subcontractor's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of the Subcontractor's suppliers at any tier. However, delays of the Subcontractor's suppliers at any tier must be proved to be beyond the control of both the Subcontractor and its suppliers and without fault or negligence of either.

(d) The rights and remedies of Princeton in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

1.8 INSPECTION (MAY 2002)

Princeton has the right to inspect and evaluate the work performed or being performed under the Subcontract, and the premises where work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Princeton performs inspection or evaluation on the premises of the Subcontractor or a sub-subcontractor, the Subcontractor shall furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

1.9 TAXES (MAY 2002)

(a) Princeton is exempt from New Jersey Sales Tax under Exemption Permit Number E-210-634-501/000. Subcontractor shall exclude New Jersey State Sales Tax from the Agreement price.

(b) Subcontractor warrants that the Agreement price includes all other applicable federal, state and local taxes and duties.

1.10 BANKRUPTCY (MAY 2002)

If the Subcontractor enters into bankruptcy, it shall give written notice via certified mail to the Subcontract Administrator within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing, by Princeton Agreement number, of all Princeton Agreements for which final payment has not yet been made.

1.11 ASSIGNMENT (MAY 2002)

(a) The Subcontractor shall not assign rights or obligations to third parties without the prior written consent of Princeton. However, the Subcontractor may assign rights to be paid amounts due or to become due to a financing institution if Princeton is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Princeton against the Subcontractor.

(b) Princeton reserves the right to transfer its duties and obligations under this Agreement to any third party.

1.12 TRANSPORTATION (MAY 2002)

If transportation is specified "FOB Origin," (a) no insurance cost shall be allowed unless authorized in writing by Princeton; (b) Subcontractor shall use the method of shipping designated by Princeton; and (c) the bill of lading shall be annotated to read: "Transportation is for the U. S. Department of Energy, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No. DE-AC02-76CHO3073. This may be confirmed by contacting the U. S. Department of Energy, Princeton Area Office, P. O. Box 102, Princeton, New Jersey 08542-0102."

1.13 TITLE (MAY 2002)

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

3-4 RISK OF LOSS (MAY 2002)

Where Princeton is liable to the Subcontractor for loss of conforming items occurring after the risk of loss has passed to Princeton, Princeton shall pay the Subcontractor the lesser of (1) the agreed price of such items; or (2) the Subcontractor's cost of replacing such items. Such loss shall entitle the Subcontractor to an equitable extension in delivery schedule obligations.

1.15 PAYMENT (MAY 2002)

Unless otherwise provided, terms of payment shall be net 30 days from the latter of (1) receipt of the Subcontractor's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Subcontractor indicates. Payments shall be made



either by check or electronic funds transfer, at the option of Princeton. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

1.16 COMPLIANCE WITH LAWS (MAY 2002)

The Subcontractor shall comply with all applicable federal, state and local laws and ordinances and all pertinent lawful orders, rules and regulations, and such compliance shall be a material requirement of this Agreement. The Subcontractor warrants that each chemical substance constituting or contained in items furnished by this Agreement is on the list of substances published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act as amended. With each delivery, the Subcontractor shall provide Princeton with any applicable Material Safety Data Sheet as required by the Occupational Safety and Health Act and applicable regulations including, without exception 29 CFR 1910.1200.

1.17 WARRANTY (MAY 2002)

The Subcontractor warrants that items delivered under this Agreement shall be in accordance with the Subcontractor's affirmation, description, sample or model and compliant with all requirements of this Agreement. The warranty shall begin upon acceptance and extend for a period of (1) the manufacturer's warranty period or six months, whichever is longer, if the Subcontractor is not the manufacturer and has not modified the item; or (2) the manufacturer's warranty period or one year, whichever is longer, if the Subcontractor is the manufacturer of the item or has modified it. If any nonconformity with item appears within the warranty period, the Subcontractor shall promptly repair or replace such items or re-perform services at its own expense. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at the Subcontractor's expense. If repair or replacement or re-performance of services is not timely, Princeton may elect to return the nonconforming items or repair or replace them or re-procure the services at the Subcontractor's expense.

1.18 NEW MATERIALS (MAY 2002)

Unless otherwise specified in this Agreement, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not exclude the use of recycled or recovered materials as defined by the Environmental Protection Agency in 40 CFR 247.

1.19 SUSPECT/COUNTERFEIT PARTS (MAY 2002)

(a) "Suspect/counterfeit parts" are parts that may be of new manufacture, but labeled to represent a different class of parts, or used and/or refurbished parts, complete with false labeling, that are represented as new parts. Three categories of suspect/counterfeit parts exist:

- (1) Fasteners, including bolts and nuts, made of carbon steel (designated as grade five or grade eight) or stainless steel, with headmarks or stamps shown on the headmark list that was prepared by the United States Customs Service (the list is provided as a

separate attachment to this Agreement, or is available upon request from Princeton);

(2) Piping valves and flanges bearing labels that falsely indicate that the items meet recognized ASME or ASTM consensus standards; and

(3) Used or refurbished molded-case electrical circuit breakers or similar type switch gear.

(b) Supplies furnished to Princeton under this Agreement shall not include suspect/counterfeit parts nor shall such parts be used in performing any work under this Agreement whether on or off the PPPL site.

(c) If suspect/counterfeit parts are furnished under this Agreement and are found on the PPPL site, such parts shall be impounded by Princeton or the Subcontractor as shall remove them directed by Princeton. The Subcontractor shall promptly replace such parts with supplies acceptable to Princeton, and the Subcontractor shall be liable for all costs relating to impoundment, removal and replacement.

(d) The rights of Princeton under this clause are in addition to any other rights provided by law or under this Agreement.

3-4 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000)

(a) The Subcontractor shall report to Princeton 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 Subcontractor has knowledge.

(b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this subcontract or out of the use of any supplies furnished or work or services performed hereunder, the Subcontractor shall furnish to the Government, when requested by the Contracting Officer or Princeton all evidence and information in possession of the Subcontractor pertaining to such suit or claim. Except where the Subcontractor has agreed to indemnify the Government, the Subcontractor shall furnish such evidence and information at the expense of the Government.

(c) The Subcontractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed \$25,000.

1.21 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 2002)

(a) Purpose. The purpose of this clause is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests, which relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities



covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Subcontractor's Work Product. (i) The Subcontractor shall be ineligible to participate in any capacity in DOE contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract for a period of years to be determined in writing by the contacting officer after the completion of this subcontract. Furthermore, unless so directed in writing by the contracting officer, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.

(ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort, which is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by Princeton, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of the Princeton it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the DOE based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the DOE.

(ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this subcontract.

(c) Disclosure after award.

(1) The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to Princeton. Such disclosure may include a description of any action, which the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Princeton may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to Princeton may terminate this subcontract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award Princeton may terminate the subcontract for default, disqualify the Subcontractor from subsequent related subcontractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to Princeton's Subcontract Administrator and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, Princeton may grant such a waiver in writing.

1.22 PRINTING (DEC 2000)

(a) To the extent that duplicating or printing services may be required in the performance of this subcontract, the Subcontractor shall provide or secure such services in accordance with the Government Printing and Binding Regulations, Title 44 of the U.S. Code, and DOE Directives relative thereto.

(b) The term "Printing" includes the following processes: Composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.



Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.

(c) Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.

(d) The Subcontractor shall include the substance of this clause in all lower tier subcontracts hereunder, which require printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations).

1.23 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000)

(a) Accounts. The Subcontractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Subcontractor in connection with the work under this subcontract, other applicable credits, negotiated fixed amounts, and fee accruals under this subcontract; and the receipt, use, and disposition of all Government property coming into the possession of the Subcontractor under this subcontract. The system of accounts employed by the Subcontractor shall be satisfactory to Princeton and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this subcontract shall be subject to inspection and audit by Princeton or its designees in accordance with the provisions of Clause— 5.9, Access to and Ownership of Records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Subcontractor shall afford Princeton proper facilities for such inspection and audit.

(c) Audit of lower tier subcontractors' records. The Subcontractor also agrees, with respect to any lower tier subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the lower tier subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the lower tier subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through Princeton.

(d) Disposition of records. Except as agreed upon by Princeton and the Subcontractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subcontractor in connection with the work under this subcontract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Subcontractor either as Princeton may from time to time direct during the progress of the work or, in any event, as Princeton shall direct upon completion or termination of this subcontract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause 5.9, Access to and Ownership of Records, all other records in the possession of the contractor relating to this subcontract shall be

preserved by the Subcontractor for a period of three years after final payment under this subcontract or otherwise disposed of in such manner as may be agreed upon by Princeton and the Subcontractor.

(e) Reports. The Subcontractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this subcontract as Princeton may from time to time require.

(f) Inspections. Princeton shall have the right to inspect the work and activities of the contractor under this subcontract at such time and in such manner, as it shall deem appropriate.

(e) Reports. The Subcontractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this subcontract as Princeton may from time to time require.

(f) Inspections. Princeton shall have the right to inspect the work and activities of the contractor under this subcontract at such time and in such manner, as it shall deem appropriate.

(g) Lower Tier Subcontracts. The Subcontractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the lower tier subcontract, costs incurred are a factor in determining the amount payable to the lower tier subcontractor.

(h) Comptroller General.

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Subcontractor's directly pertinent records involving transactions related to this subcontract or a lower tier subcontract hereunder.

(2) This paragraph may not be construed to require the Subcontractor or lower tier subcontractor to create or maintain any record that the Subcontractor or lower tier subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(3) Nothing in this subcontract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this subcontract.

2. Applicable when purchased items include services.

2.1 APPLICATION OF UNIFORM COMMERCIAL CODE (MAY 2002)

For purposes of items that include services, the Uniform Commercial Code Article 2, Parts 1, 3, 5, 6, and 7 as adopted by the State of New Jersey shall apply to this Agreement.

2.2 CHANGES (MAY 2002)

(a) Princeton may at any time, by written notice, make changes within the general scope of this Agreement in any one or more of the following: (1) description of the

services to be performed; (2) place of performance; and (3) the amount of services to be furnished. If any such change causes a difference in the cost of the services or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Agreement signed by both parties. Any claim for adjustment by the Subcontractor must be made within 30 days from the date of receipt of Princeton's change notice, although Princeton in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.

(b) Only the Subcontract Administrator is authorized on behalf of Princeton to issue changes. If the Subcontractor considers that any direction or instruction by Princeton personnel constitutes such a change, the Subcontractor shall not rely upon such instruction without written confirmation from the Subcontract Administrator. Nothing in this clause, including disagreement with Princeton about the equitable adjustment, shall excuse the Subcontractor from proceeding with the Agreement as changed.

3. Applicable to Agreements involving work on-site at PPPL.

3.1 TERMS AND CONDITIONS OF INSURANCE (MAY 2002)

(a) Where this Agreement requires the furnishing of on-site labor, the Subcontractor shall maintain and keep in force at Subcontractor's expense, the following minimum liability insurance coverage during the Agreement period of performance:

TYPE	IN THE NAME OF	MINIMUM LIMITS
(i) Workers Compensation Employer's Liability	Subcontractor	Statutory \$500,000
(ii) General Liability, including: Contractual, Premises Operations, Products and Completed Operations, Independent Contractors and Personal Injury. Bodily Injury & Property Damage Each Occurrence Aggregate	Subcontractor	\$2,000,000 \$2,000,000
(iii) Automobile Liability Bodily Injury & Property Damage	Subcontractor	\$1,000,000

(b) If the dollar value of this Agreement is \$500,000 or more, the Subcontractor shall maintain and keep in force at Subcontractor's expense, the following minimum liability insurance coverage during performance under this Subcontract:

TYPE	IN THE NAME OF	MINIMUM LIMITS
Owner's Protective Liability, including: Bodily Injury	The Trustees of Princeton University, including its	\$1,000,000

Each Occurrence Aggregate	agents and employees	\$2,000,000
Property Damage		
Each Occurrence		\$500,000
Aggregate		\$500,000

(c) "The Trustees of Princeton University, including its officers, employees and agents" shall be named as additional insureds in the General Liability policy specified in subparagraph (a)(ii).

(d) The Automobile Liability insurance specified in subparagraph (a)(iii) shall provide coverage for any vehicle used by the Subcontractor.

(e) The Subcontractor shall secure the Owner's Protective Liability insurance specified in subparagraph (b) with the same carrier that is furnishing the other General Liability insurance coverage.

(f) All policies shall be underwritten by a carrier licensed in the State of New Jersey and rated at least "A" in Best's.

(g) The amounts, where specified above, are minimums but shall not be construed to be sufficient for any particular subcontract. It shall be the Subcontractor's full responsibility to determine, obtain and maintain the insurance coverage necessary to adequately protect people and property during the performance of this Subcontract.

(h) Certificate(s) evidencing the above insurance coverages, with statement thereon that Princeton is an additional named insured as required above, shall be sent to the Subcontract Administrator before the Subcontractor's work begins. Renewal certificates shall be provided annually until the Subcontractor's work is completed. The Subcontractor shall not enter Princeton's facilities to perform its work unless it is and remains insured in accordance with the above requirements, unless waived by mutual agreement of Princeton and the Subcontractor. The Subcontractor shall indemnify Princeton for any loss suffered by Princeton for the failure of the Subcontractor to be so insured.

3.2 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The Subcontractor shall, in the performance of work, ensure that:



- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor and lower tier subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by Princeton and the Subcontractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The Subcontractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the Subcontractor will:
- (1) Define the scope of work,
 - (2) Identify and analyze hazards associated with the work,
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and,
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the Subcontractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Princeton's program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the Subcontractor will measure system effectiveness.
- (e) The Subcontractor shall submit to the Princeton documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the Princeton. Guidance on the preparation, content, review, and approval of the System will be provided by the Princeton. On an annual basis, the Subcontractor shall review and update, for Princeton's approval, its safety performance objectives, performance measures, and commitments consistent with and in response to Princeton's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist Princeton in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives either invoked or incorporated by reference in each individual clause of this subcontract. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
- (g) The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the Subcontractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Princeton may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the Princeton issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Princeton. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (h) Regardless of the performer of the work, the Subcontractor is responsible for compliance with the ES&H requirements applicable to this Subcontract. The Subcontractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the Subcontractor's compliance with the requirements.
- (i) The Subcontractor shall include a clause substantially the same as this clause in lower tier subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such lower tier subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the Subcontractor may choose not to require its lower tier subcontractor's to submit a Safety Management System for the Subcontractor's review and approval.



3-3 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The Subcontractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Subcontractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts, at all tiers, involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

3-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

Applicable if subcontract is greater than \$25,000 AND Subcontractor personnel are working on site at PPPL and have: 1-Access to or handling of special nuclear materials; 2-Work is of High risk danger to life, the environment, public health and safety, or national security; 3- Involves the transportation of hazardous materials to or from a DOE site.

(a) Program Implementation. The Subcontractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to Princeton subcontractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Subcontractor subject to: the suspension of subcontract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Lower Tier Subcontracts.

(1) The Subcontractor agrees to notify the Princeton reasonably in advance of, but not later than 30 days prior to, the award of any lower tier subcontract the Subcontractor believes may be subject to the requirements of 10 CFR part 707.

(2) Princeton shall require all subcontracts subject to the provisions of 10 CFR Part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. Princeton shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR Part 707.

(3) The Subcontractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

4. Applicable when purchase price includes royalty payments.

4.1 REFUND OF ROYALTIES (DEC 2000)

(a) The Subcontract price includes certain amounts for royalties, payable by the Subcontractor or lower tier subcontractors or both, reported to the Subcontract Administrator in accordance with the Royalty Information provision of the solicitation.

(b) During performance of this contract, if any additional royalty payments are proposed to be charged to the Princeton as costs under the contract that were not included in the original Subcontract price, the Subcontractor agrees to submit for approval of the Princeton prior to the execution of any licensing agreement the following information relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- (4) Brief description, including any part or model numbers of each subcontract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of subcontract item;
- (7) Number of units; and
- (8) Total dollar amount of royalties.
- (9) In addition, if specifically requested by the Princeton, the Subcontractor shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(c) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this subcontract or any subcontract hereunder. The term also includes any costs or charges associated with the access to, use of, or other right pertaining to data that is represented to be proprietary and is related to the performance of this subcontract or lower tier subcontracts, or the copying of such data or data that is copyrighted.

(d) The Subcontractor shall furnish to Princeton, before final payment under this subcontract, a statement of royalties paid, or required to be paid, in connection with performing this contract and lower tier subcontracts hereunder.

(e) The Subcontractor is compensated for any royalties reported under paragraph (b) of this clause only to the extent that such royalties were included in the contract price and are determined by the Princeton to be properly chargeable to the Government and allocable to the contract.

(f) Princeton shall reduce the subcontract price to the extent any royalties that are included in the subcontract price are not, in fact, paid by the Subcontractor or are determined by Princeton not to be properly chargeable to the Princeton and allocable to the subcontract. The Subcontractor agrees to repay or credit the Princeton accordingly, as Princeton directs. Regardless of prior Princeton approval of any individual payments or royalties, Princeton may contest at any time the enforceability, validity, scope of, or title to, a patent or the proprietary nature of data pursuant to which Princeton makes a royalty or other payment.

(g) If at any time within 3 years after final payment under this subcontract, the Subcontractor for any reason is relieved in whole or in part from the payment of the royalties included in the final subcontract price as adjusted pursuant to paragraph (f) of this clause, the Subcontractor shall promptly notify the Princeton of that fact and shall promptly reimburse Princeton in a corresponding amount.

(h) The Subcontractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

5.0 STATUTES OR EXECUTIVE ORDERS INCORPORATED BY REFERENCE: The Subcontractor agrees to comply with the following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses by reference, as they exist on the effective date of this contract, with the same force and effect as if they were in full text. For FAR provisions incorporated by reference, "Government" means "Princeton", Contracting Officer" means "Princeton Plasma Physics Laboratory's Procurement Division Buyer or Subcontract Administrator", except where statute or regulation vests authority exclusively in specific agencies or individuals, and "Contractor" means "Subcontractor". The FAR clauses are available through the General Services Administration (GSA) at <http://www.arnet.gov/far/>, and the DEAR clauses area available at <http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument>, or they may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. To the maximum extent practicable, the Supplier shall incorporate, and require its subcontractors, divisions, subsidiaries or affiliates at all tiers to incorporate commercial items or non-developmental items as components of items to be supplied under this Agreement. The Supplier is not required to include any FAR provisions or clauses other than those listed below to the extent that they are applicable and as may be required to establish the reasonableness of prices under FAR 15, in a subcontract at any tier for commercial items or components. The Supplier shall include the terms of this clause, including this statement, in lower-tier subcontracts awarded under this Agreement.

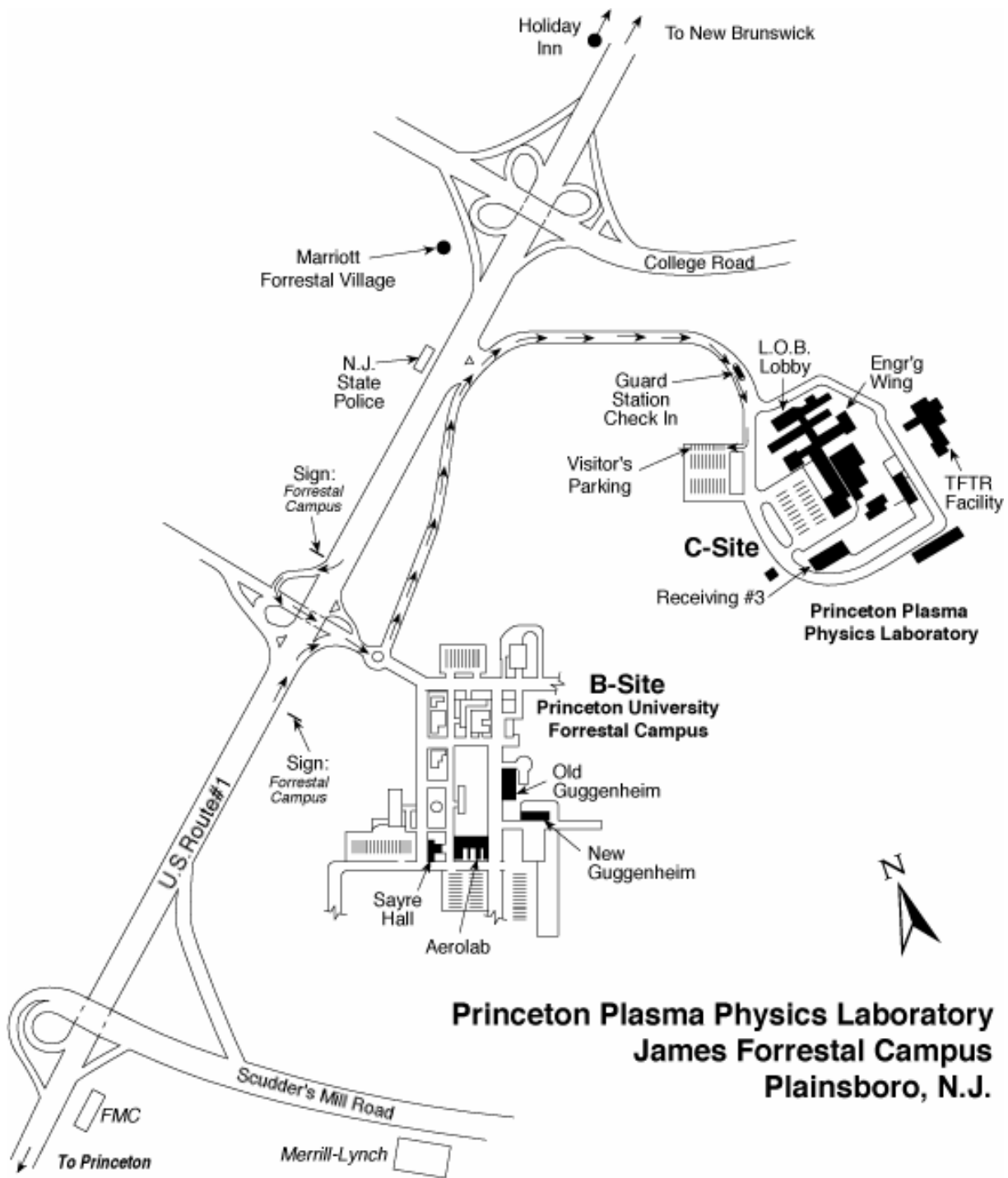
<u>Clause:</u>	<u>Title:</u>	<u>FAR Reference:</u>
5.1	UTILIZATION OF SMALL BUSINESS CONCERNS (For All Agreements Greater Than \$500,000)	52.219-8
5.2	SMALL BUSINESS SUBCONTRACTING PLAN (For All Agreements Greater Than \$500,000)	52.219-9
5.3	EQUAL OPPORTUNITY	52.222-26
5.4	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIET NAM ERA, AND OTHE ELIGIBLE VETERANS (Applicable to All Agreements Greater Than \$25,000)	52.222-35
5.5	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (For All Agreements Greater Than \$10,000)	52.222-36
5.6	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIET NAM ERA, AND OTHER ELIGIBLE VETERANS (For All Agreements Greater Than \$10,000)	52.222-37
5.7	PRIVACY ACT NOTIFICATION	52.224-1
5.8	PRIVACY ACT	52.224-2
5.9	BUY AMERICAN ACT – SUPPLIES (Applies to actions over \$25,000)	52.225-1
5.10	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	52.247-64
<u>Clause:</u>	<u>Title:</u>	<u>DEAR Reference:</u>
6.1	ACCESS TO AND OWNERSHIP OF RECORDS	970.5204-3
6.2	PATENT INDEMNITY – SUBCONTRACTS	970.5227-6

NOTHING FOLLOWS

SUBCONTRACT SAMPLE

SCHEDULE B

STATEMENT OF WORK



**Princeton Plasma Physics Laboratory
James Forrestal Campus
Plainsboro, N.J.**