



**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

RFQ NO. 04-035-G

Page 1

TO: «COMPANY_NAME» «ADDRESS_LINE_1» «ADDRESS_LINE_2» «CITY», «STATE» «ZIP_CODE» ΔTTN: «FIRST NAME» «LAST NAME»	EMAIL: «Email_Address» FAX: «FAX» RFQ ISSUE DATE: March 16, 2004 SUBMIT QUOTE BY: March 23, 2004 CLOSE OF BUSINESS
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COMPLETE ALL ITEMS AND FORWARD QUOTE TO THE ATTENTION OF THE RFQ CONTACT VIA REGULAR OR EXPRESS MAIL AT THE APPLICABLE ADDRESS SHOWN BELOW. QUOTES MAY BE FAXED OR EMAILED TO THE RFQ CONTACT BY THE DEADLINE; HOWEVER, HARD COPIES MUST BE RECEIVED BY THE RFQ CONTACT WITHIN TWO BUSINESS DAYS AFTER THE DEADLINE.

VIA US MAIL: PRINCETON UNIVERSITY PLASMA PHYSICS LABORATORY PO Box CN-17, MS-12 PRINCETON, NJ 08543	VIA EXPRESS MAIL: PRINCETON UNIVERSITY PLASMA PHYSICS LABORATORY US ROUTE 1 NORTH, RECEIVING #3 PRINCETON, NJ 08543	RFQ CONTACT: SHARON WARKALA PHONE: 609-243-2691 FAX: 609-243-2021 EMAIL: SWARKALA@PPPL.GOV
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SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
BRAND NAME OR EQUAL					
Romer 3000iSC Portable Arm CMM with related software and Laser Probe System OR EQUAL					
[X]SEE SCHEDULE ON FOLLOWING PAGE				TOTAL QUOTED AMOUNT	

PPPL REQUESTS THE FOLLOWING TERMS:	SUPPLIER QUOTES THE FOLLOWING TERMS:
FOB: DESTINATION	FOB:
FREIGHT: PREPAID AND INCLUDED	FREIGHT:
DELIVER BY: 30 DAYS AFTER ORDER ISSUANCE	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PAYMENT TERMS: NET 30	PAYMENT TERMS:
QUOTES SHALL REMAIN FIRM FOR 60 DAYS AFTER THE RFQ DEADLINE	QUOTE EXPIRES _____ DAYS AFTER THE RFQ DEADLINE.

TERMS AND CONDITIONS: The PPPL Terms & Conditions for Commercial Items or Services (ATTACHED) SHALL APPLY TO ANY ORDER RESULTING FROM THIS RFQ. SUPPLIER WILL WILL NOT ACCEPT AN ORDER BASED ON THESE TERMS AND CONDITIONS. If "WILL NOT" IS CHECKED, SUPPLIER SHALL PROVIDE ALTERNATE TERMS AND CONDITIONS, NOTE EXCEPTIONS IN QUOTE, OR PROVIDE APPLICABLE GSA CONTRACT IN SPACE PROVIDED BELOW.

GSA CONTRACT: SUPPLIER'S QUOTE IS BASED ON THE GSA CONTRACT No. _____ PRICES QUOTED ARE NET OF GSA DISCOUNTS AND THE TERMS AND CONDITIONS OF THIS GSA CONTRACT WILL APPLY IN LIEU OF PPPL'S TERMS AND CONDITIONS IF SUPPLIER IS AWARDED AN ORDER.

SMALL BUSINESS SET-ASIDE: WHEN CHECKED, SUPPLIERS ARE NOTIFIED THAT THIS RFQ IS SET-ASIDE FOR SMALL BUSINESS. QUOTES ARE BEING SOLICITED ONLY FROM SMALL BUSINESS CONCERNS AND PPPL INTENDS TO MAKE AWARD RESULTING FROM THIS RFQ TO A SMALL BUSINESS CONCERN. QUOTES RECEIVED FROM FIRMS THAT ARE NOT SMALL BUSINESS CONCERNS SHALL BE CONSIDERED NONRESPONSIVE AND WILL BE REJECTED.

SMALL BUSINESS PROGRAM REPRESENTATIONS: BASED ON NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE **334519** AND RELATED SIZE STANDARD OF **500 EMPLOYEES**, SUPPLIER REPRESENTS THAT IT IS (CHECK ALL THAT APPLY):

<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> HUBZONE CERTIFIED SMALL BUSINESS	<input type="checkbox"/> LARGE BUSINESS
<input type="checkbox"/> SMALL DISADVANTAGED BUSINESS	<input type="checkbox"/> VETERAN OWNED SMALL BUSINESS	<input type="checkbox"/> NON-PROFIT ORGANIZATION
<input type="checkbox"/> WOMAN OWNED SMALL BUSINESS	<input type="checkbox"/> 8A CERTIFIED SMALL BUSINESS	<input type="checkbox"/> FOREIGN SUPPLIER

WHEN CHECKED, A PPPL REPRESENTATIONS AND CERTIFICATIONS FORM IS PROVIDED WITH THIS RFQ. QUOTERS ARE INSTRUCTED TO COMPLETE AND SUBMIT THAT FORM WITH THEIR QUOTE IN LIEU OF COMPLETING THE ABOVE.

PRICE DISCOUNTS: PRINCETON UNIVERSITY IS AN ACCREDITED INSTITUTION OF HIGHER LEARNING IN THE STATE OF NEW JERSEY AND MANAGES AND OPERATES PPPL UNDER PRIME CONTRACT DE-AC02-76CH03073 WITH THE US DEPARTMENT OF ENERGY. BASED ON THIS DUAL STATUS, PPPL MAY QUALIFY FOR ACADEMIC AND/OR FEDERAL GOVERNMENT PRICES/DISCOUNTS. SUPPLIER SHALL QUOTE BASED ON THE MOST FAVORABLE DISCOUNT PROGRAM AVAILABLE TO PPPL. THE UNDERSIGNED HEREBY CERTIFIES THAT THE QUOTED PRICES ARE NOT IN EXCESS OF PRICES CHARGED TO ANY OTHER SIMILAR CUSTOMER FOR SAME OR SIMILAR ITEMS/QUANTITIES.

SIGNED: _____ **DATE:** _____

TYPE/PRINT NAME AND TITLE OF SIGNER: _____

SCHEDULE OF ITEMS

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	<p>Romer Part No. 21729-12 OR EQUAL*</p> <p>3000iSC 3.6m (12') seven axes portable arm, includes: counterbalance, NIST traceable calibrated length standard, battery pack, WinRDS, travel case, documentation, magnetic base, point tip/ 6mm ruby/15mm ball probes and a 2 year warranty</p> <p>*See salient characteristics specified in BRAND NAME OR EQUAL below</p>	1	Each	\$	\$
2	<p>Romer Part No. 22143 OR EQUAL*</p> <p>Laser Probe System includes: laser probe and mounting adapter, 5m probe cable portable electronics box, calibration sphere with magnetic base, controller arm sync cable, Ethernet cable and 1 year warranty</p> <p>*See salient characteristics specified in BRAND NAME OR EQUAL below</p>	1	Each		
3	<p>Romer Part No. 10592-5 OR EQUAL*</p> <p>PowerINSPECT 3.0 Software package includes: WinRDS, MS Excel, dongle, STL Translator, choice of VDA or IGES translator, free PowerINSPECT software upgrades for one year</p> <p>*See salient characteristics specified in BRAND NAME OR EQUAL below</p>	1	Lot	\$	\$
4	<p>Romer Part No. 12145 OR EQUAL*</p> <p>PowerINSPECT Point Cloud Module for Real Time Laser Inspection</p> <p>*See salient characteristics specified in BRAND NAME OR EQUAL below</p>	1	Lot	\$	\$
5	<p>Romer Part No. 31617 OR EQUAL*</p> <p>On-Site Software Training (onsite at PPPL) for a minimum of 3 people per class</p> <p>*See salient characteristics specified in BRAND NAME OR EQUAL below</p>	1	Lot		

BRAND NAME OR EQUAL:

- 1) The items listed in the Schedule of Items have been identified as "brand name or equal." The purchase description reflects the characteristics and level of quality that will satisfy PPPL's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are as follows:
 - 7 axis, 12-ft, articulating CMM arm. Arm should be capable of collecting data with the non-contact laser scanner and with contact-method pointing styli.
 - Laser scanning head/attachment capable of non-contact scanning/inspection of surfaces.
 - Software capable of operating hardware, collecting point cloud data and performing comparison to CADD model of inspected part. Software should be capable of accepting CADD models in ProE (Wildfire) native format or STEP format.
 - Volumetric length accuracy (using laser scanner) of 0.005" or better.
 - Should be portable and operable by a laptop computer.
 - Hardware must be compatible with (be able to be operated by) Spatial Analyzer metrology software.

- 2) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-
 - a) Meet the salient physical, functional, or performance characteristics specified in this RFQ;
 - b) Clearly identify the item by-
 - i) Brand name, if any; and
 - ii) Make or model number;
 - iii) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to PPPL; and
 - iv) Clearly describe any modifications the Quoter plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- 3) PPPL will evaluate "equal" products on the basis of information furnished by the Quoter or identified in the quote and reasonably available to PPPL. PPPL is not responsible for locating or obtaining any information not identified in the quote. PPPL reserves the right to waive application of any of the above stated salient characteristics if it is determined to be in PPPL's best interest to do so.
- 4) Unless the Quoter clearly indicates in its quote that the product being offered is an "equal" product, the Quoter shall provide the brand name product(s) referenced in this RFQ.

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF QUOTES IN RESPONSE TO RFQ 04-035-G

1. To be considered responsive, Quoters shall submit quotes comprised of the following:
 - ◆ Page 1 of this RFQ, completed and signed by the Quoter's authorized representative.
 - ◆ Page 2 of this RFQ (Schedule of Items) with firm fixed prices inserted for items quoted. NOTE: QUOTERS MAY SUBSTITUTE THEIR STANDARD QUOTATION FORM IN LIEU OF PAGE 2 OF THIS RFQ.
 - ◆ For "equal" items, provide descriptive information addressing each of the salient characteristics for each item quoted per paragraph 2 of the BRAND NAME OR EQUAL provision set forth above.
 - ◆ Completed and signed *PPPL Simplified Representations and Certifications Form* (Attachment #1)
2. Interested firms shall submit quotes which comply with PPPL's instructions set forth herein and which contain all of the information requested by PPPL in this RFQ. Quotes must be received by **CLOSE OF BUSINESS ON TUESDAY, MARCH 23, 2004**. Addresses for submitting quotes are shown on Page 1 of this RFQ. Quotes that do not comply with PPPL's instructions, or that do not contain all of the information requested, or that are received after the date and time specified on Page 1 may be considered non-responsive and eliminated from further consideration.
3. Quoters must clearly indicate in their quotes any and all exceptions, deviations, or clarifications to PPPL's RFQ. PPPL may consider quotes containing exceptions or deviations to be non-responsive and eliminated from any further consideration.
4. Quoters may be requested by PPPL to provide a demonstration of their hardware/software onsite at PPPL as a part of the evaluation process. Any onsite demonstration requested by PPPL will be arranged and scheduled by the RFQ Coordinator prior to April 2, 2004.

INFORMATION REGARDING EVALUATION OF QUOTES AND AWARD OF AN ORDER

- A. PPPL will evaluate the responses to this RFQ and will award to the responsive, responsible Quoter whose quote is determined to be the best value to PPPL by considering price and other factors. In evaluating quotes submitted in response to this RFQ, PPPL will first determine if any "equal" items quoted are in compliance with the item's salient characteristics as specified by PPPL. Prices quoted for those items determined by PPPL as being "equal" items will then be compared along with prices for any brand name items quoted to determine the lowest quoted price. To determine the most advantageous arrangement offered to PPPL in response to this RFQ, PPPL reserves the right to consider other factors and information including information on past performance and responsibility of the individual Quoters, business size and socioeconomic status, and delivery lead time.
- B. PPPL does not guarantee any minimum or maximum quantity of services or materials to be purchased under any resulting Order(s).
- C. PPPL is exempt from New Jersey State Sales Tax per Certificate Number E-210-634-501/000. A copy of PPPL's tax exemption certificate will be provided upon request.

D. PPPL's Terms & Conditions For Commercial Items and Services (Attachment #2) will be made part of any Purchase Order awarded based on this RFQ.

RFQ ATTACHMENTS:

#1 PPPL Simplified Representations and Certifications, PPL-PD-RC1; Rev. 5, 10/2003

#2 PPPL Terms and Conditions for Commercial Items or Services, PPL-PD-CTC; Rev. 7, 10/2003

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ATTACHMENT #1

PPPL SIMPLIFIED REPRESENTATIONS AND CERTIFICATIONS



The Bidder/Offeror represents and certifies as follows (check or complete all applicable sections):

1.

Name of Company/Organization

Address (include ZIP code)

2. INDUSTRY AND BUSINESS SIZE INFORMATION

(a) The North American Industry Classification System (NAICS) code for this acquisition is **334519**

(b) The small business size standard for this acquisition is **500 EMPLOYEES**.

(c) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a end product that it did not manufacture is a small business if it has no more than 500 employees. If this action is identified as a "Small Business Set Aside" the end product furnished must be manufactured or produced in the United States or its outlying areas.

3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

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.

4. OFFEROR REPRESENTATIONS AND CERTIFICATIONS (SEPTEMBER 2003)

*****Derived from FAR 52.212-3*****

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"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 size standards in this solicitation.

"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 business concern" means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"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.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization:

Sole proprietorship Government entity (Federal, State, or local);

Partnership; Foreign government;

Corporate entity (not tax-exempt); International organization per 26 CFR 1.6049-4;

Corporate entity (tax-exempt); Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent: Name _____ TIN _____.

(6) Offeror is Incorporated or authorized to do business under the laws of the State of _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States, or its outlying areas.

Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed \$100,000.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.



(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(10)(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.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if this action is in excess of \$25,000 AND the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation. **(SEE TERMS & CONDITIONS SET(S) REFERENCED IN THE PURCHASE ORDER OR SUBCONTRACT AGREEMENT)**)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside 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 entitled "Buy American Act-Supplies" contained in the Terms and Conditions Set(s) referenced in the purchase order or subcontract agreement.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) Princeton will evaluate offers in accordance with the evaluation criteria (if any) and basis of award outlined in the solicitation.

(g) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

(2) Have, have not, within a 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 Federal, state or local government 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

(3) **Are, are not** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(h) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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.

5. SUSPECT/COUNTERFEIT PARTS CERTIFICATION

Suspect/counterfeit parts **shall not** be used in the performance of any work resulting from this offer, whether or on or off the Princeton Plasma Physics Laboratory site, nor shall suspect/counterfeit parts be included in any supplies furnished as a result of this offer.

BY SIGNATURE HEREUNDER, THE BIDDER/OFFEROR AGREES THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT.

Name of Official:		
Signature:		
Title:		Date:

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ATTACHMENT #2

PPPL TERMS AND 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