

SECTION II

Sample Subcontract with General Provisions

SUBCONTRACT AGREEMENT
FOR CONSTRUCTION

Name and Address of Subcontractor	Subcontract No.: S0XXXXX-F
	Date of Subcontract:
	REPLACE D-SITE COOLING TOWER PUMP HOUSE ROOF AND LEC BUILDING CANOPY ROOF

This Subcontract entered into by and between the Trustees of Princeton University, represented by Princeton Plasma Physics Laboratory (PPPL) (hereinafter called "Princeton", "Princeton Plasma Physics Laboratory", "PPPL", or "Buyer"), an organization existing under the laws of the State of New Jersey with its principal offices in Princeton, New Jersey, and _____ (hereinafter called the "Subcontractor", or "Seller"), organized and existing under the laws of _____ with its principal offices at _____.

WITNESSETH

WHEREAS, The Trustees of Princeton University has entered into Prime Contract No. DE-ACO2-09CH11466 with the United States of America (hereinafter called the "Government"), acting through the United States Department of Energy (hereinafter called the "Department"), providing for the performance of certain energy research; and

WHEREAS, Princeton desires in furtherance of its obligations under said contract that the Subcontractor furnish roof system upgrade services in connection therewith more particularly described; and

WHEREAS, the Subcontractor is willing and able to provide the services under the terms and conditions hereinafter in this Subcontract more fully set forth;

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I - STATEMENT OF WORK

1. The Subcontractor agrees to provide all necessary material, equipment, labor and supervision and perform the requirements of PPPL Statement of Work for Replace D-Site Cooling Tower Pump House Roof, SOW: C/D FAC-SOW-072, Rev. D, dated 23 December 2014 and Statement of Work for Replace D-Site LEC Building Canopy Roof, SOW: D-FAC-SOW-073, Revision D, dated 23 December 2014.
2. The roofs are to be replaced in the following sequence:

First	Cooling Tower Pump House Roof
Second	LEC Building Canopy Roof
3. The parties have agreed that the Subcontractor's on-site supervisor must be an OSHA qualified competent person.

ARTICLE II - SUBCONTRACT FIXED-PRICE

The Subcontractor agrees to perform the work defined in Article II - STATEMENT OF WORK for the Fixed Price of _____ dollars (\$ _____).

ARTICLE III - TIME OF PERFORMANCE

The parties agree that Subcontractor will begin performance of the upgrade of the Roof Systems upon PPPL's issuance of the "Notice to Proceed" and complete the work required by this Subcontract by (desired completion date on/before 30 April 2015).

ARTICLE IV - TECHNICAL AND ADMINISTRATIVE REPRESENTATIVES

1. The following technical and administrative representatives are designated for this Subcontract:

Subcontractor Representatives:

Technical:

() -
- fax

Administrative:

()

Princeton's Representatives:

Technical: (609) 243-
Administrative: Larry L. Sutton (609) 243-2441
-2021 Fax
lsutton@pppl.gov

2. Princeton's Technical Representative (PTR) will be responsible for day-to-day clarifications and guidance as may be required within the scope of the Subcontract Statement of Work.
3. Contacts with PPPL regarding prices, terms, quantities, deliveries and financial adjustments shall only be made with the PPPL-designated Administrative Representative. Agreements 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. Any change undertaken by the Subcontractor without the written consent of Princeton's designated Subcontract Administrative representative is at the Subcontractor's own risk. All correspondence and communication between the Subcontractor and PPPL shall be addressed and directed to PPPL's Administrative Representative.
4. Except for those instances identified in the Statement of Work where PPPL specifically directs the Subcontractor to communicate directly with others, PPPL shall be responsible for all liaison and communication with the Government and/or PPPL's customers as well as Princeton's other Subcontractors for the length of this Subcontract.

ARTICLE V – PROMPT PAYMENT FOR SMALL BUSINESS

Based on the Subcontractor's representation that it is a small business as defined by the US Small Business Administration, PPPL will make every effort to pay the Subcontractor net 15 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 made with the discount period that the Subcontractor indicates. Payment 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 the check or the date on which an electronic funds transfer has been made.

ARTICLE VI - INSURANCE CERTIFICATES

The Subcontractor agrees to submit to PPPL for review and approval within ten calendar days after Subcontract award, an insurance certificate(s) as required by, General Provisions Article T4.

ARTICLE VII - PERFORMANCE AND PAYMENT BONDS

1. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Subcontract Fixed-Price must be submitted by the Subcontractor to PPPL for review and approval within ten calendar days after Subcontract award.
2. Bonds furnished by the Subcontractor must be secured from a company whose name appears on the list contained in the Department of Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies." (List is available at http://www.Fiscal.Treasury.gov/fsreports/ref/suretybnd/C570_a-z.htm).

ARTICLE VIII - PRINCETON'S REVIEW AND APPROVAL

1. This Subcontract requires the Subcontractor to prepare and submit specified plans and procedures for PPPL approval before PPPL authorization will be given to begin on-site work, and/or to proceed with a task. Any changes to PPPL approved plans and procedures must be resubmitted to PPPL for review and approval before implementation.
2. When review and/or approval is called for in this Subcontract, PPPL agrees to issue to the Subcontractor its approval, or its comments, if appropriate, normally within five working days of receipt of the documentation, or other submittal to be reviewed.
3. The Subcontractor is hereby given notice that review and/or approval by PPPL does not in any way relieve the Subcontractor of responsibility to complete the required work in full conformance with the requirement of the Subcontract. PPPL's notice of approval, acceptability, concurrence or release to proceed with the work shall be construed only as acknowledgment that the course of action proposed by the Subcontractor appears reasonable and that Subcontractor may at his own risk proceed to fulfill his obligations under the Subcontract.

ARTICLE IX - NOTICE TO PROCEED

A Notice to Proceed as set forth in General Provisions Clause GC9 authorizing work to begin on-site at PPPL will be issued by PPPL after:

1. Receipt and acceptance by PPPL of Subcontractor's Performance and Payment bonds

2. Receipt and acceptance by PPPL of an insurance certificate(s), for an acceptable level of insurance
3. Construction schedule
4. Schedule of values
5. PPPL approval of Subcontractor's
 - Integrated Safety Management (ISM) Plan (General Provisions Clause T2. Compliance with 10 CFR 851 and Princeton Worker Safety and Health Program by Integration of Environment, Safety and Health into Work Planning and Execution) and Joint Hazard Analysis (JHA). A JHA form will be provided by PPPL for completion.
 - Demolition Removal Plan
 - List of hazardous chemicals proposed to brought on site
 - Lift Plan
 - Fall Protection Plan

In the event that conditions warrant the development of a work commencement date, which differs from the requirements established by General Provisions Clause GC9, said date contained in the Notice to Proceed will be determined by mutual agreement between Princeton and the subcontractor prior to the issuance of the Notice.

ARTICLE X - SAFETY CERTIFICATIONS

The following PPPL training courses must be successfully completed by Subcontractor's personnel working on-site at PPPL.

COURSE	APPROX. DURATION
General Employee (Safety) Training (GET) ¹	About Two Hours
Fire Extinguisher Course ²	About One and One-Quarter Hours

ATTENDANCE REQUIRED:

¹ Subcontractor employees that will be working on-site 40 hours or more, and have not successfully completed this General Employee Training (GET) training and examination within the past three years.

² Subcontractor employees that will be assigned Fire Watch duties.

ARTICLE XI - IDENTIFICATION BADGES

Prior to construction commencement the Subcontractor will provide PPPL the name of the Construction Superintendent and the number of construction workers who will be working at the construction site. Each Subcontractor employee working on-site under this Subcontract will, upon successful completion of required "General Employee Training (GET) (See ARTICLE X above), receive a Picture ID Badge. Those not requiring training will be issued daily, by the PPPL entry gate Security Guard, a "one day" badge that may be disposed of at the end of the day. Prior to the final closeout of this Subcontract the Subcontractor will be responsible for the return of all Picture ID badges issued to his personnel and to personnel of his lower-tier Subcontractors. PPPL reserves the right to withhold final payment until such time that all assigned Picture badges have been properly returned to PPPL.

ARTICLE XII –~~ARTICLE XII~~ - SUBCONTRACT ORDER OF PRECEDENCE OF DOCUMENTS

The following documents, listed below in their Order of Precedence, are hereby incorporated into this Subcontract.

1. Part I This Subcontract Agreement (7 pages)
2. Part II PPPL General Provisions and Special Terms and Conditions for Construction Subcontracts:
 - a. Part A - Common Clauses, and the text of the Clauses, PPL-PD-A, Rev. 18 (7-2011) (Modified) (Reference list 2 pages, text 26 pages)
 - b. Part G - Provisions & Conditions for Fixed Price Construction Subcontracts, PPL-PD-G, Rev. 6 (08-2011) (Reference list 2 pages, text 17 pages)
 - d. Part T – Provisions for Work Performed on the PPPL Site, PPL-PD-T; Rev. 0; (12-2009) (Text 5 pages)
 - e. Employment Eligibility Verification (Jul 2012) PPL-PD-Everify: Rev. 1; 07/2012 (2 pages)
3. Part III PPPL Statement of Work for Replace D-Site Cooling Tower Pump House Roof, SOW: C/D FAC-SOW-072, Rev. D, dated 23 December 2014 (44 pages)
4. Part IV Statement of Work for Replace D-Site LEC Building Canopy Roof, SOW: D-FAC-SOW-073, Revision D, dated 23 December 2014 (43 pages)

5. Part VI Drawings:
- | | Drawing | Rev. | Description |
|---------|---------------------|------|---|
| Giffels | A-801 | 2 | Maintenance and Utility Building Pump House Floor and Roof Plans – Elevation and Sections |
| Giffels | A-801 | 1 | Cooling Tower and Pump House, Roof Framing Plan – Elevations, Material & Column Schedule & Base Plate Details |
| PPPL | AD-300
Sheet #67 | 0 | TFTR Pump House and Cooling Tower |
| Giffels | CE-102 | 3 | Experimental Area – LEC Tank Plan and Details |
| Giffels | S134 | 0 | Experimental Area – Radioactive Waste Building |
| Giffels | A142 | 3 | Radioactive Waste Building Plans, Elevations, Sections & Details |
6. Part V Minimum Wages for Federally Assisted Construction, General Wage Decision Number NJ150036, Modification Number 1, dated 1/30/2015

IN WITNESS WHEREOF, the Parties hereto have executed this Subcontract Agreement.

(SUBCONTRACTOR)

THE TRUSTEES OF PRINCETON UNIVERSITY

BY: _____

BY: _____

TYPED: _____

TYPED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PPPL General Provisions for Non-Commercial Subcontracts
Reference List
Part A - Common Clauses

REQUEST FOR BIDS (RFB) 15-040F

The following clauses, the full texts of which are set forth below, are hereby incorporated in and made part of the above-cited subcontract.

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PPPL General Provisions for Non-Commercial Subcontracts

Part A - Common Clauses

A1. ISSUANCE UNDER GOVERNMENT CONTRACT (JUN 1987)

This subcontract is issued under a prime contract with the United States of America. It does not bind or purport to bind the Government notwithstanding any approval or consent that may be required hereunder.

A2. DEFINITIONS (JULY 2011)

(a) "Agency" means any executive department, military department or defense agency, or other agency or independent establishment of the U.S. Government.

(b) "Agency head" or "head of the agency" means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(c) "Commercial component" means any component that is a commercial item.

(d) "Commercial item" means—

(Not applicable if this Subcontract is for personal services; construction; architect-engineer services; or dismantling, demolition, or removal of improvements.)

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for nongovernmental purposes and that—

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (d)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (d)(1) or (d)(2) of this clause, but for—

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (d)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if —

(i) Such services are procured for support of an item referred to in paragraphs (d)(1), (2), (3), or (4) of this clause, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) —The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services —

(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in paragraphs (d)(1) through (d)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(e) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(f) "Contracting Officer" means a federal employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) "Nondevelopmental item" means—

PPPL General Provisions for Non-Commercial Subcontracts

Part A - Common Clauses

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (g)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (g)(1) or (f)(2) solely because the item is not yet in use.

(h) "Executive agency" means an instrumentality of the Federal Government bound by the Federal Acquisition Regulation.

(i) Except as otherwise provided in this Subcontract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this Subcontract.

(j) The term "DOE" means the Department of Energy.

(k) The term "patent counsel" shall mean the DOE patent counsel.

(l) The term "Princeton" shall mean the Trustees of Princeton University or any duly authorized representative or representatives thereof.

(m) The term "Director of Procurement" shall mean the individual duly authorized to enter into contractual agreements on behalf of the Trustees of Princeton University and to manage the Procurement Division of the Princeton Plasma Physics Laboratory.

(n) The term "Princeton Subcontract Administrator" shall mean the person within the Procurement Division who has been delegated authority by the Director of Procurement to act on behalf of the University in all administrative matters pertaining to the subcontract.

(o) The term "Princeton Technical Representative" shall mean the person within the Princeton Plasma Physics Laboratory designated in writing by the Director of Procurement as being responsible for day-to-day monitoring of the Subcontractor's progress and ensuring the Subcontractor's compliance with the stated subcontract scope of work and related technical matters.

(p) The term "Simplified Acquisition Threshold" shall mean \$150,000.

A3. ANTI-KICKBACK PROCEDURES (OCT 2010)

(This clause is applicable to subcontracts that exceed the Simplified Acquisition Threshold)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or

indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

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

(c)(1) Reserved.

(2) When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency

PPPL General Provisions for Non-Commercial Subcontracts

Part A - Common Clauses

if the agency does not have an inspector general, or the Department of Justice.

(3) The Subcontractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Subcontractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all lower tier subcontracts under this subcontract which exceed \$150,000.

A4. 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 subcontract 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).

A5. ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010)

(This clause is applicable to all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.)

(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 AAC 2-2, 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 subcontract, shall be the property of the Government, and shall be delivered to Princeton 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 AAC 2-2, Access To And Ownership Of Records, all other records in the possession of the Subcontractor 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.

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Part A - Common Clauses

(f) Inspections. Princeton shall have the right to inspect the work and activities of the Subcontractor 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 or lower-tier subcontractor's directly pertinent records involving transactions related to this subcontract or a lower tier subcontract hereunder and to interview any current employee regarding such transactions.

(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 Government Accountability Office of any transaction under this subcontract.

A6. NOTICE TO PRINCETON OF LABOR DISPUTES (FEB 1997)

If the Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this subcontract, the Subcontractor shall immediately give notice, including all relevant information, to Princeton's Subcontract Administrator.

A7. PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

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

"United States," means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier," as used in this clause, means an air carrier holding a certificate under section 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed

international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Subcontractor, in performing work under this subcontract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Subcontractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Subcontractor shall include a statement on vouchers involving such transportation essentially as follows:

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

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]

(End of Statement)

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

A8. ASSIGNMENT (OCT 1997)

(a) Neither this subcontract nor any interest therein nor claim there under shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by Princeton.

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

A9. MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of Princeton, is equal to that named in the specifications, unless otherwise specifically provided in this subcontract.

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(b) The Subcontractor shall obtain Princeton's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Subcontractor shall furnish to Princeton the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this subcontract or by Princeton, the Subcontractor shall also obtain Princeton's approval of the material or articles that the Subcontractor contemplates incorporating into the work. When requesting approval, the Subcontractor shall provide full information concerning the material or articles. When directed to do so, the Subcontractor shall submit samples for approval at the Subcontractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this subcontract shall be performed in a skillful and workmanlike manner. Princeton may require, in writing, that the Subcontractor remove from the work any employee Princeton deems incompetent, careless, or otherwise objectionable.

A10. INDEMNITY (OCT 1997)

(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 of the Indemnitees, done with intent by the Indemnitees to cause loss, damage or injury, (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.

A11. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I) (JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the subcontract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this subcontract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this Subcontract.

Material (If none, insert None)

Identification No.

(c) This list must be updated during performance of the subcontract whenever the Subcontractor determines that any other material to be delivered under this subcontract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsive and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Subcontractor shall promptly notify Princeton and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by Princeton shall relieve the Subcontractor of any responsibility or liability for the safety of Government, Princeton, subcontractor, or lower-tier subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Subcontractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) Princeton's and the Government's rights in data furnished under this subcontract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

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(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for Princeton and the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) Princeton is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Subcontractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Subcontractor shall include a copy of the MSDS with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Subcontractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by Princeton.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Subcontractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

A12. WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES (DEC 2000)

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

(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 Princeton directly related to activities at DOE-owned or -leased sites.

A13. RESOLUTION OF DISPUTES (FEB 2010)

(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) For substantive issues presented for mediation, arbitration, dispute, claim, litigation or other effort at resolution, the parties agree that, to the maximum extent possible and except for matters reserved by statute, regulation or specific clause of this Agreement, the Federal common law of government contracts will govern the construction and interpretation of this Agreement or work performed under this Agreement or claims of breach of this Agreement, regardless of the forum or venue in which any party may bring any such action. For purposes of this Agreement, the Federal common law of government contracts will consist of the interpretation of contract clauses and the law enunciated and applied to government contracts by the Boards of Contract Appeals, the Comptroller General (CG), and the Federal Courts having jurisdiction over the Boards or the CG. The term "Boards of Contract Appeals" means those established under the Contract Disputes Act of 1978, 41 U.S.C. 607(a)(1), and their successor bodies. Patent related disputes arising under this Agreement shall be resolved in accordance with the provisions of the Patent Rights clause of this Agreement, as well as applicable federal law and regulation.

(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.

A14. COVENANT AGAINST CONTINGENT FEES (APR 1984)

(This clause is applicable to subcontracts that exceed the Simplified Acquisition Threshold)

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

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts or subcontracts under Government contracts nor holds itself out as being able to obtain any Government contracts or subcontracts under Government contracts through improper influence.

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"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

A15. PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. App. 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States that may be transported by ocean vessel are—

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The subcontractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The subcontractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to Princeton.

(2) The subcontractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.
- (I) Total ocean freight revenue in U.S. dollars.

(d) The subcontractor shall insert the substance of this clause, including this paragraph (d), in all lower tier subcontracts or purchase orders under this subcontract, except those described in paragraph (e)(4).

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

- (1) Cargoes carried in vessels as required or authorized by law or treaty;
- (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
- (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
- (4) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) This contract is—

- (A) A contract or agreement for ocean transportation services; or
- (B) A construction contract; or

(ii) The supplies being transported are—

- (A) Items the subcontractor is reselling or distributing to the Government without adding value. (Generally, the subcontractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
- (B) Shipped in direct support of U.S. military—

- (1) Contingency operations;
- (2) Exercises; or

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

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington DC 20590
Phone: (202) 366-4610.

A16. COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When Princeton authorizes supplies to be shipped on a commercial bill of lading and the Subcontractor will be reimbursed these transportation costs as direct allowable costs, the Subcontractor shall ensure before shipment is made that the commercial shipping documents are annotated as follows:

(a) if the Government is shown as the consignor or consignee, the annotation shall be:

"Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or consignee, the annotation shall be:

"Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignee shall be reimbursed by Princeton, pursuant to cost-reimbursement contract No. DE-AC02-09CH11466. This may be confirmed by contacting U.S. Department of Energy, Princeton Site Office, P.O. Box 102, Princeton, NJ 08542, fax 609-243-2032.

A17. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

(a) Definition. "Commercially available off-the-shelf (COTS) item," as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (d) of the definition in Clause No. A2 above);

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without

modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The Government suspends or debar contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Subcontractor shall not enter into any lower tier subcontract in excess of \$30,000 with a contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(c) The Subcontractor shall require each proposed lower tier subcontractor, whose lower tier subcontract will exceed \$30,000, other than a lower-tier subcontractor providing a commercially available off-the-shelf item, to disclose to the Subcontractor, in writing, whether as of the time of award of the lower tier subcontract, the lower tier subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Subcontractor shall notify Princeton's Subcontract Administrator, in writing, before entering into a sub-subcontract (other than a lower-tier subcontract providing a commercially available off-the-shelf item) with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information in the Excluded Parties List System). The notice must include the following:

(1) The name of the lower tier subcontractor.

(2) The Subcontractor's knowledge of the reasons for the lower tier subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the lower tier subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Subcontractor has established to ensure that it is fully protecting the Government's interests when dealing with such lower tier subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Lower-Tier Subcontracts. Unless this is a subcontract for the acquisition of commercial items, the Subcontractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each lower-tier subcontract that--

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

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Part A - Common Clauses

A18. MATERIAL REQUIREMENTS (AUG 2000)

(a) Definitions.

As used in this clause--

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"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.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means--

(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this subcontract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Subcontractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Princeton for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in subcontract performance if the Subcontractor has proposed the use of such supplies, and Princeton has authorized their use.

A19. GOVERNMENT PROPERTY (AUG 2010)

(a) Definitions. As used in this clause--

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset

in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Subcontractor-acquired property" means property acquired, fabricated, or otherwise provided by the Subcontractor for performing a subcontract, and to which the Government has title.

"Subcontractor inventory" means--

(1) Any property acquired by and in the possession of a Subcontractor or lower-tier subcontractor under a subcontract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire subcontract;

(2) Any property that the Government is obligated or has the option to take over under any type of subcontract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the subcontract (or lower-tier subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire subcontract.

"Subcontractor's managerial personnel" means the Subcontractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Subcontractor's business;

(2) All or substantially all of the Subcontractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a subcontract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

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"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Subcontractor for performance of a subcontract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes subcontractor-acquired property if the subcontractor-acquired property is a deliverable under a cost contract when accepted by Princeton on behalf of the Government for continued use under the subcontract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Subcontractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Material" means property that may be consumed or expended during the performance of a subcontract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the subcontract requirements and obligations relating to Government property in the possession of a Subcontractor. For purposes of this subcontract, Princeton will function as the Property Administrator.

"Property records" means the records created and maintained by the subcontractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in subcontractor-acquired property.

"Real property" See Federal Management Regulation 102-71.20 (41 CFR 102-71.20)..

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Surplus property" means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

- (1) The Subcontractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Subcontractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Subcontractor shall disclose any significant changes to their property management system to Princeton prior to implementation.
- (2) The Subcontractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Subcontractor's accountability, stewardship, possession or control, including its vendors or lower-tier subcontractors (see paragraph (f)(1)(v) of this clause).
- (3) The Subcontractor shall include the requirements of this clause in all lower-tier subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property.

- (1) The Subcontractor shall use Government property, either furnished or acquired under this subcontract, only for performing this subcontract, unless otherwise provided for in this subcontract or approved by Princeton.
- (2) Modifications or alterations of Government property are prohibited, unless they are—
 - (i) Reasonable and necessary due to the scope of work under this subcontract or its terms and conditions;
 - (ii) Required for normal maintenance; or

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- (iii) Otherwise authorized by the contracting officer.
- (3) The Subcontractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.
- (d) Government-furnished property.
 - (1) Princeton shall deliver to the Subcontractor the Government-furnished property described in this subcontract. Princeton shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Subcontractor as subcontractor-acquired property and subsequently transferred to another subcontract with this Subcontractor.
 - (2) The delivery and/or performance dates specified in this subcontract are based upon the expectation that the Government-furnished property will be suitable for subcontract performance and will be delivered to the Subcontractor by the dates stated in the subcontract.
 - (i) If the property is not delivered to the Subcontractor by the dates stated in the subcontract, Princeton shall, upon the Subcontractor's timely written request, consider an equitable adjustment to the subcontract.
 - (ii) In the event property is received by the Subcontractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, Princeton shall, upon the Subcontractor's timely written request, advise the Subcontractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at Princeton's expense. Upon completion of the required action(s), Princeton shall consider an equitable adjustment to the subcontract (see also paragraph (f)(1)(ii)(A) of this clause).
 - (iii) Princeton may, at its option, furnish property in an "as-is" condition. The Subcontractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, Princeton makes no warranty with respect to the serviceability and/or suitability of the property for subcontract performance. Any repairs, replacement, and/or refurbishment shall be at the Subcontractor's expense.
 - (3)(i) Princeton may by written notice, at any time—
 - (A) Increase or decrease the amount of Government-furnished property under this subcontract;
 - (B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Subcontractor for the Government under this subcontract; or
- (C) Withdraw authority to use property.
 - (ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Subcontractor's timely written request, Princeton shall consider an equitable adjustment to the Subcontract.
 - (e) Title to Government property.
 - (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
 - (2) Fixed-price subcontracts.
 - (i) All Government-furnished property and all property acquired by the Subcontractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.
 - (ii) Title vests in the Government for all property acquired or fabricated by the Subcontractor in accordance with the financing provisions or other specific requirements for passage of title in the subcontract. Under fixed price type subcontracts, in the absence of financing provisions or other specific requirements for passage of title in the subcontract, the Subcontractor retains title to all property acquired by the Subcontractor for use on the subcontract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Subcontractor for use after inspection and acceptance by Princeton, it shall be made accountable to the subcontract through a subcontract modification listing the item as Government-furnished property.
 - (iii) If this subcontract contains a provision directing the Subcontractor to purchase property for which Princeton will reimburse the Subcontractor as a direct item of cost under this subcontract—
 - (A) Title to property purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such property; and
 - (B) Title to all other property shall pass to and vest in the Government upon—
 - (1) Issuance of the property for use in subcontract performance;
 - (2) Commencement of processing of the property or its use in subcontract performance; or
 - (3) Reimbursement of the cost of the property by Princeton, whichever occurs first.
 - (3) Title under Cost-Reimbursement or Time-and-Material Subcontracts or Cost-Reimbursable subcontract line items under Fixed-Price Subcontracts.

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- (i) Title to all property purchased by the Subcontractor for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this subcontract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (ii) Title to all other property, the cost of which is reimbursable to the Subcontractor, shall pass to and vest in the Government upon—
 - (A) Issuance of the property for use in subcontract performance;
 - (B) Commencement of processing of the property for use in subcontract performance; or
 - (C) Reimbursement of the cost of the property by Princeton, whichever occurs first.
- (iii) All Government-furnished property and all property acquired by the Subcontractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.
 - (f) Subcontractor plans and systems.
 - (1) Subcontractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:
 - (i) Acquisition of Property. The Subcontractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.
 - (ii) Receipt of Government Property. The Subcontractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.
 - (A) Government-furnished property. The Subcontractor shall furnish a written statement to Princeton containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.
 - (B) Subcontractor-acquired property. The Subcontractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Subcontractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.
 - (iii) Records of Government property. The Subcontractor shall create and maintain records of all Government property accountable to the subcontract, including Government-furnished and Subcontractor-acquired property.
 - (A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by Princeton, contain the following:
 - (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
 - (2) Quantity received (or fabricated), issued, and balance-on-hand.
 - (3) Unit acquisition cost.
 - (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
 - (5) Unit of measure.
 - (6) Accountable contract number or equivalent code designation.
 - (7) Location.
 - (8) Disposition.
 - (9) Posting reference and date of transaction.
 - (10) Date placed in service.
 - (B) Use of a Receipt and Issue System for Government Material. When approved by Princeton, the Subcontractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.
 - (iv) Physical inventory. The Subcontractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. Princeton may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Subcontractor's system or the property is to be transferred to a follow-on contract).
 - (v) Lower-tier subcontractor control.
 - (A) The Subcontractor shall award lower-tier subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of subcontract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).
 - (B) The Subcontractor shall assure its lower-tier subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the lower-tier subcontractor's property management system.

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- (vi) Reports. The Subcontractor shall have a process to create and provide reports of discrepancies; loss, theft, damage, or destruction; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by Princeton.
- (A) Loss, theft, damage, or destruction. Unless otherwise directed by Princeton, the Subcontractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage, or destruction to Princeton as soon as the facts become known or when requested by Princeton.
- (B) Such reports shall, at a minimum, contain the following information:
 - (1) Date of incident (if known).
 - (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
 - (3) Quantity.
 - (4) Unique Item Identifier (if available).
 - (5) Accountable Subcontract number.
 - (6) A statement indicating current or future need.
 - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
 - (8) All known interests in commingled property of which the Government property is a part.
 - (9) Cause and corrective action taken or to be taken to prevent recurrence.
 - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Subcontractor was or will be reimbursed or compensated.
 - (11) Copies of all supporting documentation.
 - (12) Last known location.
 - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the subcontract provides otherwise, the Subcontractor shall be relieved of stewardship responsibility for Government property when such property is—
 - (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the subcontract, including reasonable inventory adjustments of material as determined by Princeton; or Princeton granted relief of responsibility for loss, theft, damage, or destruction of Government property;
 - (B) Delivered or shipped from the Subcontractor's plant, under Government instructions, except when shipment is to a lower-tier subcontractor or other location of the Subcontractor; or
- (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property.
 - (A) The Subcontractor shall utilize, consume, move, and store Government Property only as authorized under this subcontract. The Subcontractor shall promptly disclose and report Government property in its possession that is excess to subcontract performance.
 - (B) Unless otherwise authorized in this subcontract or by Princeton the Subcontractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Subcontractor shall properly maintain Government property. The Subcontractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Subcontractor shall disclose and report to Princeton the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Subcontractor shall promptly perform and report to Princeton subcontract property closeout, to include reporting, investigating and securing closure of all loss, theft, damage, or destruction cases; physically inventorying all property upon termination or completion of this subcontract; and disposing of items at the time they are determined to be excess to contractual needs.
 - (2) The Subcontractor shall establish and maintain Government accounting source data, as may be required by this subcontract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.
 - (3) The Subcontractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to Princeton.
- (g) Systems analysis.
 - (1) Princeton and the Government shall have access to the Subcontractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Subcontractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Subcontractor's consent, all lower-tier subcontractor premises.
 - (2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

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- (3) Should it be determined by Princeton that the Subcontractor's (or lower-tier subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this subcontract, or present an undue risk to the Government, the Subcontractor prepare a corrective action plan when requested by Princeton and take all necessary corrective actions as specified by the schedule within the corrective action plan.
 - (4) The Subcontractor shall ensure Princeton and the Government access to lower subcontractor premises, and all Government property located at lower-tier subcontractor premises, for the purposes of reviewing, inspecting and evaluating the lower-tier subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.
 - (h) Subcontractor Liability for Government Property.
 - (1) Unless otherwise provided for in the subcontract, the Subcontractor shall not be liable for loss, theft, damage, or destruction to the Government property furnished or acquired under this subcontract, except when any one of the following applies—
 - (i) The risk is covered by insurance or the Subcontractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with FAR 31.205-19.
 - (ii) The loss, theft, damage, or destruction is the result of willful misconduct or lack of good faith on the part of the Subcontractor's managerial personnel
 - (iii) Princeton has, in writing, revoked the Government's assumption of risk for loss, theft, damage, or destruction, due to a determination under paragraph (g) of this clause that the Subcontractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Subcontractor failed to take timely corrective action. If the Subcontractor can establish by clear and convincing evidence that the loss, theft, damage, or destruction of Government property occurred while the Subcontractor had adequate property management practices or the loss, theft, damage, or destruction of Government property did not result from the Subcontractor's failure to maintain adequate property management practices, the Subcontractor shall not be held liable.
 - (2) The Subcontractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage, or destruction. The Subcontractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as Princeton directs.
 - (3) The Subcontractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage, or destruction of Government property.
 - (i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, Princeton shall not be liable for breach of contract for the following:
 - (1) Any delay in delivery of Government-furnished property.
 - (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
 - (3) An increase, decrease, or substitution of Government-furnished property.
 - (4) Failure to repair or replace Government property for which Princeton is responsible.
 - (j) Subcontractor inventory disposal. Except as otherwise provided for in this subcontract, the Subcontractor shall not dispose of Subcontractor inventory until authorized to do so by Princeton.
 - (1) Scrap to which the Government has obtained title under paragraph (e) of this clause.
 - (i) Subcontractor with an approved scrap procedure.
 - (A) The Subcontractor may dispose of scrap resulting from production or testing under this subcontract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Subcontractor shall submit the scrap on an inventory disposal schedule.
 - (B) For scrap from other than production or testing the Subcontractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).
 - (C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts and scrap that—
 - (1) Requires demilitarization;
 - (2) Is a classified item;
 - (3) Is generated from classified items;
 - (4) Contains hazardous materials or hazardous wastes;
 - (5) Contains precious metals that are economically beneficial to recover; or
 - (6) Is dangerous to the public health, safety, or welfare.
 - (ii) Subcontractor without an approved scrap procedure. The Subcontractor shall submit an inventory disposal schedule for all scrap. The
- (4) Upon the request of Princeton, the Subcontractor shall, at Princeton's expense, furnish to Princeton all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

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- Subcontractor may not dispose of scrap resulting from production or testing under this contract without Princeton approval.
- (2) Predisposal requirements.
- (i) Once the Subcontractor determines that Subcontractor-acquired property is no longer needed for subcontract performance, the Subcontractor in the following order of priority—
- (A) May contact Princeton if use of the property in the performance of other Government contracts is practical;
- (B) May purchase the property at the acquisition cost; or
- (C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
- (ii) The Subcontractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.
- (3) Inventory disposal schedules.
- (i) The Subcontractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—
- (A) Government-furnished property that is no longer required for performance of this subcontract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this subcontract;
- (B) Subcontractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that subcontract; and
- (C) Termination inventory.
- (ii) The Subcontractor may annotate inventory disposal schedules to identify property the Subcontractor wishes to purchase from the Government.
- (iii) Unless Princeton has agreed otherwise, or the subcontract requires electronic submission of inventory disposal schedules, the Subcontractor shall prepare separate inventory disposal schedules for—
- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
- (E) Precious metals in raw or bulk form;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.
- (iv) The Subcontractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:
- (A) Any additional information that may facilitate understanding of the property's intended use.
- (B) For work-in-progress, the estimated percentage of completion.
- (C) For precious metals, the type of metal and estimated weight.
- (D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.
- (E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).
- (v) Property with the same description, condition code, and reporting location may be grouped in a single line item.
- (vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.
- (4) Submission requirements. The Subcontractor shall submit inventory disposal schedules to Princeton no later than—
- (i) 30-days following the Subcontractor's determination that a Government property item is no longer required for performance of this subcontract;
- (ii) 60 days, or such longer period as may be approved by Princeton, following completion of subcontract deliveries or performance; or
- (iii) 120 days, or such longer period as may be approved by Princeton following subcontract termination in whole or in part.
- (5) Corrections. Princeton may—
- (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
- (ii) Require the Subcontractor to correct an inventory disposal schedule.
- (6) Post submission adjustments. The Subcontractor shall notify Princeton at least 10 working days in

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advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of Princeton, or upon expiration of the notice period, the Subcontractor may make the necessary adjustments to the inventory schedule.

- (7) Storage.
- (i) The Subcontractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. Princeton's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Subcontractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
- (ii) The Subcontractor shall obtain Princeton's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Subcontractor to transport or store the property shall not increase the price or fee of this Subcontract or any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Subcontractor of any liability for such property under this subcontract.
- (8) Disposition instructions.
- (i) If Princeton does not furnish disposition instructions to the Subcontractor within 45 days following acceptance of a scrap list, the Subcontractor may dispose of the listed scrap in accordance with the Subcontractor's approved scrap procedures.
- (ii) The Subcontractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Subcontractor inventory as directed by Princeton. Unless otherwise directed by Princeton, the Subcontractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.
- (iii) Princeton may require the Subcontractor to demilitarize the property prior to shipment or disposal. In such cases, the Subcontractor may be entitled to an equitable adjustment under paragraph (i) of this clause.
- (9) Disposal proceeds. As directed by Princeton, the Subcontractor shall credit the net proceeds from the disposal of Subcontractor inventory to the subcontract, or to the Treasury of the United States as miscellaneous receipts.
- (10) Lower-tier subcontractor inventory disposal schedules. The Subcontractor shall require its lower-tier subcontractors to submit inventory disposal schedules to the Subcontractor in accordance with the requirements of paragraph (j)(4) of this clause.
- (k) Abandonment of Government property.

- (1) Princeton shall not abandon sensitive Government property or termination inventory without the Subcontractor's written consent.
- (2) Princeton, upon notice to the Subcontractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.
- (3) Princeton has no obligation to restore or rehabilitate the Subcontractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.
- (l) Communication. All communications under this clause shall be in writing.
- (m) Subcontracts outside the United States. If this subcontract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

A20. AUTHORIZATION AND CONSENT (DEC 2007)

(This clause is mandatory for agreements in excess of the simplified acquisition threshold)

(a) The Government authorizes and consents to all use and manufacture, in performing this Subcontract or any subcontract at any tier, of any invention described in and covered by a United States patent—(1) Embodied in the structure or composition of any article the delivery of which is accepted by Princeton under this subcontract; or (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Subcontractor or a lower-tier subcontractor with (i) specifications or written provisions forming a part of this subcontract or (ii) specific written instructions given by Princeton's Subcontract Administrator directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this subcontract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

(b) The Subcontractor shall include the substance of this clause, including this paragraph (b), in all lower-tier subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

[If this agreement is primarily for R&D work the following will be substituted for paragraph (a)]

(a) The Government authorizes and consents to all use and manufacture of any invention described in and

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covered by a United States patent in the performance of this subcontract or any subcontract at any tier.

A21. PATENT INDEMNITY (APR 1984) (Modified per DEAR 970.5227-6) (DEC 2000)

(a) The Subcontractor shall indemnify Princeton and the United States of America and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this subcontract, or out of the use or disposal by or for the account of Princeton of such supplies or construction work.

(b) This indemnity shall not apply unless the Subcontractor shall have been informed as soon as practicable by Princeton of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—

(1) An infringement resulting from compliance with specific written instructions of Princeton directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Subcontractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the subcontractor, unless required by final decree of a court of competent jurisdiction.

A22. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(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 Subcontract of which the Subcontractor has knowledge.

(b) In the event of any claim or suit against Princeton or 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 under this subcontract, the Subcontractor shall furnish, through Princeton, to the Government, when requested by Princeton, all evidence and information in the Subcontractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of Princeton except where the Subcontractor has agreed to indemnify Princeton and the Government.

(c) The Subcontractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

A23. ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(This clause is mandatory in subcontracts for experimental, developmental, research, or demonstration work (other than basic or applied research to be performed solely by a university or college where the contract amount will be \$500,000 or less).

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data—General clause or other equivalent included in this subcontract) specified elsewhere in this subcontract to be delivered, Princeton's Subcontract Administrator may, at any time during subcontract performance or within a period of 3 years after acceptance of all items to be delivered under this subcontract, order any data first produced or specifically used in the performance of this subcontract.

(b) The Rights in Data—General clause or other equivalent included in this subcontract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Subcontractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this subcontract, or data which are specifically identified in this subcontract as not subject to this clause.

(c) When data are to be delivered under this clause, the Subcontractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) Princeton's Subcontract Administrator may release the Subcontractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

A24. RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

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 (identified in the subcontract agreement), upon which this subcontract is based.

A25. RIGHTS IN DATA—GENERAL (DEC 2007) [with Alternate V and DEAR 927.409(a)]

(a) Definitions.

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means (i) computer programs which are data comprising

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- a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
- (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this Subcontract, such as financial, administrative, cost and pricing, or management information.
- (4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.
- (5) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.
- (6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.
- (7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
- (8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
- (b) Allocation of rights.
- (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—
- (i) Data first produced in the performance of this Subcontract;
- (ii) Form, fit, and function data delivered under this Subcontract;
- (iii) Data delivered under this Subcontract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Subcontract; and
- (iv) All other data delivered under this Subcontract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Subcontractor shall have the right to—
- (i) Assert copyright in data first produced in the performance of this Subcontract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Subcontractor in the performance of this Subcontract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.
- (c) Copyright—
- (1) Data first produced in the performance of this Subcontract.
- (i) Unless provided otherwise in paragraph (d) of this clause, the Subcontractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this Subcontract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this Subcontract.
- (ii) When authorized to assert copyright to the data, the Subcontractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including Subcontract number).
- (iii) For data other than computer software, the Subcontractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Subcontractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

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- (2) Data not first produced in the performance of this Subcontract. The Subcontractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this Subcontract any data not first produced in the performance of this Subcontract unless the Subcontractor—
- (i) Identifies the data; and
 - (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this Subcontract) or as otherwise provided in a collateral agreement incorporated in or made part of this Subcontract.
- (3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
- (d) Release, publication, and use of data. The Subcontractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Subcontractor in the performance of this Subcontract, except—
- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
 - (2) As expressly set forth in this Subcontract; or
 - (3) The Subcontractor agrees not to assert copyright in computer software first produced in the performance of this Subcontract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Subcontractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.
- (e) Unauthorized marking of data.
- (1) Notwithstanding any other provisions of this Subcontract concerning inspection or acceptance, if any data delivered under this Subcontract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this Subcontract, the Contracting Officer may at any time either return the data to the Subcontractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.
 - (i) The Contracting Officer will make written inquiry to the Subcontractor affording the Subcontractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Subcontractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the Subcontractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Subcontractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Subcontractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Subcontractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Subcontractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this Subcontract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this Subcontract.
- (f) Omitted or incorrect markings.
- (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
 - (2) If the unmarked data has not been disclosed without restriction outside the Government, the Subcontractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Subcontractor's expense. The Contracting Officer may agree to do so if the Subcontractor—
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the proposed notice is authorized; and

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- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
- (3) If data has been marked with an incorrect notice, the Contracting Officer may—
 - (i) Permit correction of the notice at the Subcontractor's expense if the Subcontractor identifies the data and demonstrates that the correct notice is authorized; or
 - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
 - (1) The Subcontractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Subcontractor shall—
 - (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
 - (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
 - (3) [Reserved]
- (h) Lower-Tier Subcontracting. The Subcontractor shall obtain from its lower-tier subcontractors all data and rights therein necessary to fulfill the Subcontractor's obligations to the Government under this Subcontract. If a lower-tier subcontractor refuses to accept terms affording the Government those rights, the Subcontractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
 - (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.
 - (j) (*Alternate V*) The Subcontractor agrees, except as may be otherwise specified in this Subcontract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this Subcontract, inspect at the Subcontractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Subcontractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. Where the Subcontractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

A26. BANKRUPTCY (JUL 1995)

In the event the Subcontractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Subcontractor agrees to furnish, by certified mail or electronic commerce method authorized by the subcontract, written notification of the bankruptcy to Princeton's Subcontract Administrator responsible for administering the subcontract. This notification shall be

furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this subcontract.

A27. KEY PERSONNEL (APR 1994)

(Applicable when invoked in the Subcontract Agreement)

The personnel specified in an attachment to this subcontract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Subcontractor shall notify Princeton's Subcontract Administrator reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Subcontractor without the written consent of Princeton's Subcontract Administrator, provided that Princeton's Subcontract Administrator may ratify in writing such diversion and such ratification shall constitute the consent required by this clause. The attachment to this subcontract may be amended from time to time during the course of the subcontract to either add or delete personnel, as appropriate.

A28. 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 be removed by the Subcontractor as directed by Princeton. The Subcontractor shall promptly replace such parts with supplies acceptable to Princeton, and the

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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.

A29. PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

If the Government in any way reduces Princeton's contract fee in accordance with the provisions of the clause at Part 52.203-10 of the Federal Acquisition Regulation entitled "Price or Fee Adjustment for Illegal or Improper Activity" for violations of the Act by the Subcontractor, the Subcontractor and Princeton agree that:

- (a) Princeton shall be entitled to a commensurate reduction (or set-off) in the Subcontract price or fee.
- (b) Princeton may, at its sole discretion, terminate the Subcontract for default.
- (c) The rights and remedies of Princeton specified in (a) and (b) are not exclusive, and are in addition to any other rights and remedies provided by law or under this Subcontract.

A30. COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY (JAN 2006)

If this purchase order or subcontract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the Subcontractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product man-agreement available. If the Subcontractor plans to offer a deliverable that involves IT that is not initially compliant, the Subcontractor agrees to: (1) obtain Princeton's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the Subcontractor find that the statement of work or specifications of this purchase order or subcontract do not conform to the IPv6 standard, it must notify Princeton of such nonconformance and act in accordance with instructions of Princeton.

A31. ENVIRONMENTALLY PREFERABLE PURCHASING FOR DESKTOP OR LAPTOP COMPUTERS OR MONITORS (2007)

When the Subcontract requires the specification or delivery of desktop or laptop computers or monitors in a DOE facility, the Subcontractor will specify or deliver Electronic Product Environmental Acquisition Tool (EPEAT) registered products conforming to the IEEE 1680-2006 Standard, provided such products are available, are life cycle cost efficient, and meet applicable performance requirements. Information on

EPEAT-registered computer products is available at www.epeat.net."

A32. COMMON SECURITY CONFIGURATIONS IN INFORMATION TECHNOLOGY ACQUISITIONS (APR 2009) (applicable to acquisition of computer hardware and software)

All information technology acquired under this Subcontract shall include and incorporate the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov>.

A33. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Sep 2006)

(Applies to subcontracts at or that exceed the simplified acquisition threshold)

(a) Except as provided in paragraph (b) of this clause, the Subcontractor shall not enter into any agreement with an actual or prospective lower tier subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such lower tier subcontractors directly to Princeton or the Government of any item or process (including computer software) made or furnished by the lower tier subcontractor under this Subcontract or under any follow on production subcontract.

(b) The prohibition in paragraph (a) above does not preclude the Subcontractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Subcontractor agrees to incorporate the substance of this clause, including this paragraph (c), in all lower tier subcontracts under this subcontract at or that exceed the simplified acquisition threshold.

A34. INTEGRITY OF UNIT PRICES (OCT 2010)

(Does NOT apply to contracts at or below the simplified acquisition threshold or to construction, A/E or utility services, petroleum products, or services where supplies are NOT required)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

(b) Reserved

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-

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engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

A35. TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Applies to competitively awarded subcontracts exceeding \$100,000)

(a) Unless otherwise exempt, the Subcontractor, as owner or operator of a facility used in the performance of this Subcontract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Subcontractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the Subcontract.

(b) A Contractor-owned or -operated facility used in the performance of this Subcontract is exempt from the requirement to file an annual Form R if –

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094).
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Subcontractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the Subcontract circumstances change so that any of its owned or operated facilities used in the performance of this Subcontract is no longer exempt –

- (1) The Subcontractor shall notify Princeton; and

(2) The Subcontractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall –

- (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
- (ii) Continue to file the annual Form R for the life of the Subcontract for such facility.

(d) Princeton may terminate this Subcontract or take other action as appropriate, if the Subcontractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

A36. ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)

(Applies to subcontracts that exceed the simplified acquisition threshold and involving the performance of advisory and assistance services as that term is defined at FAR 37.201)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests that 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 Department of Energy contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract for a period of five (5) 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 contracts 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

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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 Princeton and 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 Princeton or Department of Energy 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 contracting officer 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 of Energy 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 Department of Energy.

(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 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. The Department of Energy may, however, direct Princeton to 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 the Contracting Officer, DOE may direct Princeton to 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, the Government may direct Princeton to 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 the contracting officer 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, the contracting officer 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 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government'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 48 CFR 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 the DOE contracting officer prior to entering into the lower-tier subcontract.

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A 37. DUTY-FREE ENTRY (OCT 2010)

(Applies if supplies identified in the subcontract to be accorded duty-free entry will be imported into the customs territory of the United States or if other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States)

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by Princeton, the Subcontractor shall not include in the Subcontract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this Subcontract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify Princeton in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$15,000 that are to be imported into the customs territory of the United States for delivery to the Government under this Subcontract, either as end products or for incorporation into end products. The Subcontractor shall furnish the notice to Princeton at least 20 calendar days before the importation. The notice shall identify the--

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) Princeton will determine whether any of these supplies should be accorded duty-free entry and will notify the Subcontractor within 10 calendar days after receipt of the Subcontractor's notification.

(3) Except as otherwise approved by Princeton, the Subcontract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Subcontractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

(1) The supplies are identical in nature to items purchased by the Subcontractor or any lower-tier subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts and subcontracts containing duty-free entry provisions is not economical or feasible.

(e) The Subcontractor shall claim duty-free entry only for supplies to be delivered to Princeton under this Subcontract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by Princeton, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and, through Princeton, will assist the Subcontractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Subcontractor and shall include the--

(1) Delivery address of the Subcontractor (or contracting agency, if appropriate);

(2) Government prime contract number and Subcontract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Princeton for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Subcontractor shall instruct the foreign supplier to--

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Subcontractor shall provide written notice to Princeton immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Subcontractor to the overseas supplier. The notice shall identify the--

(1) Foreign supplies;

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| <p>(2) Country of origin;</p> <p>(3) Contract number; and</p> <p>(4) Scheduled delivery date(s).</p> <p>(j) The Subcontractor shall include the substance of this clause in any lower-tier subcontract if–</p> | <p>(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or</p> <p>(2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.</p> |
|--|---|

AAC 1 & 2. CLAUSES, 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 "Supplier". The FAR clauses are available through the General Services Administration (GSA) at <http://www.acqnet.gov/far/> and the DEAR clauses area available at <http://www.management.energy.gov/DEAR.htm>, or they may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. To the maximum extent practicable, the Subcontractor 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 Subcontractor 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 Subcontractor shall include the terms of this clause, including this statement, in lower-tier subcontracts awarded under this Agreement.

AAC 1 FAR CLAUSES INCORPORATED BY REFERENCE

<u>Clause:</u>	<u>Title:</u>	<u>FAR Reference:</u>
AAC-1	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (This clause applies to subcontracts > \$150,000)	52.203-12
AAC 1-2	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (For All Agreements where access to a Princeton IT resource is required, OR routine on-site access is required and PPPL photo ID badges are issued)	52.204-9
AAC 1-3	FACILITIES CAPITAL COST OF MONEY (Applies if the Subcontractor separately identifies facilities capital cost of money in its proposal)	52.215-16
AAC 1-4	WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applies if the Subcontractor DOES NOT separately identify facilities capital cost of money in its proposal)	52.215-17
AAC1-5	UTILIZATION OF SMALL BUSINESS CONCERNS	52.219-8
AAC 1-6	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (This clause applies to subcontracts that may require or involve the employment of laborers and mechanics)	52.222-4
AAC 1-7	WALSH-HEALEY PUBLIC CONTRACTS ACT (Applies to subcontracts for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000)	52.222-20
AAC 1-8	PROHIBITION OF SEGREGATED FACILITIES (This clause is applicable to subcontracts greater than \$10,000)	52.222-21
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<u>Clause:</u>	<u>Title:</u>	<u>Reference:</u>
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AAC 2-2	ACCESS TO AND OWNERSHIP OF RECORDS (This clause applies to cost-reimbursement type subcontracts if any of the following factors is present: (1) the value of the subcontract is greater than \$2 million (unless specifically waived by Princeton); (2) Princeton determines that the subcontract is, or involves, a critical task related to Princeton's contract with DOE; or (3) the subcontract includes Clause T2, Integration of Environment, Safety, and Health into Work Planning and Execution, or a similar clause.)	970.5204-3
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REQUEST FOR BIDS (RFB) NO. 15-040F

The following clauses and conditions set forth below are hereby incorporated in and made part of the above-cited subcontract.

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G1. PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. Princeton shall pay the Subcontractor the subcontract price as provided in this subcontract.

(b) Progress payments. Princeton shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by Princeton's Subcontract Administrator, on estimates of work accomplished which meets the standards of quality established under the subcontract, as approved by Princeton's Technical Representative.

(1) The Subcontractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the subcontract covered by the payment requested.

(ii) A listing of the amount included for work performed by each lower tier subcontractor under the subcontract.

(iii) A listing of the total amount of each lower tier subcontract under the subcontract.

(iv) A listing of the amounts previously paid to each such lower tier subcontractor under the subcontract.

(v) Additional supporting data in a form and detail required by Princeton's Subcontract Administrator.

(2) In the preparation of estimates, Princeton's Subcontract Administrator may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Subcontractor at locations other than the site also may be taken into consideration if—

(i) Consideration is specifically authorized by this Subcontract; and

(ii) The Subcontractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this subcontract.

(c) Subcontractor certification. Along with each request for progress payments, the Subcontractor shall furnish the following certification, or payment shall not be made: (However, if the Subcontractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;

(2) All payments due to lower tier subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with lower tier subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the Subcontractor intends to withhold or retain from a lower tier subcontractor or supplier in accordance with the terms and conditions of the lower tier subcontract; and

(4) This certification is not to be construed as final acceptance of a lower tier subcontractor's performance.

(Name) _____
(Title) _____
(Date) _____

(d) Refund of unearned amounts. If the Subcontractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Subcontractor that fails to conform to the specifications, terms, and conditions of this subcontract (hereinafter referred to as the "unearned amount"), the Subcontractor shall—

(1) Notify Princeton's Subcontract Administrator of such performance deficiency; and

(2) Be obligated to pay Princeton an amount (computed by Princeton's Subcontract Administrator in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until—

(i) The date the Subcontractor notifies Princeton's Subcontract Administrator that the performance deficiency has been corrected; or

(ii) The date the Subcontractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If Princeton's Subcontract Administrator finds that satisfactory progress was achieved during any period for which a progress payment is to be made, Princeton's Subcontract Administrator shall authorize payment to be made in full. However, if satisfactory progress has not been made, Princeton's Subcontract Administrator may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, Princeton's Subcontract Administrator may retain from previously withheld funds and future progress payments that amount Princeton's Subcontract Administrator considers adequate for protection of Princeton and shall release to the Subcontractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the

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subcontract, for which the price is stated separately in the subcontract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of Princeton, but this shall not be construed as--

(1) Relieving the Subcontractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of Princeton to require the fulfillment of all of the terms of the subcontract.

(g) Reimbursement for bond premiums. In making these progress payments, Princeton shall, upon request, reimburse the Subcontractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Subcontractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. Princeton shall pay the amount due the Subcontractor under this subcontract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against Princeton arising by virtue of this Subcontract, other than claims, in stated amounts that the Subcontractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Subcontractor's claim to amounts payable under this Subcontract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this subcontract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including subcontract modifications for additional supplies or services, but not including subcontract modifications that are within the scope and under the terms of the subcontract, such as subcontract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the

date the Subcontractor receives the unearned amount; and

(2) Deducted from the next available payment to the Subcontractor.

G2. EXTRAS (APR 1984)

Except as otherwise provided in this subcontract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by Princeton.

G3. CHANGES (JUN 2007)

(a) Princeton may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the subcontract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from Princeton's Subcontract Administrator that causes a change shall be treated as a change order under this clause; provided, that the Subcontractor gives Princeton's Subcontract Administrator written notice stating (1) the date, circumstances, and source of the order and (2) that the Subcontractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of Princeton shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the work under this subcontract, whether or not changed by any such order, Princeton's Subcontract Administrator shall make an equitable adjustment and modify the subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Subcontractor gives written notice as required. In the case of defective specifications for which Princeton is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Subcontractor in attempting to comply with the defective specifications.

(e) The Subcontractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written

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notice under paragraph (b) of this clause, by submitting to Princeton's Subcontract Administrator a written statement describing the general nature and amount of the proposal, unless this period is extended by Princeton. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Subcontractor for an equitable adjustment shall be allowed if asserted after final payment under this subcontract.

G4. INSPECTION (OCT 1997)

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 lower tier subcontractor, the Subcontractor shall furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

G5. TERMINATION FOR CONVENIENCE OF PRINCETON (FIXED-PRICE) (ALTERNATE I) (MAY 2004)

(a) Princeton may terminate performance of work under this subcontract in whole or, from time to time, in part if Princeton determines that a termination is in Princeton's interest. Princeton's Subcontract Administrator shall terminate by delivering to the Subcontractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by Princeton's Subcontract Administrator, the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as lower tier subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the subcontract.
- (3) Terminate all lower tier subcontracts to the extent they relate to the work terminated.
- (4) Assign to Princeton, as directed by Princeton's Subcontract Administrator, all right, title, and interest of the Subcontractor under the lower tier subcontracts terminated, in which case Princeton shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by Princeton, settle all outstanding liabilities and termination settlement proposals arising from the termination of lower tier

subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by Princeton, transfer title and deliver to Princeton (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to Princeton.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that Princeton may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by Princeton, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, Princeton. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Princeton under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by Princeton.

(c) The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by Princeton's Subcontract Administrator upon written request of the Subcontractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Subcontractor may submit to Princeton a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Princeton. The Subcontractor may request Princeton to remove those items or enter into an agreement for their storage. Within 15 days, Princeton will accept title to those items and remove them or enter into a storage agreement. Princeton's Subcontract Administrator may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Subcontractor shall submit a final termination settlement proposal to Princeton in the form and with the certification prescribed by Princeton. The Subcontractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by Princeton's Subcontract Administrator upon written request of the Subcontractor within this 1-year period. However, if Princeton's Subcontract Administrator determines that the facts justify it, a termination settlement proposal may

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be received and acted on after 1 year or any extension. If the Subcontractor fails to submit the proposal within the time allowed, Princeton may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Subcontractor and Princeton may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total subcontract price as reduced by (1) the amount of payments previously made and (2) the subcontract price of work not terminated. The subcontract shall be modified, and the Subcontractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Subcontractor and Princeton fail to agree on the whole amount to be paid the Subcontractor because of the termination of work, Princeton shall pay the Subcontractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For subcontract work performed before the effective date of termination, the total (without duplication of any items) of—

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated lower tier subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on (g)(1)(i) of this clause, determined by Princeton under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire contract had it been completed, Princeton shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of lower tier subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that Princeton expressly assumed the risk of loss, Princeton shall exclude from the amounts payable to the Subcontractor under paragraph (g) of this clause, the fair value, as determined by Princeton, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this Subcontract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Subcontractor shall have the right of appeal, under the Disputes Resolution clause, from any determination made by Princeton under paragraph (e), (g), or (l) of this clause, except that if the Subcontractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Subcontractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Subcontractor under the terminated portion of this subcontract;

(2) Any claim which Princeton or the Government have against the Subcontractor under this subcontract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Subcontractor or sold under the provisions of this clause and not recovered by or credited to Princeton or the Government.

(l) If the termination is partial, the Subcontractor may file a proposal with Princeton for an equitable adjustment of the price(s) of the continued portion of the subcontract. Princeton shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by Princeton's Subcontract Administrator.

(m) (1) Princeton may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the subcontract, if Princeton believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to Princeton upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period

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from the date the excess payment is received by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by Princeton because of the circumstances.

(n) Unless otherwise provided in this subcontract or by statute, the Subcontractor shall maintain all records and documents relating to the terminated portion of this subcontract for 3 years after final settlement. This includes all books and other evidence bearing on the Subcontractor's costs and expenses under this Subcontract. The Subcontractor shall make these records and documents available to Princeton, at the Subcontractor's office, at all reasonable times, without any direct charge. If approved by Princeton, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

G6. DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Subcontractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this subcontract including any extension, or fails to complete the work within this time, Princeton may, by written notice to the Subcontractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, Princeton may take over the work and complete it by subcontract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work.

The Subcontractor and its sureties shall be liable for any damage to Princeton or the Government resulting from the Subcontractor's refusal or failure to complete the work within the specified time, whether or not the Subcontractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Princeton in completing the work.

(b) The Subcontractor's right to proceed shall not be terminated nor the Subcontractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Subcontractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Subcontractor in the performance of a contract with Princeton, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both

the Subcontractor and the lower-tier subcontractors or suppliers; and

(2) The Subcontractor, within 10 days from the beginning of any delay (unless extended by Princeton's Subcontract Administrator), notifies Princeton's Subcontract Administrator in writing of the causes of delay. Princeton's Subcontract Administrator shall ascertain the facts and the extent of delay. If, in the judgment of Princeton, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of Princeton shall be final and conclusive on the parties, but subject to appeal under the Disputes Resolution clause.

(c) If, after termination of the Subcontractor's right to proceed, it is determined that the Subcontractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Princeton.

(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 subcontract.

If the contract is for dismantling, demolition, or removal of improvements, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) (1) If the Subcontractor refuses or fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in this subcontract, including any extension, or fails to complete the work within this time, Princeton may, by written notice to the Subcontractor, terminate the right to proceed with the work or the part of the work that has been delayed. In this event, Princeton may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work.

(2) If title to property is vested in the Subcontractor under this subcontract, it shall revert in the Government regardless of any other clause of this subcontract, except for property that the Subcontractor has disposed of by bona fide sale or removed from the site.

(3) The Subcontractor and its sureties shall be liable for any damage to Princeton or the Government resulting from the Subcontractor's refusal or failure to complete the work within the specified time, whether or not the Subcontractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Princeton in completing the work.

G7. SUSPENSION OF WORK (APR 1984)

(a) Princeton may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this subcontract for the period of time that Princeton determines appropriate for the convenience Princeton.

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(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of Princeton in the administration of this subcontract, or (2) by Princeton's failure to act within the time specified in this subcontract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the subcontract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this subcontract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Subcontractor shall have notified Princeton in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Subcontract.

G8. DIFFERING SITE CONDITIONS (APR 1984)

(a) The Subcontractor shall promptly, and before the conditions are disturbed, give a written notice to Princeton of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this subcontract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the subcontract.

(b) Princeton shall investigate the site conditions after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Subcontractor's cost of, or the time required for, performing any part of the work under this subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the subcontract modified in writing accordingly.

(c) No request by the Subcontractor for an equitable adjustment to the subcontract under this clause shall be allowed, unless the subcontractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by Princeton.

(d) No request by the Subcontractor for an equitable adjustment to the subcontract for differing site conditions shall be allowed if made after final payment under this subcontract.

G9. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Princeton, as well as from the drawings and specifications made a part of this subcontract. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Princeton.

(b) Princeton assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by Princeton. Nor does Princeton assume responsibility for any understanding reached or representation made concerning conditions that can affect the work by any of its officers or agents before the execution of this subcontract, unless that understanding or representation is expressly stated in this subcontract.

G10. SUPERINTENDENCE BY THE SUBCONTRACTOR (APR 1984)

At all times during performance of this subcontract and until the work is completed and accepted, the Subcontractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to Princeton and has authority to act for the Subcontractor.

G11. OTHER SUBCONTRACTS (APR 1984)

Princeton may undertake or award other subcontracts for additional work at or near the site of the work under this subcontract. The Subcontractor shall fully cooperate with the other subcontractors and with Princeton's employees and shall carefully adapt scheduling and performing the work under this subcontract to accommodate the additional work, heeding any direction that may be provided by Princeton. The Subcontractor shall not commit or permit any act that will interfere with the performance of work by any other subcontractor or by Princeton employees.

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G12. USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) Princeton shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, Princeton shall furnish the Subcontractor a list of items of work remaining to be performed or corrected on those portions of the work that Princeton intends to take possession of or use. However, failure of Princeton to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the subcontract. Princeton's possession or use shall not be deemed an acceptance of any work under the subcontract.

(b) While Princeton has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss of or damage to the work resulting from Princeton's possession or use, notwithstanding the terms of the clause in this subcontract entitled "Permits and Responsibilities." If prior possession or use by Princeton delays the progress of the work or causes additional expense to the Subcontractor, an equitable adjustment shall be made in the contract price or the time of completion, and the subcontract shall be modified in writing accordingly.

G13. LAYOUT OF WORK (APR 1984)

The Subcontractor shall layout its work from Princeton-established base lines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by Princeton. The Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by Princeton until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized, Princeton may replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

G14. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984)

(a) The Subcontractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Princeton access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Princeton, who shall make a determination in writing. Any adjustment by the Subcontractor without such a determination shall be at its own risk and expense. Princeton shall furnish from

time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of Princeton is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" Princeton, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to Princeton by the Subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Subcontractor to explain in detail specific portions of the work required by the contract. Princeton may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this subcontract.

(e) If this subcontract requires shop drawings, the Subcontractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Princeton without evidence of the Subcontractor's approval may be returned for resubmission. Princeton's Subcontract Administrator will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate Princeton's reasons therefor. Any work done before such approval shall be at the Subcontractor's risk. Approval by Princeton shall not relieve the Subcontractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Subcontractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Princeton approves any such variation, Princeton shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

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(g) The Subcontractor shall submit to Princeton for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by Princeton and one set will be returned to the Subcontractor. Upon completing the work under this subcontract, the Subcontractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

G15. MATERIALS SAFETY DATA SHEET

A Materials Safety Data Sheet (MSDS) for any solvents or similar materials proposed for construction shall be submitted to Princeton one (1) week prior to bringing such materials to the project site. Princeton may require the Subcontractor to exercise special precautions in the use of said materials subsequent to review of the MSDS.

GENERAL CONDITIONS FOR CONSTRUCTION
SUBCONTRACTS

GC1. RESPONSIBILITIES OF THE PRINCETON ARCHITECT-ENGINEER (MAY 2002)

(Applicable when an Architect-Engineer is designated in Subcontract Agreement.)

(a) The Architect-Engineer under a separate subcontract with Princeton, shall represent Princeton for all design preparation and construction observation during the term of the construction subcontract. The Architect-Engineer may prepare supplemental miscellaneous structural mechanical and architectural design drawings. The Subcontractor shall comply with the designs prepared by the Architect-Engineer.

(b) The Architect-Engineer has no authority to modify this construction subcontract in any respect, to issue change orders hereunder, to order extra work not required by the subcontract, to authorize extra compensation to the Subcontractors, or to waive the performance by the Subcontractor of any requirements of the subcontract.

(c) The Architect-Engineer designated by Princeton for the work covered by this Subcontract will be defined by the Subcontract Agreement between Princeton and the Construction Subcontractor. Therefore any reference to Architect-Engineer in these General Conditions shall mean the Architect-Engineer so designated by Princeton.

GC2. SUBCONTRACTOR'S PERFORMANCE (MAY 2002)

(a) It is intended, and expected, that the Subcontractor's performance under this subcontract will be conducted in a diligent and expeditious manner and that such performance shall include all actions necessary and required to complete the entire scope of work properly within the duration established, notwithstanding the fact that every item necessarily

involved to complete said work may not be specifically or individually identified in the subcontract documents.

(b) For the performance of work under this subcontract the subcontractor is expected and required to furnish all labor, materials, equipment, tools, supervision and other services unless specifically stated otherwise in these subcontract documents.

(c) All work, when completed by the Subcontractor shall be delivered to Princeton in a complete, undamaged state for use and/or occupancy by Princeton.

GC3. SPECIFICATIONS BY REFERENCE (MAY 2002)

(a) Materials specified by reference to the number or symbol of a specific standard, such as Federal Specifications, a Commercial standard, ASTM Specification, NEMA or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Request for Bid except as limited to type, class or grade, or modified in such references.

(b) Materials shall conform to the requirements of the respective Federal specifications unless specifically indicated otherwise. Princeton does not have copies of Federal specifications for distribution, but they may be obtained through the business service centers of the General Services Administration Regional Offices.

GC4. STANDARD SPECIFICATIONS (MAY 2002)

(a) In procuring all items used in this work, it is the Subcontractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.

(b) Princeton reserves the right to reject items incorporated into the work that fail to meet the specified minimum requirements. Princeton further reserves the right to accept non-complying items subject to an adjustment in the subcontract price.

GC5. CONSTRUCTION, SAFETY, HEALTH AND FIRE PROTECTION STANDARDS (MAY 2002)

(a) The Subcontractor shall take all responsible steps and precautions to protect health and minimize danger from all hazards to life and property and shall make all reports and permit all inspections deemed necessary by Princeton. All work shall be performed in accordance with the provisions of the following standards. In the event of a conflict, the Department of Labor Standards shall govern.

(1) "Occupational Safety and Health Standards" and the "Safety and Health Regulations For Construction" as promulgated by the Department of Labor.

(2) The Princeton Plasma Physics Laboratory Safety Manual

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(b) Radioactivity Precautions. Areas in and around the construction site may be designated radioactive areas. To maximize the protection, health, and safety of all personnel in these designated areas, the Subcontractor's personnel shall follow all regulations of Princeton, including the wearing of Film Badges. Princeton Plasma Physics Laboratory personnel will issue the necessary badges, process them and will maintain normal service to assist the Subcontractor in insuring the safety of his personnel. It is contemplated that radiation levels in the working areas will not be above that presently considered entirely safe by the U. S. Department of Energy.

GC6. FIRE PERMIT (MAY 2002)

The Subcontractor must without exception, notify Princeton twenty-four (24) hours in advance prior to performing any welding, burning, or similar open flame operations. No welding, burning or open flame operations shall commence without first obtaining a permit from Princeton. Upon issuance of a permit by Princeton, the Subcontractor shall protect existing equipment, materials and supplies with non-combustible covers, and shall take all other precautionary actions as directed by Princeton.

GC7. PLASMA PHYSICS LABORATORY SECURITY REQUIREMENTS (MAY 2002)

(a) All employees of the Subcontractor, lower-tier subcontractors, or material suppliers are permitted only on the project site. Princeton Security personnel will permit access and egress of Subcontractor personnel to the project site but to no other locations within the boundaries of the Princeton Plasma Physics Laboratory unless specifically authorized by Princeton. Strict adherence to the requirements set forth herein is expected.

(b) Princeton reserves the right to remove from, and deny further admission to the Laboratory, to any employee of the Subcontractor, lower-tier subcontractor or material supplier failing to comply with the requirements of this section.

(c) Each employee may be furnished with an identification badge and parking permit which he or she must display at all times while within the limits of the site. These will be furnished by Princeton at no cost to the Subcontractor, but the Subcontractor shall be responsible for their immediate return to Princeton upon the release of the employee. Notice of termination of employment should be furnished weekly to Princeton.

GC8. EXCAVATION PERMITS AND NOTICES (MAY 2002)

(a) No work shall be performed involving site excavation and alterations to existing facilities until all existing utility companies have been formally notified, in writing, of the scope of the work and all available information on existing underground utility work, including that shown on the drawings and that obtained from the utility companies and Princeton has been verified.

(b) No excavation or ground penetration whether by mechanical or manual means, deeper than twelve inches (12") is permitted on Princeton Plasma Physics Laboratory property without first receiving written approval in the form of a "Digging Permit" issued by the PPPL Maintenance and Operations Division.

GC9. NOTICE TO PROCEED (MAY 2002)

The Subcontractor shall commence work under this subcontract within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed unless said Notice to Proceed contains a specific date of commencement mutually agreed upon by Princeton and the Subcontractor prior to the issuance of the Notice to Proceed by Princeton. In the event the Subcontractor does not proceed with construction within the ten day period of Proceed Notice issuance or prior to said other date mutually agreed upon, such failure to proceed by the Subcontractor may be interpreted as just cause for termination in accordance with the terms and conditions of the General Provision titled "Default (Fixed-Price Construction)".

GC10. SHOP AND EQUIPMENT DRAWINGS (MAY 2002)

(a) All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted through Princeton, to the Architect-Engineer, in six (6) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary. Two (2) weeks should be allowed for checking from the date of receipt by the Architect-Engineer. The Subcontractor, with the approval of the Architect-Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be the size of the Subcontract Drawings. All shop drawings, etc. and/or printed matter submitted shall be properly identified by project and specific application with reference to Subcontract Drawing Number and specification items, and shall include the following additional information:

- (1) The date of the drawings and of any and all revisions
- (2) The name of the Subcontractor
- (3) Name of the lower-tier subcontractor or vendor
- (4) The name of the item, material or equipment detailed thereon

(b) No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Subcontract that is dependent upon shop drawing review until such review has been received from the Architect-Engineer. If the Subcontractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Subcontractor for extension of the Subcontract period of performance will be granted by reason of his failure in this respect. (See also "Shop Drawing Schedule" if one is listed in the Special Conditions for Construction.)

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(c) Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Architect-Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Subcontractor with any other drawings previously reviewed and with the design and function of any equipment or structure and the subcontract drawings.

(d) Any shop drawings, etc., submitted without the Subcontractor's stamp of approval will not be considered and will be returned to the Subcontractor for proper submission. By approving and submitting shop drawings, etc., the Subcontractor thereby represents that he or she has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he or she has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Subcontract Documents.

(e) If any drawings show variations from the requirements of the subcontract because of standard shop practice and/or other reasons, the Subcontractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the subcontract price and/or time; otherwise, the Subcontractor will not be relieved of the responsibility for executing the work in accordance with the subcontract even though the drawings have been approved.

(f) After review, the submittals will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit," or "Rejected - See Remarks." Three (3) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the Subcontractor for his use and for distribution to his suppliers and/or subcontractors. In the case of those stamped "Amend and Resubmit" or "Rejected - See Remarks," one (1) print will be returned to the Subcontractor who shall make all indicated corrections and resubmit six (6) prints.

(g) In any submission that is noted as "No Exceptions Taken" or "Make Corrections Noted," the review shall not extend to details or dimensions and shall not relieve the Subcontractor from his responsibility for compliance with the Subcontract Drawings and the Technical and Performance Specifications.

(h) When the Subcontractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, the description and location of the revision. The Subcontractor's letter of transmittal shall state the reasons for the revision.

(i) The Subcontractor shall maintain a complete set of the reviewed submissions at the site of the work at all times.

(j) There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the subcontract price.

(k) The approval of the drawings by the Architect-Engineer and/or Princeton shall not be construed as a complete check, but that the shop drawings are in conformance with the design of the project and in compliance with the information given in the subcontract documents. Approval of such drawings will not relieve the Subcontractor of the responsibility for any error that may exist. Any fabrication, erections, settings or other work done in advance of the receipt of approved drawings shall be done entirely at the Subcontractor's risk.

(l) The Architect-Engineer shall be responsible for submitting at least one (1) copy of final approved shop drawings to Princeton; however, the Subcontractor shall be responsible for keeping approved shop drawings at the Project Site. Any work performed by the Subcontractor that requires shop drawings may be halted by Princeton or Princeton's designated Architect-Engineer, if the Subcontractor does not have a copy of the approved shop drawing at the Project Site. If work is halted Princeton will not permit the recommencement of the work until the Subcontractor produces the final approved shop drawing.

(m) Princeton reserves the right to modify the procedures established herein if Princeton determines that such modifications are beneficial to Princeton, the Architect-Engineer or the Subcontractor and such procedural modifications do not (1) increase cost, (2) decrease quality, (3) increase construction duration, (4) circumvent established safety standards or (5) deviate from acceptable professional construction practice.

GC11. SAMPLES, CERTIFICATES AND TESTS (MAY 2002)

(a) The Subcontractor shall submit all samples, materials certified test reports, materials certificates, certificates of compliance, affidavits, etc. as called for in the Subcontract Documents or required by Princeton, promptly after the issuance of the Notice to Proceed. No such materials and/or equipment, etc. shall be manufactured or delivered to the site, except at the Subcontractor's own risk. until the required samples, certificates/tests/etc., have been approved in writing by Princeton. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Subcontract time.

(b) Samples. Unless otherwise specified the Subcontractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He or she shall provide means and assist in the verification of all scales, measures and other devices that he or she operates. Samples to be submitted shall be taken by an Architect-Engineer designated by Princeton or a laboratory approved by Princeton, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their

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preparation and/or use. All samples submitted by the Subcontractor shall be properly identified to include, but not be limited to, the project name, project number item number and description of material, name of the producer, place of origin and other detailed information which will assist Princeton or the Architect-Engineer in passing upon acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or, if permitted, in lieu of samples, shall conform to the requirements stated hereafter.

(c) **Certified Test Report.** A certified test report shall be a document containing a list of the dimensional chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Subcontract Drawings, and the Subcontract Technical and Performance Specifications, and shall also include the following information:

- (1) Item number and description of material
- (2) Date of manufacture
- (3) Date of testing
- (4) Name of organization to whom the material is consigned
- (5) Quality of material represented, such as batch, lot, group, etc.
- (6) Means of identifying the consignment, such as label, marking, lot number, etc.
- (7) Date and method of shipment
- (8) Name of organization performing tests

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

(d) **Materials Certificate** A materials certificate shall be a document certifying that the materials, components and equipment furnished conform to all requirements of the Subcontract Drawings and the Subcontract Technical and Performance Specifications. The document shall also include the following information:

- (1) Project to which the material is consigned
- (2) Name of subcontractor to whom material is supplied
- (3) Item number and description of material
- (4) Quantity of material represented by the certificate
- (5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
- (6) Date and method of shipment

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

(e) **Certificate of Compliance.** A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate have been installed in the work and that they conform to all the requirements of the Subcontract

Drawings and Specifications. The following information shall also be required on the document:

- (1) Project number
- (2) Item number and description of material
- (3) Quantity represented by the certificate
- (4) Name of manufacturer

The certificate of compliance shall be signed by an authorized and responsible agent for the Subcontractor, and shall be notarized.

(f) **Tests.** Tests as required by the Technical Specifications will be made in accordance with the latest revision to the American Society for Testing and Materials in effect at the time unless otherwise indicated on the Subcontract Drawings or otherwise specified in this Subcontract. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Subcontractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use. Materials will be rejected by the Architect-Engineer whenever, in his judgment, they fail to meet the requirements of the specifications. Princeton reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

(g) **Approval/Acceptance.** Approval of materials shall be general only and shall not constitute a waiver of Princeton's right to demand full compliance with Subcontract requirements. After actual deliveries the Architect-Engineer will have such check tests made as he or she deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories fail to meet check tests have been incorporated in the work, the Architect-Engineer will have the right to cause their removal and replacement by proper materials or to demand such reparation by the Subcontractor as is equitable. Princeton may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

(1) Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.

(2) The incidence and degree of nonconformance with the specification requirements are, in Princeton's judgment or the judgment of the Architect-Engineer within reasonable and practical limits.

(3) The Subcontractor has diligently exercised material controls consistent with good practices in Princeton's judgment or the judgment of the Architect-Engineer.

(4) No adverse effect on the value of serviceability of the completed work could result.

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Princeton may at their discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are presently on test.

(h) Costs. Except as otherwise specifically stated in the Subcontract, the costs of sampling and testing will be divided as follows:

(1) The Subcontractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by specific direction from Princeton.

(2) The Subcontractor shall assume all costs of retesting materials that fail to meet Subcontract requirements.

(3) The Subcontractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

GC12. SUBSTITUTIONS (MAY 2002)

Any reference in the Divisions of this Specification to any article, device, product, material, fixture, system or type of construction by proprietary name, make or catalog number shall be interpreted as establishing a standard of quality, and shall not be construed as limiting competition. The Subcontractor may, at his option, use any article, device, product, material, fixture, system or type of construction that in the judgment of Princeton is equal to that specified. All requests for substitution must be submitted in writing within thirty(30) days after signing of the Subcontract for construction. Refusal by Princeton to permit substitutions may be based on any characteristics of material or other factors that in the opinion of Princeton are relevant to a determination of equivalence. Any additional costs arising from the use of a substitution requested by the Subcontractor shall be borne by the Subcontractor.

GC13. INVOICES/CERTIFICATIONS (MAY 2002)

The Subcontractor's request for payment shall consist of an invoice addressed to "Princeton University, Plasma Physics Laboratory, P. O. Box 451, Princeton, NJ 08543, Attention: General Accounting, Subcontract No. S-_____, " and documents supporting the request for payment.

GC14. REPORTS (MAY 2002)

(a) The Subcontractor shall submit certified payrolls required by General Provisions entitled "Payrolls and Basic Records" to Princeton's Subcontract Administrator within seven 7 consecutive calendar days after the last day of the payroll week.

(b) The Subcontractor shall complete and execute a Statement of Compliance for each certified payroll submitted.

GC15. PROGRESS MEETINGS (MAY 2002)

(a) Construction progress meetings will be held as directed by Princeton. The Subcontractor shall make all arrangements to have his design professionals, construction forces and lower-tier subcontractors represented at these meetings by individuals with authority to make commitments for and act for the concerns represented. The purpose of these meetings shall be primarily to review the progress and eliminate construction and material problems. The Subcontractor shall assume full responsibility to act for and commit any lower-tier subcontractor.

(b) The Subcontractor shall be prepared to indicate the proposed work schedule for the period immediately following the meeting date, and to indicate anticipated difficulties for resolution by the group as a whole.

(c) The representatives of the Subcontractor and his lower-tier subcontractors shall bring complete, current information to each meeting relative to future job progress, as affected by equipment, materials, delivery, shop drawings, inspections or other factors. Any questions not resolved during the meetings will be acted upon expeditiously by the individuals concerned.

(d) Any conclusions reached in the discussion at the meeting will be expressly for clarification and coordination of the work and will in no way modify, alter or otherwise affect the terms of the subcontract.

GC16. CONSTRUCTION OPERATIONS AND PROCEDURES (MAY 2002)

(a) All operations of the Subcontractor (including storage of materials) shall be confined to areas authorized or approved by Princeton. No unauthorized or unwarranted entry upon, passage through or storage or disposal of materials shall be made upon areas not so authorized or approved. The Subcontractor shall hold and save the Government, Princeton and their officers and agents free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on areas other than those authorized or approved by Princeton.

(b) The Subcontractor shall use only such established roadways as may be authorized by Princeton. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by an applicable Federal, State or local law or regulation and when it is necessary to cross curbing, sidewalks, or lawns, protection against damage shall be provided by the Subcontractor and any damaged roads, curbing, sidewalks or lawns shall be repaired by and at the expense of the Subcontractor.

(c) During the course of construction, all existing facilities and all buildings will continue in operation and the area will be occupied by Plasma Physics Laboratory operating personnel. The Subcontractor shall arrange his work in such a manner as to cause a minimum of interference to Princeton's daily operations.

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GC17. UTILITY SHUTDOWNS (MAY 2002)

(a) The scheduling of shutdowns and other interruptions of existing utilities shall have the approval of Princeton. No shutdowns will be allowed without prior clearance. Shutdown time shall be held to a minimum.

(b) Interruptions to the existing services (water, steam, etc.) shall be made during the period Saturday 8:00 A.M. to Sunday 12:00 Noon. Depending on operating schedules, Princeton may allow short shutdowns of utility systems for minor connections during normal Laboratory operating periods. Seven (7) days prior to any required shutdown the Subcontractor shall submit written notification to Princeton requesting the shutdown. The Subcontractor shall arrange his work so the number of shutdowns and the period of each shutdown will be kept to a minimum. Any premium time or additional costs incurred by the Subcontractor in the course of these shutdowns shall be at the expense of the Subcontractor and shall be considered as being included in his subcontract price.

(c) Except as otherwise provided, the time and date agreed upon for shutdown periods shall occur during "Off Peak" hours of Princeton's operation or non-working hours; all shutdown work shall be performed on an overtime basis. The performance of this work at such times shall not result in additional expense to Princeton.

GC18. PROTECTION DURING CONSTRUCTION OPERATIONS (MAY 2002)

(a) The Subcontractor shall use extreme caution in protecting any existing materials, supplies and equipment of every description, all new materials and apparatus being installed hereunder and the work, materials, or apparatus employed by others. All reasonable requests to enclose or specially protect such property shall be complied with. If, as determined by Princeton, material equipment and supplies and work performed are not adequately protected by the Subcontractor, such property may be protected by Princeton or the Government and the cost thereof may be charged to the Subcontractor or deducted from any payments due him.

(b) The Subcontractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by Princeton. Materials shall be stored so as to insure the reservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings. Stored materials, even through approved before storage, must meet the requirements of the Specifications at the time it is proposed to use them.

(c) The Subcontractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably

interfere with the construction as may be determined by Princeton. The Subcontractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

(d) In the event of an emergency affecting the safety of life or property, including adjoining property, the Subcontractor, without special instructions or authorization from Princeton, is authorized to act at his discretion to prevent such threatened loss or injury, and he or she shall so act. He or she shall likewise act if instructed to do so by Princeton. Any compensation claimed by the Subcontractor on account of such emergency work will be determined by Princeton as provided in the General Provisions entitled "CHANGES."

GC19 JOB CONDITIONS - TEMPORARY FACILITIES (MAY 2002)

(a) Electric Power, Steam and Water. Electric power, steam and water, in quantities sufficient for the Subcontractor's requirements for performing the work, will be furnished by Princeton without charge. The Subcontractor shall at his own expense, provide, install, and maintain all equipment connections and temporary lines necessary to tie into Princeton services where and in a manner designated by Princeton and to convert the service derived there from in a manner that makes it useful for construction operations. Temporary lines shall be disconnected and/or removed as directed by Princeton.

(b) Telephone. Any telephone service necessary to the Subcontractor will be installed by him, and he or she shall pay the charges for installation and service.

(c) Transportation of Equipment and Materials. Unless otherwise specified, it shall be the Subcontractor's responsibility to transport, to load and unload at the job site all equipment and materials used by him at his own expense.

(d) Temporary Buildings (storage sheds, shops, offices, etc.) Temporary buildings may be erected by the Subcontractor only with the approval of Princeton and shall be built with labor and materials furnished by the Subcontractor without expense to Princeton or the Government. Such temporary building and/or utilities shall remain the property of the Subcontractor and shall be removed by him at his expense upon completion of the work. With the written consent of Princeton, such building and/or utilities may be abandoned and need not be removed.

(e) Temporary Heating. The Subcontractor shall provide temporary heat, as necessary to protect all the work and materials against dampness and cold, to dry out work and to facilitate the completion of the work. The Subcontractor shall maintain any critical installation temperatures called for in the specifications for the various branches of the work in those spaces where such work is being performed. The maintenance of proper heat, ventilation and adequate drying out of the work are the responsibilities of the Subcontractor

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and any work damaged by dampness or insufficient or abnormal heat, shall be replaced to the satisfaction of Princeton and at the expense of the Subcontractor. The Subcontractor may employ the permanent heating system as specified under this Subcontract for temporary heating purposes. The permanent heating equipment used for temporary heat, when no longer required for such purposes, shall be thoroughly checked, reconditioned and repaired as required to bring it to the standards required by the specification, at no cost to Princeton. Temporary electrical power for construction purposes shall not be used as fuel for electrical resistance heaters except as approved by Princeton. All temporary installations required for temporary heating shall be removed by the Subcontractor, when no longer required, at no cost to Princeton.

(f) Temporary Lighting. The Subcontractor shall install and maintain temporary lighting throughout the project to enable all trades to adequately perform their work, and to conform to safety and security requirements.

(g) Sanitary Facilities. The Subcontractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of toilets shall be placed as required by the Federal Department of Labor "Safety and Health Regulations for Construction." Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single source containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/sanitary regulations. Use of existing Princeton facilities is not permitted unless specifically authorized by Princeton. All temporary sanitary facilities provided by the Subcontractor shall be removed at the Subcontractor's expense subsequent to the completion of construction.

GC20. ALTERATION WORK (MAY 2002)

(a) No cutting of, or alteration work to an existing building shall be initiated until a schedule of operations is approved by Princeton. Proper protection shall be provided around all areas in which demolition or alteration work is to be carried on so as to prevent dirt or dust from entering active portions of the existing buildings.

(b) The alteration work shall consist of all modifications necessary to the existing building to accommodate the new construction and alterations as shown or specified, including all work as is reasonably inferable from the specific work shown or specified in order to produce a complete job ready for Princeton's operation.

(c) As deemed necessary by Princeton, mechanical and electrical lower-tier subcontractors shall make all necessary arrangements with the Subcontractor for performance of temporary protection and patching work including painting for which they are responsible.

(d) Where equipment, fixtures or apparatus are removed from back of finished surfaces, the existing piping, conduit or ductwork shall be capped or sealed as directed by the Architect-Engineer so as to permit patching and refinishing of these surfaces. Where required, metal cover plates shall be installed to identify these locations. Where existing electrical equipment, fixtures or apparatus are removed, the existing wiring, conduit, etc., shall be removed back to the nearest junction box where leads shall be properly insulated and terminated in an approved manner and/or as directed by Princeton.

(e) Where piping, valves, conduit, ductwork, etc. are required to be removed, altered or tapped for new connections or extensions, disconnecting and removal work shall be done in such a manner as to prevent damage to the remaining work, the building or its contents. Wherever existing remaining work, equipment, materials or finishes are damaged in making such removals, the Subcontractor shall be responsible for the full resulting cost. No existing piping, fittings, or valves, conduit, wire, switches and other related work, once removed, shall be permitted to be reused unless specifically so provided in the subcontract documents. Where parts of existing systems are altered, the remaining systems shall be balanced as required for proper operation. Wherever existing pipe or duct covering or insulation is removed on existing work which is required to remain, such covering or insulation shall be replaced with new covering of a kind similar to that existing.

(f) The Subcontractor shall do all cutting and patching which may be necessary to complete the work, except that no structural members shall be cut or notched so as to interfere with the structural integrity of the structure without specific approval of Princeton. All patching shall be done to match adjoining or adjacent work.

(g) All patching and refinishing shall be done with materials and in such manner as to match adjoining work. Patchings shall be assigned to, and done by, the appropriate trade. Refer to additional requirements relating to cutting and patching elsewhere in the specifications.

GC21. NON-INTERFERENCE WITH PRINCETON OPERATIONS (MAY 2002)

(a) The Subcontractor shall acquaint itself with the general character of Princeton's operations prior to commencing work and shall so schedule his work to avoid interference therewith. The sequence of demolition and alteration operations shall be in accordance with a schedule of subcontract operations approved by Princeton and Princeton's designated Architect-Engineer.

(b) All Subcontractor activities within the area of Princeton operations shall be carefully coordinated with Princeton and scheduled at least ten (10) consecutive calendar days in advance of anticipated occurrence. Unavoidable interference with Princeton operations shall not be carried out without Princeton's written approval.

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- (c) Work scheduling shall take into full consideration the requirements of Princeton with respect to minimal disruption of existing functions by demolition and alterations, including the following:

- (1) Electrical, gas, water, telephone and drainage service
- (2) Accessibility to existing areas
- (3) Parking areas
- (4) Fire and emergency exits
- (5) Relocation and functional maintenance of affected facilities

GC22. TEMPORARY PARTITION AND CLOSURES (MAY 2002)

(a) The Subcontractor shall provide temporary dust-proof partitions or properly hung tarpaulins, depending on the type of work to be done, between existing construction being altered and areas occupied by Princeton. The Subcontractor shall construct partitions of wood studs and suitable sheathing, and shall provide glass wool insulation between framing and existing surfaces in order to protect them from damage, and to obtain a dust-tight seal.

(b) Where operations and facilities in existing buildings are exposed to the weather due to work specified, the Subcontractor shall provide temporary closures for their protection. The Subcontractor shall remove the temporary closures as the work progresses and the existing and new construction is closed in. The Subcontractor shall protect all exterior openings, whether through roofs or walls, and keep openings weatherproof and watertight at all times. The Subcontractor shall be responsible for the protection of temporary openings in exterior walls and roof.

(c) All costs for temporary closures, partitions and other temporary protection shall be included in the subcontract price.

GC23. INGRESS, EGRESS AND CIRCULATION (MAY 2002)

(a) Subcontractor shall be responsible for performing construction activities in such manner to maintain essential ingress and egress for visitors and occupants of Princeton-occupied areas, including freight traffic, and to continuously maintain all required emergency exits from and circulation between existing facilities. Passageways for emergency exits shall be kept continuously free from debris, construction equipment, tools, stockpiles of materials, and other hazards to speedy evacuation. The Subcontractor shall provide all necessary temporary work, including lighting, heating, handrails, crosswalks, directional signs and other temporary safety measures as prudence and good practice may dictate and in accordance with Public Law, to obtain and maintain all such ingress, egress and circulation requirements.

(b) At all times, the entire project and site, including all egress and ingress over the site, shall be maintained clean and free of all snowfall to the extent that work and inspection of the work may proceed.

GC24. SHORING, BRACING AND BARRICADES (MAY 2002)

(a) It shall be the responsibility of the Subcontractor to provide and maintain sufficient and adequate shoring and bracing of any existing structure or earth bank during the performance of work under this subcontract. The shoring and bracing shall be constructed in such a manner as will prevent all deflection, settlement, and movement of any existing structure or earth bank, and will permit the work to be performed without damaging any existing structure.

(b) The Subcontractor shall provide all permanent and temporary bracing, shoring and anchoring that the nature of the work may require, in order to make the construction stable, secure and safe, even where such items are not specifically called for. The Subcontractor will be held responsible for any damage resulting from inadequate shoring, bracing or anchoring.

(c) Barricades and lights shall be furnished by the Subcontractor as necessary to meet safety requirements.

GC25. WEATHER CONDITIONS/WORK IN FREEZING WEATHER (MAY 2002)

(a) In the event of temporary suspension of work, or during inclement weather, or whenever Princeton shall direct, the Subcontractor will and will cause his lower-tier subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of Princeton, any work or materials shall have been damaged or injured by reason of failure on the part of the Subcontractor or any of his lower-tier subcontractors so to protect his and their work, such materials shall be removed and replaced at the expense of the Subcontractor.

(b) Unless written permission is given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition, the Subcontractor shall provide approved facilities for heating the materials and for protecting the finished work.

GC26. DISPOSAL AND SALVAGE (MAY 2002)

(a) Materials and items designated by Princeton to be salvaged, whether or not such materials and items are specified or indicated on drawings to be salvaged, shall be delivered to Princeton at a location on site as directed.

(b) Items designated for reuse shall be salvaged, refurbished and suitably stored until reuse.

(c) All debris and products of demolition not designated for reuse, salvage, and/or delivery to Princeton shall be removed from the premises by the Subcontractor.

GC27. PUMPING AND DRAINAGE (MAY 2002)

(a) The Subcontractor shall provide all pumping and drainage of ground water or water from any source

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whatsoever from within the areas of the project until acceptance of the project. The Subcontractor shall keep all areas dry as required for the installation of all work and shall prevent damage to the work already installed, including adjacent property.

GC28. EXPLOSIVES (MAY 2002)

The use of explosives will not be permitted.

GC29. INTOXICATING LIQUORS (MAY 2002)

The Subcontractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the site of the work specified in this subcontract or upon any of the grounds occupied by it or by its employees.

GC30. UTILIZATION OF PRINCETON EMPLOYEES (MAY 2002)

The Subcontractor shall not hire or retain any employee of Princeton in the performance of this subcontract.

GC31. EATING FACILITIES (MAY 2002)

Existing eating facilities within Princeton premises are available for the Subcontractor's use.

GC32. MATERIALS AND WARRANTIES (MAY 2002)

The Subcontractor will collect all vendor warranties and give same to the designated Princeton Project Representatives. He or she shall endeavor in procurement to give the benefits of the warranties directly to Princeton.

GC33. OPERATING AND MAINTENANCE MANUALS (MAY 2002)

(a) If the Technical and Performance Specifications do not require otherwise, the Subcontractor shall furnish a minimum of three (3) copies of manufacturer's catalogues, maintenance and operating instructions as well as cuts, diagrams, spare parts lists, manufacturer's standard printed installation recommendations, instructions and start-up procedures of all equipment and machinery provided under this subcontract. Sufficient information shall be furnished in order to describe completely the design basis and operation and maintenance procedures for each complete system including all operating parts. Each document shall be marked with the project name as it appears in the Specifications.

(b) The manuals shall be bound, divided into systems, indexed by section tabs, and numerically indexed in the front of each binder. One (1) completed sample binder, assembled and containing full information, shall be submitted for approval of the Architect-Engineer prior to preparation and submission of the remainder of the manuals.

GC34. AS-BUILT DRAWINGS (MAY 2002)

(a) The Subcontractor shall provide itself with a set of black line prints of the Subcontract Drawings for the

purpose of keeping a complete record of installations of all special equipment and shall indicate all deviations from the Subcontract Drawings. All information shall put on in a neat, legible and accurate manner. All changes, revisions, or additions made in the installation of the work, which differs from, that required by the Subcontract Drawings shall be noted. During the progress of the work, a record shall be kept of conduit, piping and duct layout and all deviations from the drawings. Each week, all deviations shall be entered neatly and correctly in colored pencil on a paper print of the drawings affected, and the prints shall be kept available at the site for inspection.

(b) When the work is completed, and prior to requesting approval, the Subcontractor shall submit one set of final, corrected prints for review. All required changes shall be entered on reproducible drawings by a competent draftsman. The reproducible shall be signed by the Subcontractor as a certification of accuracy and completion of the work in accordance with the approved construction plans and the Technical and Performance Specifications or approved modifications thereof. All as-built reproducible drawings required under this Subcontract shall be submitted on Mylar 135 Reverse Process Chronoflex, which may be utilized by Princeton for future reproduction.

(c) Failure on the part of the Subcontractor or any of his lower-tier Subcontractors to submit the required reproducible "as-built" drawings shall be just cause for Princeton to withhold final payment from the Subcontractor until compliance with the complete requirements of this section is demonstrated to the satisfaction of Princeton. All costs associated with the maintenance of as-built drawings, drafting and transfer of information to reproducible mylars and reproduction costs shall be borne by the Subcontractor and at no additional cost to Princeton.

(d) Princeton reserves the right to waive the requirements of this section in total, or in part, if Princeton determines that such waiver action is in the benefit of, or advantage to, Princeton.

GC35. CLEANING UP (MAY 2002)

The Subcontractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste materials or rubbish, and prior to completion of the work remove any rubbish from about the premises and all tools, scaffolding, equipment and materials not the property of Princeton. Upon completion of the construction, the Subcontractor shall leave the work and premises in a condition satisfactory to Princeton. Trash and combustible materials shall not be allowed to accumulate in the building or elsewhere on the premises. Trash burning on the site will not be permitted.

**FAR CLAUSES INCORPORATED BY REFERENCE
ON FOLLOWING PAGE**

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GF1. CLAUSES, 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 "Supplier". The FAR clauses are available through the General Services Administration (GSA) at <http://www.acqnet.gov/far/> , and the DEAR clauses are available at the following web site <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 Subcontractor 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 Subcontractor 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 Subcontractor shall include the terms of this clause, including this statement, in lower-tier subcontracts awarded under this Agreement.

<u>No.</u>	<u>Clause Title</u>	<u>FAR Reference</u>
GF1-1	DAVIS-BACON ACT – SECONDARY SITE OF WORK	52.222-5
GF1-2	DAVIS-BACON ACT	52.222-6
GF1-3	WITHHOLDING OF FUNDS	52.222-7
GF1-4	PAYROLLS AND BASIC RECORDS	52.222-8
GF1-5	APPRENTICES AND TRAINEES	52.222-9
GF1-6	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	52.222-10
GF1-7	SUBCONTRACTS (LABOR STANDARDS)	52.222-11
GF1-8	CONTRACT TERMINATION – DEBARMENT	52.222-12
GF1-9	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	52.222-13
GF1-10	DISPUTES CONCERNING LABOR STANDARDS	52.222-14
GF1-11	CERTIFICATION OF ELIGIBILITY	52.222-15
GF1-12	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	52.222-27
GF1-13	BUY-AMERICAN ACT - CONSTRUCTION MATERIALS (For subcontracts less than \$7,804,000)	52.225-9

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REQUEST FOR BIDS (RFB) NO. 15-040F

The following clauses, the full text of which are set forth below, are hereby incorporated in and made part of the above-cited subcontract.

T1. PERMITS AND RESPONSIBILITIES (NOV 1991)

The Subcontractor shall, without additional expense to Princeton, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Subcontractor shall also be responsible for all damages to persons or property that occur as a result of the Subcontractor's fault or negligence. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work that may have been accepted under the contract.

T2. COMPLIANCE WITH 10 CFR 851 AND PRINCETON WORKER SAFETY AND HEALTH PROGRAM BY INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2009)

(a) In performing work under this Subcontract, the Subcontractor and all of its lower-tier subcontractors at all levels shall comply with all applicable federal, state and local environment, safety and health laws and regulations. The Subcontractor and all of its lower-tier subcontractors at all levels must comply with 10 CFR 851 Worker Safety and Health Program, Princeton's Worker Safety and Health Program, and DEAR 970.5223- 1, Integration of ES&H into Work Planning and Execution (Dec. 2000). Compliance with 10 CFR 851 and DEAR 970.5223-1 is to be guided by following paragraphs (b) through (g) set forth below.

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

- (1) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities, and will retain records respecting such competency and qualifications, making them available upon request.
- (2) 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.

- (3) Prior to work performance, the associated hazards will be evaluated and a set of ES&H standards and requirements will be established and implemented to provide assurance that employees, the public, and the environment are protected from adverse consequences.
 - (4) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis will be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (5) 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.
 - (6) Clear and unambiguous lines of authority and responsibility for ensuring ES&H compliance will be established and maintained at all organizational levels.
- (c) The Subcontractor, relative to the Statement of Work and Subcontract specifications, agrees to accept Princeton's DOE-approved Worker Safety and Health Program and the Integrated Safety Management System as its own, and perform and manage work in accordance with such program. The Subcontractor shall demonstrate through documentation and work practices that performance of work under this Subcontract:
- (1) fulfills the scope of work set out in the Subcontract;
 - (2) identifies and analyzes specific, task-level hazards associated with the work;
 - (3) develops and implements hazard controls;
 - (4) allows the performance of work within the controls
 - (5) provides feedback on the adequacy of controls and continued improvement in safety management.
- (d) In performing work in accordance with Princeton's DOE-approved Worker Safety

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and Health Program and the Integrated Safety Management System the Subcontractor will, prior to initiation of work:

- (1) Demonstrate well-established safety protocols applicable to the scope of work and consistent with the requirements of this clause.
 - (2) Prior to commencement of work on any construction activity, the Subcontractor must prepare a written Integrated Safety Management (ISM) Plan (construction project safety and health plan) that implements the requirements of items A-G below for the construction work under their responsibility and obtain approval of the plan by the Princeton Technical Representative prior to commencement of any work covered by the plan. In the plan, the Subcontractor must designate the individual(s) responsible for its on-site implementation, specify qualifications for those individuals, and provide a list of those project activities for which subsequent job hazard analyses are to be performed (see item A). The level of detail within the ISM Plan should be commensurate with the size, complexity and risk level of the construction project. In addition, the Subcontractor must:
 - A. Prepare, and have approved by the Princeton Technical Representative, job hazard analyses (JHAs) in accordance with Princeton procedure ESH-004 prior to commencement of affected work. The JHAs must identify foreseeable hazards and protective measures, and address further hazards revealed by any supplemental information provided by the Princeton Technical Representative.
 - B. Provide (for approval by the Princeton Technical Representative) drawings and/or other documentation of protective measures for which applicable OSHA standards require preparation by a Professional Engineer or other qualified individual (these should be included in the ISM Plan).
 - C. Identify for approval by the Princeton Technical Representative competent persons for activities as required by applicable OSHA standards (these should be included in the ISM Plan).
 - D. Ensure workers are aware of foreseeable hazards and the protective measures as defined by the JHAs, and require that workers acknowledge being so informed.
 - E. Ensure that workers not following the safe work practices are subject to the Subcontractor's disciplinary process.
 - F. Maintain a designated representative onsite during all active construction that is knowledgeable of the associated hazards and has the authority to act on behalf of the Subcontractor; and that makes frequent and regular inspections of the construction worksite to identify and correct any instances of noncompliance with project safety and health requirements.
 - G. Instruct workers to report to the Subcontractor's designated representative, hazards not previously identified or evaluated. If immediate corrective action is not possible or the hazard falls outside the project scope, the Subcontractor must immediately notify affected workers, post appropriate warning signs, modify the appropriate JHAs, implement needed interim control measures, and notify the Princeton Technical Representative of the action taken. The Subcontractor or the designated representative must stop work in the affected area until appropriate protective measures are established.
- (e) The Subcontractor's on-site ES&H activities will be subject to review by the Technical Representative of this Subcontract. Other representatives of PPPL may conduct periodic inspections of the Subcontractor's on-site offices, equipment, work and storage areas for compliance with the applicable ES&H requirements. The Princeton Administrative Representative for this Subcontract will notify the Subcontractor in writing of any observed non-compliance with applicable ES&H requirements. The Subcontractor shall immediately take appropriate corrective action. The Subcontractor shall advise the Princeton Administrative Representative, in writing, within five (5) working days of the corrective action taken on any safety non-compliance noted. If the Subcontractor fails or refuses to correct the safety non-compliance, Princeton may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Subcontractor for the cost thereof. Such charges will be deducted from payments otherwise due the Subcontractor under this Subcontract. Repeated or willful non-compliances with applicable ES&H requirements by the Subcontractor shall

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constitute a default under other provisions of this Subcontract and Princeton may terminate the Subcontract in accordance with those provisions.

- (f) The Subcontractor shall promptly evaluate and resolve any non-compliance with applicable ES&H requirements. If the Subcontractor fails to provide resolution or if, at any time, the Subcontractor'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, Princeton may issue an order stopping work in whole or in part and the Subcontractor shall be liable for the delay and any costs thereby incurred. Any stop-work order issued by Princeton under this clause (or issued by the Subcontractor to a lower-tier subcontractor in accordance with this clause) shall be without prejudice to any other legal or contractual rights of Princeton. In the event that Princeton issues a stop-work order, an order authorizing the resumption of the work may be issued at the discretion of Princeton. The Subcontractor shall not be entitled to an extension of time, or additional cost or fee, or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (g) The Subcontractor is responsible for its lower-tier subcontractors' compliance with the ES&H requirements of this Subcontract. The Subcontractor shall include a clause substantially the same as this clause in lower-tier subcontracts involving complex or hazardous construction 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 herein.

T3. WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

(This clause is applicable if subcontract is greater than \$25,000 AND if Subcontractor personnel working on site at PPPL are performing functions subject to the requirements of 10 CFR 707.2, i.e., subcontracts that involve (i) access to or handling of classified information or special nuclear materials, (ii) high risk of danger to life, the environment, public health and safety, or national security; or (iii) 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 Subcontract Administrator 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 lower-tier 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 lower-tier subcontract. Princeton shall review and approve each lower-tier 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.

T4. TERMS AND CONDITIONS OF INSURANCE (AUG 2009)

- (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:

<u>TYPE</u>	<u>IN THE NAME OF</u>	<u>MINIMUM LIMITS</u>
(i) Workers Compensation	Subcontractor	Statutory
Employer's Liability		\$500,000
(ii) General Liability, including: Contractual Premises Operations, Products and Completed Operations, Independent Contractors and Personal Injury, Bodily Injury and Property Damage, Combined Single Limit Each Occurrence	Subcontractor	\$2,000,000
Aggregate		\$2,000,000

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(iii) Automobile Subcontractor \$1,000,000
Liability Bodily
Injury and
Property
Damage

(b) If the Subcontractor is required to maintain a professional license in order to practice his/her profession, Contractor must maintain professional liability insurance in the amount of \$2 million per occurrence. Professions this applies to, but is not limited to, include architects, engineers, attorneys, physicians, nurses and physical therapists. This sample list of professions is representative only and is not meant to be complete.

(c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in lower-tier subcontracts under this subcontract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in paragraph (a) above. At least 5 days before entry of each such subcontractor's personnel on the Government installation, the Subcontractor shall furnish (or ensure that there has been furnished) to PPPL a current certificate of insurance, meeting the requirements of paragraph (b) above, for each such subcontractor.

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

(e) All policies shall be underwritten by a carrier licensed in the State of New Jersey and rated at least "A-" in Best's Key Rating Guide. "The Trustees of Princeton University, including its officers, employees and agents" and the U.S. Government shall be named as additional insureds in the General Liability policy specified in subparagraph (a)(i). The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this subcontract is to be performed prescribe or (2) until 30 days after the insurer or the Subcontractor gives written notice to PPPL, whichever period is longer. Additionally, each policy of insurance shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the United States of America and Princeton Plasma Physics Laboratory, which might arise by reason of any payment made under this policy."

(f) 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.

(g) The Subcontractor shall be solely responsible for payment of premiums and deductibles for all of the aforesaid insurance. Should any of the aforesaid insurance policies be cancelled or materially changed, the Subcontractor shall provide thirty (30) days prior

written notice to Princeton. The Subcontractor shall not change the levels of coverage or permit coverage to expire until all the Services have been completed and accepted.

(h) Certificate(s) evidencing the above insurance coverages, with statement thereon that Princeton and the U.S. Government 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.

T5. SUBCONTRACTOR EMPLOYEE STOP WORK AUTHORITY (MAR 2005)

In the event that a subcontractor employee becomes aware of a condition at the job site which creates an imminent danger to an individual, property and/or the environment, the subcontractor employee has the authority and responsibility to require that all work related to the dangerous condition be stopped immediately. Individuals who receive a notification to stop work must comply with that request immediately. Subcontractor employees who are capable of doing so should place the system/hardware in a safe shutdown status as part of the stop work. In those cases where the danger can be corrected immediately, work can resume when the situation is corrected and clearance to resume work is received from the Princeton Technical Representative. In those cases where the danger cannot be immediately corrected, The PPPL ES&H Division must be notified immediately (extension 3439). Work shall not resume until a report is completed and the ES&H Division authorizes resumption of the activity.

T6. ACCIDENT REPORTING (OCT 2001)

The Subcontractor shall immediately (i.e., within 15 minutes of discovery) report to Princeton's Technical Representative any and all accidents incident to work performed under this Subcontract at Princeton's facilities, and shall provide a written report of the incident in such detail as Princeton requires, if so directed. Subcontractor personnel, including lower tier subcontractor personnel, who become injured or ill while working at Princeton's facilities must report to Princeton's Occupational Medicine Office. The Subcontractor agrees to participate in, and cooperate with, any resulting DOE Accident Investigation Board.

T7. CONTAMINANT SPILLS (OCT 1997)

(a) The Subcontractor shall perform all work in accordance with and shall comply with all environmental laws, regulations, rules, orders, ordinances and requirements of any and all governmental authorities as well as the requirements of any insurance company which is then insuring the

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Subcontractor and/or performance of the Subcontractor's work.

(b) Subcontractor shall be responsible for securing all environmental licenses, permits and approvals required for the performance of the Subcontractor's work and shall further be responsible for providing all notices required for performance of the work and for posting any bond or security which may be required for performance of Subcontractor's work.

(c) The Subcontractor is responsible for the prompt notification to the PPPL Emergency Services Unit (ESU) at (609) 243-3333 in the event of the discharge to the environment of any contaminant, including, but not limited to, petroleum hydrocarbons, e.g., fuels, motor oils and lubricating oils, which occurs as a result of any action taken by the Subcontractor's officers, employees, agents or lower tier subcontractors.

(d) A written follow-up report shall be submitted to the PPPL Technical Representative not later than 24 hours after the initial notification. The written report shall be in narrative form and, at a minimum, include the following:

(1) Description of the item spilled (including identity, quantity, manifest number (if applicable), etc.);

(2) Whether the amount spilled is required to be reported to the EPA or other federal, state or local agency, and if so whether it was reported;

(3) Exact time and location of the spill including a description of the area involved;

(4) Containment procedure initiated;

(5) Summary of any communications Subcontractor has with the press, federal, state or local officials;

(6) Description of clean up procedures employed, or to be employed, at the site including the location of the spill residue.

(e) In the event of such a discharge, the Subcontractor will be responsible for notification as required in (c) above and for complete and thorough remediation of the discharge in accordance with requirements of any and all governmental authorities.

(f) The Subcontractor is solely responsible for any and all spills or discharges of contaminants into the environment during the performance of this subcontract, which occur as a result of, or are contributed to, by the actions of its agents, employees, or lower tier subcontractors. The Subcontractor agrees to clean up such spills or leaks to the satisfaction of PPPL and in a manner that complies with the applicable federal, state and local laws and regulations. The clean up shall be at no cost to PPPL.

(g) In all cases in which a spill or discharge of contaminants into the environment is required to be reported to PPPL pursuant to subparagraph (c) of this clause, the PPPL reserves the option and right to take over and complete the clean up of the spill or discharge without the assistance of the Subcontractor. This right may be exercised at the sole discretion of the PPPL.

All reasonable costs incurred by the PPPL in the clean up of such spills or discharges will be offset against amounts owed or payable to the Subcontractor on this and other Subcontracts with the PPPL. If such amounts are not sufficient to cover all reasonable costs of the spill clean up the Subcontractor will be billed for the remainder.

Employment Eligibility Verification (Jul 2012)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Princeton” means Princeton University, in its capacity as a prime Contractor to the United States Department of Energy and operator of the Princeton Plasma Physics Laboratory.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor (such as Princeton) or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If Princeton’s subcontractor (hereinafter referred to as “Subcontractor”) is not enrolled as a Federal Contractor in E-Verify at time of subcontract award, the Subcontractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the subcontract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the subcontract.* For each employee assigned to the subcontract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the subcontract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Subcontractor is enrolled as a Federal Contractor in E-Verify at time of subcontract award, the Subcontractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the subcontract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the subcontract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the subcontract, the Subcontractor shall initiate verification within 90 calendar days after date of subcontract award or within 30 days after assignment to the subcontract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Subcontractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Subcontractor may choose to verify only employees assigned to the subcontract, whether existing employees or new hires. The Subcontractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the subcontract.

(4) *Option to verify employment eligibility of all employees.* The Subcontractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the subcontract. The Subcontractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Subcontractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Subcontractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Subcontractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Subcontractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Subcontractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Subcontractor, then the Subcontractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Subcontractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Subcontractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Lower-Tier Subcontracts.* The Subcontractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each lower-tier subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

