

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 33-09-234 PAGE 1 OF 23  
Doc: 7/2/2009

2. CONTRACT NO. NRC-33-09-414  
3. AWARD EFFECTIVE DATE **SEP 17 2009**  
4. ORDER NO.  
5. SOLICITATION NUMBER RFP-33-09-414  
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  
8. NAME  
9. TELEPHONE NO. (In Colored Copy)  
10. OFFER DUE DATE/LOCAL TIME

11. ISSUED BY: U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Aaron Alvarado  
Mail Stop: TWB-01-B10M  
Washington, DC 20555  
12. THIS ACQUISITION IS:  
 UNRESTRICTED OR  
 SET ASIDE FOR:  
 SMALL BUSINESS  
 EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE DISABLED VETERAN OWNED SMALL BUSINESS  
NAICS: 541330  
SIZE STANDARD: S7 SM

13. DELIVERY FOR DESTINATION UNLESS CLOCKS MARKED  
 OFF SITE/TALE  
14. DISCOUNT TERMS: 15/10, NET 30  
15. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 705)  
16. RATING: N/A  
17. METHOD OF SOLICITATION:  
 RFO  
 RFP  
 IFB

18. DELIVER TO: U.S. Nuclear Regulatory Commission  
Attn: George Lopez  
Washington DC 20555  
19. ADMINISTERED BY: U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

20. CONTRACTOR/OFFEROR: CODE: DMS: 133553631 FACILITY CODE  
GOVERNMENT SYSTEMS, INC.  
1400 HAZARDI, RD SFF #00  
ALEXANDRIA VA 22312-2640  
TELEPHONE NO.  
21. PAYMENT WILL BE MADE BY: CODE: R100  
Department of Interior / NSC  
NRCpayments@nrc.gov  
Attn: Fiscal Services Branch - 32770  
1301 W. Mansfield Avenue  
Denver CO 80235-2230

22. CHECK IF RESISTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
23. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 20 UNLESS BLOCK BELOW IS CHECKED  
 SEE APPENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	In accordance with terms and conditions of this contract and the Statement of Work, Government Systems, Inc. shall provide the U.S. Nuclear Regulatory Commission with "Telecommunications Engineering Analysis." This is a firm-fixed price contract with a one year period of performance.  Period of Performance: 9/01/2009 through 8/31/2010  NRC Project Officer: George Lopez (703) 415-7225 Email: george.lopez@nrc.gov  CSI POC: Michael Berch (703) 928-1430 Email: mberch@csi-systems.com  Attachments: - Billing instructions for Fixed Price Contracts  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page  
26. TOTAL AWARD AMOUNT (For Con. Use Only)  
CAF: 916-15-171-345-NC101149-300:325: APPN: 01X0130.310  
FPA: 10978812- ORIC DATE: \$164,860.00  
\$164,860.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED  
27b. CONTRACTOR PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
29. AWARD OF CONTRACT REF OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFERING CONTRACTOR: *George Lopez*  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): George Lopez  
30c. DATE SIGNED: 9/16/09  
31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: *Valerie Williams*  
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Valerie Williams  
Contracting Officer  
31c. DATE SIGNED: 9/17/09

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE  
STANDARD FORM 1449 (REV. 3/2005)  
Prescribed by GSA, FAR (48 CFR) 53.212

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

SEP 18 2009

**ADM002**

## Table of Contents

<b>SECTION A</b> .....	<b>A-1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS .....	A-1
<b>SECTION B - CONTINUATION BLOCK</b> .....	<b>B-1</b>
B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988).....	B-1
B.2 PERIOD OF PERFORMANCE.....	B-1
B.3 PRICE/COST SCHEDULE .....	B-1
B.4 STATEMENT OF WORK.....	B-1
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>C-1</b>
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009) .....	C-1
C.2 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990) .....	C-5
C.3 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990).....	C-6
C.4 52.219-17 SECTION 8(a) AWARD (DEC 1996) .....	C-6
C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	C-7
C.6 2052.215-70 KEY PERSONNEL (JAN 1993).....	C-7
C.7 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004).....	C-8
C.8 PLACE OF DELIVERY--REPORTS (JUN 1988).....	C-9
C.9 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001) .....	C-9
C.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006).....	C-9
C.11 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS.....	C-10
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>D-1</b>
D.1 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008) .....	C-10

**SECTION B - CONTINUATION BLOCK****B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

The firm fixed price of this contract is **\$164,860.00**.

**B.2 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from **September 21, 2009** through **September 20, 2010**.

**B.3 PRICE/COST SCHEDULE**

CLIN	Labor Category	Fixed Labor Rate	Hours	Total Cost
001	Senior Project Manager	\$		\$ 12,600.00
002	Senior Program Manager	\$		\$ 78,200.00
003	Senior Systems Engineer	\$		\$ 39,000.00
004	Systems Engineer	\$		\$ 21,600.00
005	Senior Program Support Manager	\$		\$ 8,960.00
006	Other Direct Costs			4,500.00
<b>Total Firm Fixed Price</b>				<b>\$ 164,860.00</b>

**B.4 STATEMENT OF WORK**

**Telecommunications Engineering Analysis  
Statement of Work**

**1.0 INTRODUCTION****1.1 MISSION**

The mission of the U.S. Nuclear Regulatory Commission (NRC) is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. The NRC's scope of responsibility includes regulation of commercial nuclear power plants; research, test, and training reactors; nuclear fuel cycle facilities (also called fuel cycle facilities); medical, academic, and industrial uses of radioactive materials; and the transport, storage, and disposal of radioactive materials and wastes. The NRC's regulations are designed to protect the public and occupational workers from radiation hazards in those industries using radioactive materials.

**1.2 SCOPE**

As the NRC implements new information technology (IT) systems and expands to new facilities it is imperative that the telecommunications cable infrastructure be able to support these new requirements. The scope of this project is to develop baseline criteria for the design and engineering, installation and maintenance of NRC telecommunications cable systems for existing and new buildings.

These criteria will be subject to revisions and updates resulting from new NRC requirements and technological advances within the telecommunications industry. Telecommunications has a financial impact on all construction and renovation activities within NRC facilities. It is expensive and time-consuming to continually change cabling systems to support different network configurations, computer systems, and the relocation of employees. Therefore, it is important that the design and construction of new or renovated facilities effectively avoid obsolescence and be flexible enough to accommodate changes in the NRC business processes.

As national and international standards organizations develop standards for the various elements of telecommunications cabling systems, the NRC must implement these standards, ensure a flexible, uniform Telecommunications Cable System (TCS) environment that will:

- Provide telecommunications architecture based on recognized standards to support efficient, long range, cost effective operations.
- Reduce the amount of time required to install new network services or to reconfigure existing voice, data, and video networks.
- Provide the flexibility to operate multiple high bandwidth technologies on a single structured cabling system.
- Eliminate the cost of installing non-standard, proprietary, vendor-specific cabling by providing a standards-based cabling system that will support a wide variety of equipment and technologies.
- Improve network manageability and facilitate automated cabling system management using uniform and industry standard identification and numbering schemes.
- Allow for the growth of anticipated high speed, high bandwidth Local Area Networks (LANs), Metropolitan Area Networks (MANs) and Wide Area Networks (WANs) that may be required by future specialized applications.

**1.4 WORK LOCATIONS**

This project must address the telecommunications infrastructure at the following NRC headquarters locations:

One White Flint North (OWFN)  
11555 Rockville Pike  
Rockville, MD 20852

Church St Building  
21 Church St.  
Rockville, MD 20852

Two White Flint North (TWFN)  
11545 Rockville Pike  
Rockville, MD 20852

Twinbrook Building  
12300 Twinbrook Parkway  
Rockville, MD 20852

Executive Blvd Building  
6003 Executive Blvd  
Rockville, MD 20852

Three White Flint North  
(TBD)

Gateway Building  
7201 Wisconsin Ave  
Bethesda, MD 20814

**2.0 TASKS**

2.1 Develop a Telecommunications Cable System Design Manual (TCSDM) for the NRC TCS at the locations listed in paragraph 1.4 that will provide system design and installation criteria to those parties tasked with modifying existing TCS or implementing new building TCS project for the NRC. This will include but is not limited to telecommunications facility design, distribution pathways, copper, and fiber optic (FO) entrance cable, termination equipment, copper, and fiber backbone cable, copper and fiber horizontal distribution cable, workstation outlets, racks, cable management, patch panels, cable tray, cable ladder, conduits, grounding and labeling.

The TCSDM must provide system design and installation criteria information for all new NRC facilities and

major renovations. This manual will also be used for cable retrofitting or telecommunications re-cabling projects unless there is a strong business case for not doing so. Specifically this manual pertains to cabling in:

- Newly constructed buildings
- Buildings undergoing major renovations
- New long-term leased occupancy spaces
- New multi-building sites that use Government or commercial owned fiber optic or copper cables inclusive of multi-tenant locations?

2.2 The TCSDM must include typical system drawings to support the detailed design criteria which is to include but is not limited to the following:

- Facility floor plans
- TCS distribution pathway routing and construction details
- Voice, data and video telecommunications system flow diagrams
- Facility/System/Equipment installation elevations
- Facility/System/Equipment connectivity drawings
- Special Applications Drawings

All drawings shall be provided separately as a complete drawing package in the approved format to become a part of the NRC TCS as-built record.

2.3 Based on available information develop a white paper to provide comprehensive analysis and recommendations for the design and implementation of new TCS systems that will support voice/data and video communications at the planned Three White Flint building and as a retrofit to the existing One and Two White Flint Buildings. This white paper must address the following:

- Wired vs. wireless TCS
- Hybrid wired/wireless TCS
- New TCS technologies
- New technology comparisons
- Installation and management Issues
- TCS pathway routing and construction details
- Estimated implementation costs **based on current information**

The white paper must be sufficiently detailed to allow the NRC to evaluate the design options, implementation and management issues, and relative costs for each facility.

### 3.0 DELIVERABLES

3.1 Within fifteen calendar days after issue of a notice to proceed and before proceeding with the work, a conference shall be held at the office of the NRC Project Officer (PO), at which time the contractor's representative(s) who will be in active charge of the work shall be present in order that all requirements may be thoroughly reviewed.

3.2 **Biweekly Report** -First report due 30 calendar days from start of work and every 15calendar days until submittal of final documentation and as-built drawings.

3.3 **Draft TCSDM** -Draft assessment and recommendations, due 60 calendar days from start of work.

3.4 **White Paper** -Final assessment, recommendations, upgrade program outline, and cost estimate 120 calendar days from start of work.

### 3.5 TCSDM Drawings -Due 120 calendar days from start of work.

All documentation shall be submitted in draft form for comment to the NRC project officer.

The contractor shall incorporate into the final deliverable documentation any NRC comments received on the draft documentation within 3 business days of receipt of comments from the NRC project officer.

The NRC project officer will review all draft documents submitted as part of contract deliverables for conformity to the standards referenced in the Statement of Work. Any changes required after the first revision cycle shall be completed at no additional cost to the Government. The first revision cycle for a deliverable shall be acceptable to the Government when the contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC project officer on his review of the initial draft.

#### **The following provisions also apply to all deliverables:**

**Reporting Requirements:** In addition to meeting the delivery schedule in the timely submission of any draft and final reports, summaries, data, and documents that are created in the performance of this contract, the contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modify, formatting, and supplementing any of the information contained therein at no additional cost to the NRC. Performance under the contract will not be deemed accepted or completed until the NRC's directions are complied with. The reports, summaries, data and related documents will be considered draft until approved by the NRC. The contractor agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data and related documents created under this contract remains solely within the discretion of the NRC.

**Publication of Results:** Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the contract, the contractor shall submit for review and approval by the NRC the proposed articles, reports, summaries, data and related documents that the contractor intends to release, disseminate or publish to other persons, the public or any other entities. The contractor shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the NRC for release, display, dissemination or publication.

The contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC on any articles, reports, summaries, data and related documents that the contractor intends to release, display, disseminate or publish to other persons, the public or any other entities. The contractor agrees and grants a royalty free, nonexclusive, irrevocable world-wide license to the government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data and related documents developed under the contract, for any governmental purpose and to have or authorize others to do so.

**Identification/ Marking of Sensitive and Safeguards Information:** The decision, determination or direction by the NRC that information constitutes sensitive or safeguards information remains exclusively a matter within the authority of the NRC to make. In performing the contract, the contractor shall clearly mark sensitive unclassified non-safeguards information, sensitive, and safeguards information to include for example Official Use Only and Safeguards Information on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet forms (e.g., NRC Form 461 Safeguards Information and NRC Form 190B Official Use Only) in maintaining these records and documents. The contractor will ensure that sensitive and safeguards information is handled appropriately, maintained and protected from unauthorized disclosure. The contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the

provisions of Section 147 of the Atomic Energy Act of 1954, as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.6.

Remedies: In addition to any civil, criminal and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions and or NRC directions may result in suspension, withholding or offsetting of any payments invoiced or claimed by the contractor. If the contractor intends to enter into any subcontracts or other agreements to perform this contract, the contractor shall include all the above provisions in any subcontract or agreements.

Additional written reports may be required and negotiated.

#### **4.0 PROJECT MANAGEMENT**

4.1 The Contractor shall designate a liaison to facilitate Government-Contractor interface and mutual understanding of the requirement.

The Contractor shall provide personnel resources, management systems, and facilities to successfully plan, organize, staff, direct, and control the work effort for the implementation of this contract. The Contractor shall provide program and project level data in accordance with the statement of work management reporting. The Contractor shall report biweekly progress and financial performance for all activities under the contract.

##### **4.2 Staff Orientation**

4.2.1 The Contractor shall educate their staff to the mission and organization of the NRC, the purpose and scope of the contract, and the Contractor's organization to accomplish the tasks in the contract. This orientation shall also ensure that Contractor staff is aware of acceptable behavior and performance standards while on Government premises and in the conduct of business under this contract. Quality customer service, sensitivity training, or similar staff orientation plans shall be updated as the Contractor "learns" the NRC environment and shall be given to all new Contractor staff members throughout the life of the contract.

##### **4.3 Performance and Conduct**

4.3.1 The Contractor shall perform all work under this statement of work in a skillful and professional manner in accordance with the standards and practices documented and/or accepted by industry or otherwise specified herein. The Government reserves the right to require the Contractor to remove from the project any employee the Contracting Officer (CO) deems careless, is identified by competent authority as not conforming to required safety standards, or who is officially cited for performing or acting in an objectionable manner, thus effecting the work or safety of others. Such notice will be presented in writing.

The Government has a zero tolerance for substance abuse, inclusive of drugs and alcohol, and sexual harassment. Contractor employees shall therefore not exhibit any behavior that may be considered sexual harassment, e.g. sexual advances and/or harassing any building occupants or other offensive conduct. Therefore, prior to the takeover date of the contract, and on an annual basis thereafter, the Contractor shall provide training for all of its employees with respect to appropriate interpersonal relations. In addition, the Contractor shall ensure that any subsequent new employee also receives the above training within 30 days of employment and prior to reporting for duty at the NRC.

##### **4.4 Safety Standards**

4.4.1 Contractor personnel shall adhere to Public Law 91-596, 19.9, 1910.146 Occupational Safety and Health Administration (OSHA) standards, and Telecommunication Standard 29 CFR 1910.268, as well as local government fire and safety regulations for the site.

## 4.5 Mishap Reporting

4.5.1 The Contractor shall report to the NRC PO and CO all Contractor related mishaps that result in personal injury, Government property damage, and/or financial loss due to the work performed. The Contractor shall, in coordination with the NRC PO, secure the mishap scene and impound immediately the wreckage and all related documentation until released by the Government Investigating Safety Office. Such release will be accomplished through the NRC Safety Officer. The Contractor and related subcontractors shall support the Government, as required, in the mishap investigation by all Government organizations.

## 5.0 GOVERNMENT FURNISHED EQUIPMENT/ FACILITIES/ DATA

5.1 The Government shall provide all available system drawings, equipment manuals, and procurement information to assist the contractor in completing his analysis. The Contractor shall treat all Government provided or contractor-developed data related to this contract in their possession as Government sensitive information that is not to be released outside of the originating organization. All Government provided and contractor-developed data as part of this effort will be considered as property of the Government.

## 6.0 GENERAL INFORMATION

**6.1 Safety** -No personnel presenting potential threats to the health, safety, security, general well being, or operational mission of the installation and its population shall be employed by the Contractor during the performance of this work. The Government reserves the right to dismiss any on-site Contractor staff whom it feels presents such threats.

**6.2 Security** -All contracted personnel shall comply with established security procedures for entering an installation and its facilities, including special security procedures for entry to restricted or controlled areas. The Contractor shall obtain necessary badges or documents required for entry to restricted or controlled areas, if applicable, to meet the requirements of this work statement. The Contractor shall coordinate with the Government PO to obtain and return temporary badges and vehicle registrations.

**6.3 Drawings** -The Contractor shall develop drawings in AutoCAD 2006 or newer standard format. Where applicable, the Contractor produced drawings shall meet the standards and guidelines set forth in ANSI Y32.9-1972, IEEE-315-1975, and IEEE-315A-1994. Drawings

**6.4 Acceptable TCSDM Format** -The TCSDM document format must follow the layout of the following document to be provided under separate cover:

Department Of Defense Unified Facilities Criteria (UFC) Telecommunications Building Cabling Systems Planning and Design U FC-3-580-0 1 22 June 2007

Additional document design criteria may be incorporated from the following sample documents as legally permitted:

- 1 State of Georgia Telecommunications DeSign Manual Georgia state Financing and Investment Commission March 1, 2003
- 2 Other documents from the Whole Building Design Guide web-based portal <http://www.wbdg.org> providing government and industry practitioners with one-stop access to up-to-date information on a wide range of building-related guidance, criteria and technology from a 'whole building' perspective.

## 7.0 STANDARDS AND REFERENCES

Unless otherwise specified by the NRC organizational unit major or where deemed inadequate for safety reasons, or inappropriate because of the function of the facility, commercial standards must be employed in the planning, design and installation of inside/outside cable plant in support of NRC sponsored construction and

refurbishment projects. A partial listing of Commercial and Federal standards that address telecommunications design and installation practices are provided in Appendix A. The major claimant and Telecommunications Project Manager must jointly review this list to confirm the adequacy of the commercial standards to meet the telecommunications requirements of the particular facility.

The Contractor may uncover situations where referenced or non-referenced industry standards, specifications, and criteria have conflicting guidelines. In such situations, the Contractor shall be responsible for recommending to the NRC the applicable standards,

**APPENDIX A**  
**REFERENCES**

Adherence with the current editions of the following standards and references is required:

1. ANSI/TIA/EIA-568-B.1 Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements
2. ANSI/TIA/EIA-568-B.2 Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components
3. ANSI/TIA/EIA-568-B.2 -1 Addendum 1 -Transmission Performance Specifications for 4pair 100-ohm Category 6 Cabling
4. ANSI/TIA/EIA-568-B.2-4 Addendum 4 -Solderless Connection Reliability Requirements for Copper Connecting Hardware
5. ANSI/TIA/EIA-568-B.3 Commercial Building Telecommunications Cabling Standard, Part 3: Optical Fiber Cabling Components
6. ANSI/TIA/EIA-568-B.3-1 Addendum 1 -Additional Transmission Performance Specifications for 50/125 Optical Fiber Cables
7. ANSI/TIA/EIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces
8. ANSI/TIA/EIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
9. ANSI/TIA/EIA-526-14A Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant
10. ANSI/TIA/EIA-606-A Administrative Standard for the Telecommunications Infrastructure of Commercial Buildings
11. ANSI-J-STD-607-A-2002, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications, Telecommunications Industry Association (TIA)
12. NFPA 70, *National Electrical Code*, National Fire Protection Association, Inc.
13. NFPA 780, Standard for the Installation of Lightning Protection Systems, latest issue
14. BICSI: Telecommunications Distribution Methods Manual (TDMM), Current Edition
15. Federal Information Processing Standards

**SECTION C - CONTRACT CLAUSES****C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]

(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

□ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

□ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

□ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

□ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donataion to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **C.2 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

### **C.3 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)**

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-33-09-414 with the Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The GOVERNMENT SYSTEMS, INC. hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-33-09-414 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Nuclear Regulatory Commission.

(4) That it will notify the Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Nuclear Regulatory Commission.

### **C.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

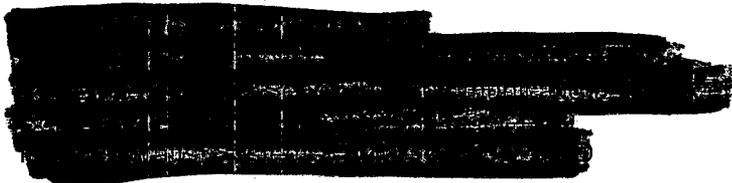
**C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**C.6 2052.215-70 KEY PERSONNEL (JAN 1993)**

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:



The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor

shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

### **C.7 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: George Lopez

Address: U.S. Nuclear Regulatory Commission  
11545 Rockville Pike  
M/S: T5-D14  
Rockville, MD 20852

Telephone Number: (301)415-7225

Email: [George.Lopez@nrc.gov](mailto:George.Lopez@nrc.gov)

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

**C.8 PLACE OF DELIVERY--REPORTS (JUN 1988)**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) George Lopez, Project Officer (2 copies)

U.S. Nuclear Regulatory Commission  
M/S: T5-D14  
11545 Rockville Pike  
Rockville, MD 20852  
Email: [george.lopez@nrc.gov](mailto:george.lopez@nrc.gov)

- (b) Aaron Alvarado, Contract Specialist (1 copy)

U.S. Nuclear Regulatory Commission  
M/S: TWB-01-B10M  
12300 Twinbrook Parkway  
Rockville, MD, 20852  
Email: [aaron.alvarado@nrc.gov](mailto:aaron.alvarado@nrc.gov)

**Electronic submittal is preferred.**

**C.9 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)**

- (a) The NRC will provide the contractor with the following items for use under this contract:

1. System Drawings
2. Equipment Manuals

- (b) The above listed equipment/property is hereby transferred from contract/agreement .

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

- (d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

**C.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

### **C.11 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Number of Copies:** A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

**Designated Agency Billing Office:** The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: [Property@nrc.gov](mailto:Property@nrc.gov)

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission  
NRC Property Management Officer  
Mail Stop: O-4D15  
Washington, DC 20555-0001

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED**

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

**Preparation and Itemization of the Voucher/Invoice:** The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

**Currency:** Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession:** These instructions supersede any previous billing instructions.