

REQUEST FOR PROPOSALS (RFP) 11-027F

For

ARCHITECTURAL & ENGINEERING SERVICES

CONCEPTUAL DESIGN OF PLASMA SCIENCE & TECHNOLOGY

(PS&T) BUILDING

PART III

PROPOSAL PART I

TO: Princeton University Plasma Physics Laboratory (PPPL)
Lyman Spitzer Building (LSB) Room 140, 1st Floor East Wing Addition
C-Site James Forrestal Campus
Route US 1 North
PO Box CN-17
Princeton, New Jersey 08543

ATTENTION: RFP NO. 11-027F Coordinator
Larry L. Sutton, Subcontract Administrator

REFERENCE: RFP 11-027F FOR A/E Services – Conceptual Design of Plasma Science
& Technology (PS&T) Building

The Due Time/Date for this Proposal is 2:00 P.M. Princeton, NJ local time, WEDNESDAY 8 AUGUST 2011

Firm Name

Included with this Proposal are the following:

ATTACHED TO PROPOSAL

REQUIREMENT

A narrative description of the specialized experience and technical competence of your firm and any lower-tier Subcontractors you propose. (Statement of Work (SOW 9.1.1)

A narrative description of the specific experience and qualification of personnel proposed to be key to the proposed design effort (SOW Section 9.1.2) Limit response to 7 pages, excluding resume pages)

- ✓ Would they be involved with the project through construction administration
- ✓ Which office will they work from
- ✓ How many of the key personnel are professional engineers, LEED accredited, or have CEM designation
- ✓ What other major project commitments would they have during the design and engineering of the Project?
- ✓ Include a resume for each

ATTACHED TO
PROPOSAL

REQUIREMENT

- _____ Professional capacity of the firm in the immediate geographic area of the project (SOW Section 9.1.3). Limit response to five pages.
- _____ Past record of performance on contracts with The U.S. Department of Energy, Federal and State Governments (SOW Section 9.1.4). Limit response to five pages – include name of customer’s Project Manager, phone number and e-mail address for three design jobs, similar to PPPL’s requirement that offeror has recently completed. Include a short description of the work and its price.
- _____ Address demonstrated success in the use of recycled materials and achieving waste reduction and energy efficiency in facility design (SOW Section 9.1.5). Limit response to three pages.
- _____ Provide a narrative description of your firm’s proposed approach to the design services, including a milestone schedule and all significant clarifications and assumptions
- _____ Provide a proposed man-power loaded schedule for performance of SOW requirements. Assume Subcontract awarded by 30 September 2011.
- _____ Provide a clear statement of the acceptance of the Statement of Work requirements and the proposed (sample) Subcontract. If exceptions are taken, clearly identify the specific Statement of Work and/or Proposed Subcontract paragraph, and the proposed revision.
- _____ Provide a completed and signed PPPL REPRESENTATIONS AND CERTIFICATIONS Booklet (RFP PART III). A fully executed copy of this Booklet required only with the Original copy of the Proposal.

We acknowledge receipt of the following RFP Amendments:

Amendment Number

Date of Amendment

The undersigned agrees that this Proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time/date for receipt of RFP 11-027F Proposals.

SUBMITTED BY: _____
(Name of Firm)

(Signature)

(Title)

(Business Address)

(Date)

Affix Corporate Seal

Attachments: As stated above

PROPOSAL PART II

TO: Princeton University Plasma Physics Laboratory (PPPL)
Lyman Spitzer Building (LSB) Room 140, 1st Floor East Wing Addition
C-Site James Forrestal Campus
Route US 1 North
PO Box CN-17
Princeton, New Jersey 08543

ATTENTION: RFP NO. 11-027F Coordinator
Larry L. Sutton, Subcontract Administrator

REFERENCE: RFP 11-027F FOR A/E Services – Conceptual Design of Plasma Science & Technology (PS&T) Building

The Due Time/Date for this Proposal is 2:00 P.M. Princeton, NJ local time, WEDNESDAY 8 AUGUST 2011

Firm Name

For the performance of the work requirements of RFP 11-027F we propose the Fixed-Price of _____ dollars (\$_____), with the work to begin _____ 2011 (assuming Subcontract award by 30 September 2011); delivery of Conceptual Design by _____ 2012; and assistance with PPPL Critical Decision #1 (CD-1) presentation of Conceptual Design to US Department of Energy representatives about September 2012.

Following are hourly billing rates that will apply to key personnel throughout the Subcontract performance period and would be applied to any new work scope that might be added to the Subcontract by an amendment.

Representative	\$ per hour
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned agrees that this Proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time/date for receipt of RFP 11-027F Proposals.

SUBMITTED BY: _____
(Name of Firm)

(Signature)

(Title)

(Business Address)

(Date)

Affix Corporate Seal



REQUEST FOR PROPOSALS (RFP) NO. 11-027F

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

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

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

1.

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

2. TYPE OF BUSINESS ORGANIZATION

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

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

3. SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) (ALTERNATE I) (APR 2002)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541310 Architectural Services**.

(2) The small business size standard is **average annual revenue for past three years does not exceed \$4.5 million**.

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

(b) Representations.

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

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

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

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



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

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

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

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

Alternate I (APR 2002).

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

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision-

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

(1) Means a small business concern-

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

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

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

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

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

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



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

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

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

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

(d) Notice.

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

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

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

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

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

5. GOVERNMENT OWNED FACILITIES

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

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

6. BUY AMERICAN CERTIFICATE (JUNE 2003)

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

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



(b) Foreign End Products:

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

[Attach a continuation sheet if necessary]

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

7. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

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

(a) The offeror certifies that--

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

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

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

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

8. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (Applicable for agreements exceeding \$100,000)

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

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.



(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this subcontract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this subcontract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in



addition to other remedies available to Princeton, Princeton may terminate the contract resulting from this solicitation for default.

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

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

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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



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

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

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

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

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

The offeror represents that--

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

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

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



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

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

(a) Definitions. As used in this clause-

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

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

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

Certification

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

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

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

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

16. ORGANIZATIONAL CONFLICTS OF INTEREST-DISCLOSURE (JUN 1997)

*****This certification is derived from DEAR 952.209-8*****

(a) Organizational conflict of interest (OCI) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

- (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, or organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, ser-



vices were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(e) The offeror(s) may access FAR 9.505 at http://www.arnet.gov/far/current/html/Subpart%209_5.html for examples of, and scope of OCI contemplated under the contract to be awarded as a result of this solicitation.

17. RIGHTS TO PROPOSAL DATA TECHNICAL (JUN 1987)

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

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

18. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

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

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

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offer or check appropriate block]:

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a subcontract be awarded to the offeror.

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



19. ROYALTY PAYMENTS AND INFORMATION (APR 1984)

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

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

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

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

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

(1) Name and address of licensor: _____

(2) Date of license agreement: _____

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

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

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

(6) Unit price of contract item: _____

(7) Number of units: _____

(8) Total dollar amount of royalties: _____

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

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

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

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



21. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (Applicable to competitive subcontracts expected to exceed \$100,000, including all options)

*****This certification is derived from FAR 52.223-13*****

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the subcontract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) 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);
- (iii) 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);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) 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
- (v) The facility is not located within any State of the United States or its outlying areas.

SIGNATURE

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

NAME OF OFFEROR: _____

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

NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____