RFP/PURCHASE ORDER/SUBCONTRACT NO.___RFP 20-073_____

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:

Item No.	***Title***	***N/A***
17	***Rights to Proposal Data***	**[ ]**
18.	***Representation of Limited Rights Data and Restricted Computer Software***	**[ ]**
19.	***Royalty Payments and Information***	**[ ]**
20.	***Notice of Right to Request Patent Waiver***	**[ ]**

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 sole proprietorship, **[ ]** 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): _____

Offeror is **[ ]** not owned or controlled by a common parent (a corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member). OR:

Name of Common Parent: _____ TIN No. of Common Parent: _____

3. SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _511210_ .

(2) The small business size standard is __$41.5 mil_____ [to be inserted by PPPL].

(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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It [_] is, [_] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: __ _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

(i) It [_] is, [_] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [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.

(8) [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 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)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the name of each of the HUBZone small business concerns participating in the HUBZone joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"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, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small business concern eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31 or 36 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 []	No []
(b)	Is there any planned or potential use of a radiation-producing device (e.g., accelerator, reactor, x-ray machine, fusion device)?	Yes []	No []
	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 (FEB 2009)

**********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 and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy AmericanAct—Supplies."

(b)

(b) Foreign End Products:

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

[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. REPORTING EXECUTIVE COMPENSATION (August 2012) (Applicable for Agreements exceeding $25,000)

**********This certification is derived from FAR 52.204-10**********

To receive any subcontract award for supplies or services (including construction) valued at $25,000 or more, offeror must provide the names and total compensation of each of the five most highly compensated executives for the offeror's preceding completed fiscal year, if --

(i) in the offeror's preceding fiscal year, the offeror received—

(A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(iii) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and noncash dollar value earned by the executive during the offeror's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

[CHECK ONE]

☐ Offeror did not receive 80% or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements.

☐ Offeror did not receive $25,000,000 or more in annual gross revenues from Federal contact (and subcontracts), loans, grants (and subgrants) and cooperative agreements.

☐ The public does have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

☐ Information required is as follows:

1.	Name	_____	Total Compensation	_____
2.	Name	_____	Total Compensation	_____
3.	Name	_____	Total Compensation	_____
4.	Name	_____	Total Compensation	_____
5.	Name	_____	Total Compensation	_____

9. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (Applicable for agreements exceeding $150,000)

**********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.

10. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) (Applicable for agreements exceeding $30,000)

**********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 a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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.

(D**) Have [_], have not [_],** within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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) "Principal," for the purposes of this certification, means an officer; director; owner; partner; and, a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a 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 nonresponsible.

(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.

11. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

**********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 $700,000 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

12. 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.

13. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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

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

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

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

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

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

Goals for minority participation for each trade:	**Goals for female participation for each trade:**
5.8%	**6.9%**

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

(c) The Subcontractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Subcontractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from subcontractor to subcontractor, or from project to project, for the sole purpose of meeting the Subcontractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 604. Compliance with the goals will be measured against the total work hours performed.
(d) The Subcontractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the subcontract resulting from this solicitation. The notification shall list the-

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

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

15. BIOBASED PRODUCT CERTIFICATION (MAY 2012)

**********This certification is derived from FAR 52.223-1**********

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the subcontract, other than biobased products that are not purchased by the offeror as a direct result of this subcontract, will comply with the applicable specifications or other contractual requirements.

16. RECOVERED MATERIAL CERTIFICATION (MAY 2008)

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

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

17. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (MAY 2008) WITH ALTERNATE I (applicable to agreements for non-COTS items over $150,000)

**********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 items 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 content for EPA-designated item(s) delivered and/or used in subcontract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to Princeton's Subcontract Administrator.

18. 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, 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, services 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 Subcontract to be awarded as a result of this solicitation.

19. 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.

20. 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 reminder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror 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."

21. 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.

22. 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.

23. EXPORT CONTROL REPRESENTATION (applicable to all agreements where items of personal property will be supplied to PPPL)

The Offeror represents that property has an Export Control Classification Number (ECCN) identified as:

☐ "EAR99" for all property, and/or

☐ Has a classification number other than "EAR99". The ECCN(s) for each item to be acquired is/are:

Item #	Item Name	ECCN

24. EVERIFY COMPLIANCE FLOW-DOWN REQUIREMENTS CERTIFICATION (DERIVED FROM FAR 52.222-54) (This clause is applicable to all Agreements for commercial or non-commercial services, including construction, with a value in excess of $3,000)

a. The offeror hereby certifies that it will ( ) or will not ( ) further subcontract commercial or non-commercial services or construction with a value in excess of $3,000 for work to be performed in the United States.

b. If the answer to paragraph (a) is affirmative, the offeror hereby certifies that it will flow down the provisions of Federal Acquisition Regulation (FAR) clause 52.222-54, "Employment Eligibility Verification" to all such lower-tier subcontractors, and require its direct subcontractors to flow the clause down to their qualifying subcontractors at any tier.

c. To ensure the compliance of its lower-tier subcontractors, the offeror agrees that within 10 calendar days of award of each eligible lower-tier subcontract for services or construction, it will provide PPPL with proof of enrollment in the E-Verify system for each subcontractor by submitting copies of the subcontractor's "Edit Company Profile" page in E-Verify.

If the offeror provides a negative response in paragraph (a) above, the offeror agrees that if it subsequently determines to subcontract for services or construction in excess of $3,000 in the performance of this work, it will immediately inform the PPPL Subcontract Administrator, and will submit the necessary proofs of its lower-tier subcontractor's E-Verify compliance.

(See Next Page for Signature Block)

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: _____