

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORL UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF PAGES 1 29
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2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-09-713	3. EFFECTIVE DATE See Block 20c.	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 38-09-713
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (if other than item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Chattanooga, City of Attn: Freeman Cooper 100 E 11 th Street Chattanooga, TN 37402-4223	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555	CODE 043112341 FACILITY CODE	12. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCpayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(e)()	14. ACCOUNTING AND APPROPRIATION DATA 9-B415-122114 RB431 252A 31x0200 DUNS: Obligate \$80,900.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The City of Chattanooga shall provide the U.S. Nuclear Regulatory Commission with the services contained in the statement of work and in accordance with the terms and conditions of this contract.				

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICES/CDSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE.

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 0 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number NRC-38-09-713 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Jeffrey R. Mitchell Contracting Officer	20A. NAME OF CONTRACTING OFFICER Jeffrey R. Mitchell Contracting Officer
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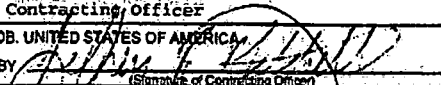
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED 4/2/08
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

BASE YEAR

CLIN	DESCRIPTION	COST	EST. QTY.	EST. TOTAL COST
001	Task One: Explosives, Blast Effects and Breaching Field Course (3 days)	\$19,850.00	3	\$59,550.00
002	Task Two: Weapons and Tactic Fundamentals Field course (5 days)	\$20,600.00	3	\$61,800.00
			Total	\$121,350.00

OPTION YEAR 1

CLIN	DESCRIPTION	COST	EST. QTY.	EST. TOTAL COST
003	Task One: Explosives, Blast Effects and Breaching Field Course (3 days)	\$20,445.50	3	\$61,336.50
004	Task Two: Weapons and Tactic Fundamentals Field course (5 days)	\$21,218.00	3	\$63,654.00
			Total	\$124,990.50

OPTION YEAR 2

CLIN	DESCRIPTION	COST	EST. QTY.	EST. TOTAL COST
005	Task One: Explosives, Blast Effects and Breaching Field Course (3 days)	\$21,059.00	2	\$42,118.00
006	Task Two: Weapons and Tactic Fundamentals Field course (5 days)	\$21,854.50	2	\$43,709.00
			Total	\$85,827.00

OPTION YEAR 3

CLIN	DESCRIPTION	COST	EST. QTY.	EST. TOTAL COST
007	Task One: Explosives, Blast Effects and Breaching Field Course (3 days)	\$21,691.00	2	\$43,382.00
008	Task Two: Weapons and Tactic Fundamentals Field course (5 days)	\$22,510.00	2	\$45,020.00
			Total	\$88,402.00

OPTION YEAR 4

CLIN	DESCRIPTION	COST	EST. QTY.	EST. TOTAL COST
009	Task One: Explosives, Blast Effects and Breaching Field Course (3 days)	\$22,342.00	2	\$44,684.00
010	Task Two: Weapons and Tactic Fundamentals Field course (5 days)	\$23,185.50	2	\$46,371.00
			Total	\$91,055.00

		EST. GRAND TOTAL		\$511,624.50
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B.2 PROJECT TITLE

The title of this project is as follows:

EXPLOSIVES AND WEAPONS FIELD COURSES

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

To meet the new inspection challenges, NRC inspectors must be thoroughly familiar with the various types of explosives, breaching protocols, weapons and tactics utilized by adversaries to defeat NRC licensee security programs.

Definitions:

U.S. Nuclear Regulatory Commission (NRC), hereinafter known as the "Government"
Chattanooga Police Department (CPD), hereinafter know as "Vendor" or "Contractor"

B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$121,350.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the City of Chattanooga during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$80,900.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the City of Chattanooga hereunder shall equal the obligated amount, the City of Chattanooga shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the City of Chattanooga in excess of the obligated amount specified above is done so at City of Chattanooga's sole risk.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**STATEMENT OF WORK (SOW)****PROJECT TITLE: "EXPLOSIVES AND WEAPONS FIELD COURSES"****A. BACKGROUND**

After the September 11, 2001, terrorists attacks in New York, NY, and Washington, DC, it was decided that enhancements needed to be made to physical security at the U.S. Nuclear Regulatory Commission (NRC) licensee facilities. With these enhancements to physical security, NRC inspectors need to acquire specific knowledge to fulfill their regulatory responsibilities in assuring the licensees meet these requirements.

To meet the new inspection challenges, NRC inspectors must be thoroughly familiar with the various types of explosives, breaching protocols, weapons and tactics utilized by adversaries to defeat NRC licensee security programs. In addition they must be able to assess the survivability of licensee security programs to meet their regulatory requirements.

B. OBJECTIVE

The objective of this contract is to assist the NRC in conducting these training courses for NRC personnel/contractors in support of their security inspection requirements at NRC-licensed facilities. The support shall be provided by qualified instructors/staff with expertise in explosives, breaching operations, weapons and tactics.

Upon completion of the courses, students will be familiar with and have a basic understanding of the curriculum provided in Attachment 1 & 2 of this Statement of work (SOW).

C. SCOPE OF WORK

The performance of this contract will be conducted within forty miles of the Technical Training Center (TTC) in Chattanooga, TN. This will allow the NRC staff to conduct training in safeguards information at the qualified TTC classrooms and still remain in close proximity to the firearms and explosives training facilities.

The contractor will be responsible for providing the facilities for the classroom training and necessary training materials to include explosives, barrier materials, weapons and support equipment needed for these courses. The NRC reserves the right to supplement the courses with personnel and equipment to better facilitate the conduct of the courses.

The performing organization shall:

C.1 TASK ONE: EXPLOSIVES, BLAST EFFECTS AND BREACHING FIELD COURSE**Requirement:**

Utilize existing instructional programs to support the NRC in providing instruction in explosives, blast effects and breaching protocols. Attachment 1 provides guidance on the potential subjects & time table for this course.

1. Provide a well equipped training facility capable of supporting the course for up to 35 students.
2. The course will be a minimum of eight hours per day with appropriate breaks dictated by the instructor(s) or from the natural breaks in the course presentation.
3. Assist NRC during the post-course critique "Hot Wash" for necessary revisions and improvements to instructional content/field activities.

Contractor Acquired Materials:

- (a) Explosives.
- (b) Explosives support materials.
- (c) Breaching materials/training support equipment.

NRC Furnished Materials:

- (a) Course manuals and student information sheets.
- (b) Course evaluation sheets.
- (c) NRC reserves the right (as needed) to supplement course instructors/presentations.

C.2 TASK TWO: WEAPONS AND TACTICS FUNDAMENTALS FIELD COURSE

Requirement:

Utilize existing instructional programs to support the NRC in providing instruction in weapons and tactical protocols. Attachment 2 provides guidance on the potential subjects for this course.

- 1. Provide a well-equipped training facility capable of supporting the course for up to 35 students.
- 2. The course will be a minimum of eight hours per day with appropriate breaks dictated by the instructor(s) or from the natural breaks in the course presentation.
- 3. Assist NRC during the post-course critique "Hot Wash" for necessary revisions and improvements to instructional content/field activities.

Contractor Acquired Materials:

- (a) Weapons of various calibers.
- (b) Target backers, safety/medical equipment and support training aids.

NRC Furnished Materials:

- (a) Course manuals and student information sheets.
- (b) Additional firearms not available through CPD.
- (c) Ammunition, targets, safety equipment and training aids.
- (d) Course evaluation sheets.
- (e) M.I.L.E.S. gear utilized in Force on force Exercises.
- (f) NRC reserves the right (as needed) to supplement course instructors/presentations.

D. DELIVERABLES/DUE DATES

	Deliverable	Due Date
1	Task One	Mutually agreeable date between the NRC and the City of Chattanooga *
2	Task Two	Mutually agreeable date between the NRC and the City of Chattanooga *

*These dates shall not interfere with CPD training or in-service schedules.

E. PLACE OF PERFORMANCE

The performance of this contract will be conducted at the City of Chattanooga site within a forty miles radius of the Technical Training Center (TTC) in Chattanooga, TN.

F. PERIOD OF PERFORMANCE

The period of performance will be from day of award through one year with four 1-year optional periods totaling five year duration.

G. PARTICIPATION

To the extent available, NRC will allow the participation/attendance of CPD officers in the training activities of the courses, with the understanding that spaces are available, there is no additional cost to the Government and the Government can articulate a benefit.

H. TECHNICAL REPORTING REQUIREMENTS

The contractor shall assist the NRC PM/Technical Advisor in reviewing the course presentations along with critique comments provided by students/instructors for improvements to the course.

I. DISTRIBUTION OF DELIVERABLES

The contractor shall coordinate the deliverables to the following individuals. The NRC PM will deliver copies as needed to other required NRC staff.

Frank L. Pavlechko, Project Manager
Osborne Office Center, Suite 200
5746 Marlin Road,
Chattanooga, TN 37411-5677
(423) 855-6506 or via e-mail at
Frank.Pavlechko@nrc.gov

Douglas Simpkins, Technical Advisor
Osborne Office Center, Suite 200
5746 Marlin Road,
Chattanooga, TN 37411-5677
(423) 855-6521 or via e-mail at
Douglas.Simpkins@nrc.gov

J. ATTACHMENTS

1. Example Curriculum & Course Agenda: Task One.
2. Example Curriculum & Course Agenda: Task Two.

K. WAIVER OF LIABILITY

Students attending the S-501 or S-502 training courses will be required to sign a waiver of liability for the City of Chattanooga in order to be permitted to participate in the field activities. Signing the waiver does not affect the rights of a federal employee under the Federal Employees Compensation Act (FECA).

ATTACHMENT 1

**Example Course Curriculum
Explosives, Blast Effects and Breaching Field Course**

This course provides lecture and hands-on training on explosives, blast effects and mechanical breaching methods expected to be utilized by adversarial groups against licensee facilities. It allows students to observe the effects of various quantities of explosives in a controlled setting. This instruction also introduces students to basic methods and tools used to accomplish mechanical breaching of licensee facilities and protective barriers. Class lectures are reinforced by a series of practical demonstrations of breaching techniques.

Type:

NRC/Contractor Field Course

Duration:

Not to exceed four (4) days

Curriculum:

- Introduce/familiarize with explosive terminology
- Review of explosive physics
- Review types of explosives
 - Conventional explosives
 - Thermobarricades
 - Liquid/binary explosives
 - Explosive trains (primary /secondary) for IEDs
 - Linear charges (various)
 - Line Shape charges
 - Explosively Formed Penetrator (EFP)
 - Basic IED, VBIED construction and employment and delivery methods
- Understand the relationship of static, dynamic and overpressures
- Predicting explosive effects
- Understand human hazards from explosive materials
- Review blast effects on various construction methods
- Review consequences of debris
- Review stand-off distances
- Recognize different methods of calculating barrier capabilities
 - NRC Provided
- Identification of Tools for Explosive/Mechanical Breaching

• **Selection of breaching methods for the following barriers:**

- **Piping (Various gages)**
- **Common industrial doors**
- **Fencing**
- **Concertina/razor ribbon**
- **Facility flooring**

Example Course Agenda
Explosives, Blast Effects and Breaching Field Course

Time	Monday	Tuesday	Wednesday	Time
7:30 AM				7:30 AM
7:45 AM				7:45 AM
8:00 AM	Module 1 Course Introduction	Module 8 VBIEDs	Module 14 Barrier Capabilities	8:00 AM
8:15 AM				8:15 AM
8:30 AM			8:30 AM	
8:45 AM	Module 2 Design Basis Threat Overview	Module 9 Intelligence Matrix	Module 15 Breaching Methods	8:45 AM
9:00 AM				9:00 AM
9:15 AM				9:15 AM
9:30 AM				9:30 AM
9:45 AM			9:45 AM	
10:00 AM			10:00 AM	
10:15 AM	Module 3 Explosive Theory	Module 10 Scene Mitigation	Module 16 Blast Effects	10:15 AM
10:30 AM				10:30 AM
10:45 AM			10:45 AM	
11:00 AM	Module 4 Explosive Effects	Module 11 Consequence Management		11:00 AM
11:15 AM				11:15 AM
11:30 AM			11:30 AM	
11:45 AM			11:45 AM	
12:00 PM			12:00 PM	
12:15 PM			12:15 PM	
12:30 PM			12:30 PM	
12:45 PM			12:45 PM	
1:00 PM	Module 5 Improvised Explosive Devices	Module 12 Safety Brief & Explosive Demonstrations	Module 17 Safety Brief & Breaching Demonstrations	1:00 PM
1:15 PM				1:15 PM
1:30 PM	1:30 PM			
1:45 PM	1:45 PM			
2:00 PM	Module 6 Home Made Explosives			2:00 PM
2:15 PM		2:15 PM		
2:30 PM			2:30 PM	
2:45 PM			2:45 PM	
3:00 PM	Module 7 Pre Blast Practical Exercise	Module 13 Post Blast Practical	Module 18 Device Reconstruction	3:00 PM
3:15 PM				3:15 PM
3:30 PM				3:30 PM
3:45 PM				3:45 PM
4:00 PM				4:00 PM
4:15 PM				4:15 PM
4:30 PM			4:30 PM	
4:45 PM			4:45 PM	
5:00 PM			5:00 PM	

ATTACHMENT 2

**Example Course Curriculum
Weapons and Tactics Fundamentals Field Course**

This course is designed to familiarize the student with the various firearms-utilized in nuclear security. The student will be provided with baseline knowledge (classroom & hands-on) to a variety of weapons used in Licensee nuclear security programs. Training will be provided on handguns, shotguns, rifles and machineguns. Care, maintenance and troubleshooting of these weapons along with a selection of marksmanship techniques will also be addressed. A review on weapons safety and storage requirements will be included in the course.

***Note:** The Training Agency will provide all firearms, equipment and instruction needed to complete the course.

Type:

NRC/Contractor Field Course

Duration:

Not to exceed five (5) days

Curriculum

- Fundamentals of marksmanship—this includes discussions on the fundamentals of firearms marksmanship (breath control, sight picture, aiming techniques, etc.).
- Basic ballistic theory— this includes the limitations of handgun, rifle, and shotgun ammo, including all types of ammunition commonly available, as well as methods and procedures to zero weapons.
- Range safety theory and practice—this includes a discussion on the fundamentals of weapon safety and range operating procedures and rules.
- Disassembly and re-assembly familiarization with various weapon systems.
- Weapon care, maintenance and troubleshooting.
- Multiple Weapon Instruction and Firing (includes but is not limited to the following):
 1. Handguns – such as Glock, Smith & Wesson, Springfield, SIG/Sauer, Beretta, as well as double action revolver (e.g., K or L frame Smith & Wesson)
 2. Shotguns – Remington 870 or Winchester 1300 fundamental only
 3. Rifles – AR-15 type, AK-47, SKS, Barrett, precision bolt-action (counter-sniper in .50 and 7.62 NATO). Should include various sighting systems, such as scopes, precision micrometer, BUIS, EOTech, ACOG, night-vision and thermal imaging
 4. Machine-guns (e.g., M249, M240B, M60, MP5)
 5. Shooting from: a elevated position, at night, with smoke.
- Demonstrate reactive shooting skills using cover and protection (individual/team tactical security skills and movement techniques necessary to protect Licensee security interests from an armed terrorist threat).
- Demonstrate the capabilities and limitations of M.I.L.E.S. gear. (NRC to provide)
- Demonstrate the typical gear utilized by nuclear security officers or SWAT officers.
- Demonstrate adversarial close quarter attack and response techniques.
- Demonstrate the use of vehicles, i.e., approach, deployment and cover.

**Example Course Agenda
Weapons and Tactics Field Course**

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Time
7:30 AM						7:30 AM
7:45 AM						7:45 AM
8:00 AM	Module 1 Course Administration & Introduction (TTC)		Module 7 Response Force AR & Precision Rifles Fundamentals (classroom)		Module 11 Tactics Fundamentals (classroom)	8:00 AM
8:15 AM						8:15 AM
8:30 AM		Module 5 Handguns Fundamentals (classroom)				8:30 AM
8:45 AM	Module 2 Design Basis Threat Review (TTC)					8:45 AM
9:00 AM						9:00 AM
9:15 AM	NRC provided					9:15 AM
9:30 AM						9:30 AM
9:45 AM						9:45 AM
10:00 AM						10:00 AM
10:15 AM						10:15 AM
10:30 AM	Welcome & Introduction			Module 9 Threat Weapons Fundamentals (classroom)	Module 12 Tactics Familiarization and Demonstrations (range)	10:30 AM
10:45 AM		Module 5 (continued)	Module 7 (continued)			10:45 AM
11:00 AM	Module 3 Fundamentals of Marksmanship					11:00 AM
11:15 AM						11:15 AM
11:30 AM						11:30 AM
11:45 AM						11:45 AM
12:00 PM						12:00 PM
12:15 PM						12:15 PM
12:30 PM						12:30 PM
12:45 PM						12:45 PM
1:00 PM						1:00 PM
1:15 PM						1:15 PM
1:30 PM	Module 4 Basic Ballistic Theory		Module 8 Response Force AR & Precision Rifles Familiarization and Demonstrations (range)	Module 10 Threat Weapons Familiarization and Demonstrations (range)	Module 12 M.I.L.E.S. Gear Familiarization and Demonstrations (range)	1:30 PM
1:45 PM		Module 6 Handguns Familiarization and Demonstrations (range)				1:45 PM
2:00 PM						2:00 PM
2:15 PM						2:15 PM
2:30 PM						2:30 PM
2:45 PM						2:45 PM
3:00 PM						3:00 PM
3:15 PM						3:15 PM
3:30 PM	Module 5 Weapons Range Operations & Safety					3:30 PM
3:45 PM						3:45 PM
4:00 PM						4:00 PM
4:15 PM						4:15 PM
4:30 PM						4:30 PM
4:45 PM						4:45 PM
5:00 PM						5:00 PM
9:30 PM			Night Fire			9:30 PM
10:30 PM						10:30 PM

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The City of Chattanooga shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the City of Chattanooga shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION-EVIDENCE OF SHIPMENT	FEB 1999

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on DAY OF AWARD and will expire on (1 YEAR THEREAFTER). The term of this contract may be extended at the option of the Government for an additional Four 1-year periods.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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: Frank Pavlechko

Address: U.S. Nuclear Regulatory Commission
5746 Marlin Rd., Suite 200
Chattanooga, TN 37411-5677

Telephone Number: 423-855-6506

(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.

*To be incorporated into any resultant contract

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)**

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination.

H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

H.3 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

H.4 Annual and Final Contractor Performance Evaluations

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.5 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.

H.6 Impossibility of Performance

The City of Chattanooga shall not be in default because of failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the City of Chattanooga. The following are examples of impossibility of performance of this contract:

- 1) Termination of a Lease (loss of operating facilities) or
- 2) Chattanooga Police Range becomes unavailable for NRC use

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2. CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009

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Section I

52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2009
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.4 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

1.5 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**(a) Definitions. As used in this clause--**

"Act" means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor" when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary

administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work

(regardless of whether or not such employee was employed under the predecessor contract) less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

- (A) Name and address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **Pay Periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) **Withholding of Payments and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the

Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.**

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **Variations, Tolerances, and Exemptions Involving Employment.** Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft

classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) **Tips.** An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) **Disputes Concerning Labor Standards.** The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only;
It is not a Wage Determination

Employee Class

Monetary Wage-Fringe Benefits

I.7 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>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	FIRM FIXED PRICE BILLING INSTRUCTIONS		

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. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year 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.

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. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year 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.

BEST AVAILABLE COPY

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER SCHCG-15-0081	PAGE OF 1 56
2 CONTRACT NO. NRC-HQ-84-15-C-0005	3 AWARD EFFECTIVE DATE 07/01/2015
4 ORDER NUMBER	5 SOLICITATION NUMBER NRC-HQ-84-15-R-0006
	6 SOLICITATION ISSUE DATE 05/06/2015

7. FOR SOLICITATION INFORMATION CALL:	D NAME FATIMA SHULER	D TELEPHONE NUMBER 301-415-7044	E OFFER DUE DATE/LOCAL TIME ET
---------------------------------------	-------------------------	------------------------------------	-----------------------------------

8 ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFM-5E03 WASHINGTON DC 20555-0001	CODE NRCHQ	10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE FOR
		SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
		WOMEN OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN OWNED SMALL BUSINESS PROGRAM EDWOSB NAICS 713990 SIZE STANDARD S7.5

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE	12 DISCOUNT TERMS 30 30	13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 705)	13b RATING
			14 METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

15 DELIVER TO US NRC TECHNICAL TRAINING CENTER OSBORNE OFFICE CENTER 5740 MARLIN ROAD SUITE 200 CHATTANOOGA TN 37411-9677	CODE TTC	16 ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFM-5E03 WASHINGTON DC 20555 0001	CODE NRCHQ
---	-------------	---	---------------

17a CONTRACTOR/OFFEROR CHATTANOOGA CITY OF 101 E 11TH ST STE 613 CHATTANOOGA TN 374024223	CODE 043112341	FACILITY CODE	18a PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE PLAINS NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A NRC/PATHEHISNRC/CCOV ROCKVILLE MD 20852-7338	CODE NRCPAYMENTS
--	-------------------	---------------	--	---------------------

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM
--	---

19 ITEM NO	20 SCHEDULE OF SUPPLIES SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	The City of Chattanooga Police Department shall provide the U.S. Nuclear Regulatory Commission with services as stated in the Statement of Work (SOW) and in accordance with the terms and conditions of this contract. Period of Performance: 07/01/2015 to 06/30/2016 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA 015-X0200-RELEASED-84-841003-11-N-157-1201-251F	26 TOTAL AWARD AMOUNT (For Govt Use Only) \$425,000.00
---	---

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED	ADDENDA	ARE	ARE NOT ATTACHED
27b CONTRACT/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 DATE YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERLIN IS ACCEPTED AS TO ITEMS
---	---

30a SIGNATURE OF OFFEROR/CONTRACTOR	31b UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER
30c NAME AND TITLE OF SIGNER (Type or print) FATIMA SHULER	31c NAME OF CONTRACTING OFFICER (Type or print) ERICA LAR
30d DATE SIGNED	31d DATE SIGNED 07/01/2015

BEST AVAILABLE COPY

20 ITEM NO	21 SCHEDULE OF SUPPLIES SERVICES	22 QUANTITY	23 UNIT	24 UNIT PRICE	25 AMOUNT

26 QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

32a SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32b DATE 32c PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32d MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32e TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32f E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER 34 VOUCHER NUMBER 35 AMOUNT VERIFIED CORRECT FOR 36 PAYMENT 37 CHECK NUMBER
PARTIAL FINAL COMPLETE PARTIAL FINAL

38 S/R ACCOUNT NUMBER 39 S/R VOUCHER NUMBER 40 PAID BY

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c DATE 42a RECEIVED BY (Print) 42b RECEIVED AT Location 42c DATE RECEIVED FROM CO 42d TOTAL CONTAINERS

SECTION B - Supplies or Services/Prices 4
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SECTION B - Supplies or Services/Prices

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Explosives, Weapons, and Response Tactics

B.2 MINIMUM AND MAXIMUM AMOUNTS

(a) The USNRC will order a minimum amount of \$25,000.00 under this contract. The USNRC will have the entire term of the contract to fulfill the contract minimum. The specific CLINs and quantities will be identified in the work order(s) issued under this contract. During the life of this contract, the USNRC may order items in any quantity up to the maximum amount specified in paragraph (b) below. If the minimum amount has not been ordered then the USNRC will exercise the option for the next year.

(b) There are no maximum quantities or amounts for each individual CLIN, contract period, or contract. The maximum aggregate amount of all work issued under all contract awarded shall NOT-TO-EXCEED (NTE) \$425,000.00 for the entire term of the contract, including all options which may be exercised.

B.3 PRICE/COST SCHEDULE

Base Year

CLIN	DESCRIPTION	COST	EST. QTY	EST. TOTAL COST
0001	Task One: Explosives and Breaching Field Course (3 days)	\$ 23,500.00	1	\$23,500.00
0001a	*Additional Task One Course (Optional)	\$ 23,500.00	1	\$23,500.00
0002	Task Two: Weapons and Tactics Fundamentals Field Course (4 days)	\$21,500.00	1	\$21,500.00
0002a	*Additional Task Two Course (Optional)	\$21,500.00	1	\$21,500.00
0003	Task Three: S-201 NRC Materials Control, Security Systems, and Principles (5 days)	\$5,000.00	3	\$15,000.00
0003a	*Additional Task Three Course (Optional)	\$1,500.00	1	\$1,500.00
TOTAL:				Not-To-Exceed (NTE) \$85,000.00

Option Year 1: July 1, 2016 – June 30, 2017

CLIN	DESCRIPTION	COST	EST. QTY	EST. TOTAL COST
1001	Task One: Explosives and Breaching Field Course (3 days)	\$ 23,500.00	1	\$ 23,500.00
1001a	Additional Task One Course (Optional)	\$23,500.00	1	\$23,500.00
1002	Task Two: Weapons and Tactics Fundamentals Field Course (4 days)	\$ 21,500.00	1	\$ 21,500.00
1002a	Additional Task Two Course (Optional)	\$ 21,500.00	1	\$ 21,500.00
1003	Task Three: S-201 NRC Materials Control, Security Systems, and	\$5,000.00	3	\$15,000.00

	Principles (5 days)			
1003a	Additional Task Three Course (Optional)	\$1,500.00	1	\$1,500.00
TOTAL:				Not-To-Exceed (NTE) \$85,000.00

Option Year 2: July 1, 2017 – June 30, 2018

CLIN	DESCRIPTION	COST	EST. QTY	EST. TOTAL COST
2001	Task One: Explosives and Breaching Field Course (3 days)	\$23,500.00	1	\$23,500.00
2001a	Additional Task One Course (Optional)	\$23,500.00	1	\$23,500.00
2002	Task Two: Weapons and Tactics Fundamentals Field Course (4 days)	\$21,500.00	1	\$21,500.00
2002a	Additional Task Two Course (Optional)	\$21,500.00	1	\$21,500.00
2003	Task Three: S-201 NRC Materials Control, Security Systems, and Principles (5 days)	\$5,000.00	3	\$15,000.00
2003a	Additional Task Three Course (Optional)	\$1,500.00	1	\$1,500.00
TOTAL:				Not-To-Exceed (NTE) \$85,000.00

Option Year 3: July 1, 2018 – June 30, 2019

CLIN	DESCRIPTION	COST	EST. QTY	EST. TOTAL COST
3001	Task One: Explosives and Breaching Field Course (3 days)	\$23,500.00	1	\$23,500.00
3001a	Additional Task One Course (Optional)	\$23,500.00	1	\$23,500.00
3002	Task Two: Weapons and Tactics Fundamentals Field Course (4 days)	\$21,500.00	1	\$21,500.00
3002a	Additional Task Two Course (Optional)	\$21,500.00	1	\$21,500.00
3003	Task Three: S-201 NRC Materials Control, Security Systems, and Principles (5 days)	\$5,000.00	3	\$5,000.00
3003a	Additional Task Three Course (Optional)	\$1,500.00	1	\$1,500.00
TOTAL:				Not-To-Exceed (NTE) \$85,000.00

Option Year 4: July 1, 2018 – June 30, 2020

CLIN	DESCRIPTION	COST	EST. QTY	EST. TOTAL COST
4001	Task One: Explosives and Breaching Field Course (3 days)	\$23,500.00	1	\$23,500.00
4001a	Additional Task One Course (Optional)	\$23,500.00	1	\$23,500.00
4002	Task Two: Weapons and Tactics Fundamentals Field Course	\$21,500.00	1	\$21,500.00

	(4 days)			
4002a	Additional Task Two Course (<i>Optional</i>)	\$21,500.00	1	\$21,500.00
4003	Task Three: S-201 NRC Materials Control, Security Systems, and Principles (5 days)	\$5,000.00	3	\$5,000.00
4003a	Additional Task Three Course (<i>Optional</i>)	\$1,500.00	1	\$1,500.00
TOTAL:				Not-To-Exceed (NTE) \$85,000.00
GRAND TOTAL:				Not-To-Exceed (NTE) \$425,000.00

B.4 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

- (a) The total amount of the Firm-Fixed-Price portion of this contract is \$425,000.00.
- (b) The amount obligated by the Government with respect to this contract is \$50,000.00.
- (c) This is an incrementally-funded contract and FAR 52.232-22 -- "Limitation of Funds" applies.

SECTION C - Description/Specifications**A. BACKGROUND**

After the September 11, 2001, terrorists attacks it was determined that enhancements needed to be made to physical security at NRC licensee facilities, to include nuclear power plants and materials licensees. With these enhancements, NRC personnel, contractors, and Agreement State inspectors were required to acquire specific knowledge to fulfill their regulatory responsibilities in assuring the licensees meet these requirements. Additionally, international students have a desire to enhance their understanding of NRC inspection programs to better equip their own inspectors with the knowledge necessary to fulfill their specific inspection missions.

To meet these challenges, the inspectors must be thoroughly familiar with the various types of explosives, breaching protocols, and weapons and tactics utilized by adversaries to defeat NRC licensee security programs. Likewise, the inspectors must be familiar with the licensee's integrated response from Local Law Enforcement Agencies (LLEA) and must be able to assess the survivability of the licensee security programs against acts of terrorism to meet their regulatory requirements.

B. OBJECTIVE

The objective of this contract is to assist the NRC in conducting these training courses for NRC, international students and Agreement State inspectors in support of their security inspection requirements and missions. The support shall be provided by qualified instructors/staff with expertise in explosives, breaching operations, weapons and tactics, and LLEA response protocol.

Upon completion of the courses, students will be familiar with, and have a basic understanding of, the curriculum provided in Attachments 1, 2, and 3 of this Statement of work (SOW).

C. SCOPE OF WORK

The performance of this contract will be conducted within forty miles of the NRC Technical Training Center (TTC) in Chattanooga, TN. This will allow the NRC staff to conduct training in safeguards information in the required TTC Safeguards-approved classroom and still remain in close proximity to the firearms and explosives range training facilities.

The contractor will be responsible for providing the qualified instructions and facilities for the classroom training and all necessary training materials to include explosives, barrier materials, weapons, LLEA response protocol, and support equipment needed for these courses. The NRC reserves the right to supplement the courses with personnel and equipment to better facilitate the conduct of the courses. Mutual training aid/support agreements/understandings with ATF are required. Army Corp of Engineers (at NRC invitation) may also participate in Task one.

The performing organization must:

Task One:

1. Utilize existing instructional programs to support the NRC in providing instruction in explosives and breaching protocols. Attachment 1 delineates the required subjects and time table for this course.
2. Provide a well-equipped training facility capable of supporting the course for up to 35 students. The classroom and field facilities must be sufficient to demonstrate various types and forces of explosives up to 15 pounds TNT equivalent. All personnel involved with instruction must be certified to handle, use and dispose of such materials.

3. The course will be a minimum of eight (8) hours per day for 3 days with appropriate breaks as dictated by the instructor(s) or from the natural breaks in the course presentation.
4. Assist NRC during the post-course critique for necessary revisions and improvements to instructional content/field activities.

Task Two:

1. Utilize existing instructional programs to support the NRC in providing instruction in weapons and tactical protocols. Attachment 2 delineates the required subjects for this course.
2. Provide a well-equipped training facility capable of supporting the course for up to 35 students. This includes a facility capable of supporting activities for Multiple Integrated Laser Engagement System (MILES) gear and/or SAAB military defense and security simulation gear. ~~to include a course of fire utilizing cover and concealment; firing at pop up targets; firing through obstacles (such as simulated fencing, barriers, etc); stress fire utilizing low light and loud noise from a speaker/stress system; and firing from an elevated position, such as utilizing a tower/scissor lift/jack, etc.~~

Additionally, contractor must have the ability to provide a well-equipped training facility to include a live-fire handgun and rifle range to support up to 15 positions in calibers up to and including .50 caliber; ~~to perform night fire operations; perform a course of fire utilizing cover and concealment; and provide a tower to perform firing from an elevated position.~~ should the NRC choose to revert back to live-fire weapons training, as was originally agreed upon and conducted.

The contractor must supply all necessary semi-automatic firearms to complete the course. The contractor will allow the NRC to supplement the weapons availability to include up to fully automatic .50 caliber fire.

3. The course will be a minimum of eight (8) hours per day for 4 days with appropriate breaks as dictated by the instructor(s) or from the natural breaks in the course presentation.
4. Assist NRC during the post-course critique for necessary revisions and improvements to instructional content/field activities.

Task Three:

1. Utilize existing instructional programs to support the NRC in providing instruction in response protocol regarding LLEA agreements with NRC Licensees Attachment 3 delineates the required subjects for this course.
2. Provide a certified member to conduct appropriate training/discussion regarding LLEA response to licensee Category 1/ Category 2 Materials emergencies, including theft and diversion; integrated response plan; potential hazards encountered and solutions for same; approximate response times and number of response personnel; and typical response gear used.
3. The training/discussion will be a minimum of one (1) hour and fifteen (15) minutes with appropriate breaks, as necessary. This presentation will be given during the Materials Security, Systems and Principles course (S201) in the TTC security classroom. This class is held approximately three (3) times per year.
4. Assist NRC during the post-course critique for necessary revisions and improvements to instructional content/field activities.

***Each task will have an optional line item for an additional course to be exercised at the discretion of the US NRC.**

D. DELIVERABLES/DUE DATES

	Deliverable	Due Date
1	Task One	Mutually agreeable date between NRC and contractor that does not interfere with scheduled training or in-service schedules.
1a	Additional Task One (Optional)	Mutually agreeable date between NRC and contractor that does not interfere with scheduled training or in-service schedules.
2	Task Two	Mutually agreeable date between NRC and contractor that does not interfere with scheduled training or in-service schedules.
2a	Additional Task Two (Optional)	Mutually agreeable date between NRC and contractor that does not interfere with scheduled training or in-service schedules.
3	Task Three	Mutually agreeable date between NRC and contractor that does not interfere with scheduled training or in-service schedules.
3a	Additional Task Three (Optional)	Mutually agreeable date between NRC and contractor that does not interfere with scheduled training or in-service schedules.

E. PERIOD OF PERFORMANCE

The period of performance of this contract for the courses identified shall be from the date of issuance for one (1) base year, and four (4) one (1) year option periods.

F. SECURITY

Any instruction/materials provided by the contractor for this contract will be unclassified and not controlled by NRC safeguards requirements.

G. SUBCONTRACTS

NRC shall not assign this Contract or enter into a subcontract for any of the services performed under this contract without obtaining the prior written request from the contractor. Upon an agreement NRC will grant subcontract approval. Mutual aid/support to CPD from ATF is acceptable to NRC. The Army Corp of Engineers may also supplement training as needed to support the NRC mission.

H. INDEMNIFICATION

NRC shall indemnify and hold harmless the contractor any and all claims arising from the performance of this Agreement. NRC shall conduct its duties and activities under this Agreement so as not to endanger any persons or property. NRC shall indemnify, save and hold harmless, and defend the contractor, and all of its officers, agents, and employees from any and all claims resulting from losses, injuries, damages, and liabilities to persons or properties resulting, wholly or in part, from acts or omissions of NRC, including acts or omissions of its agents, officers, employees, and guests, to the full extent of the law.

I. PARTICIPATION

NRC will allow the participation/attendance of law enforcement officers, international students, and Agreement State personnel in the training activities of the courses. Mutual aid assistance/attendance from ATF/Army Corp of Engineers is acceptable.

J. NRC PROVIDED MATERIALS**Task One**

- (a) Course manuals and student information sheets.
- (b) Course evaluation sheets.
- (c) NRC reserves the right (as needed) to supplement course Instructors/presentations.

Task Two

- (a) Course manuals and student information sheets.
- (b) Additional fully automatic firearms.
- (c) Ammunition, targets, safety equipment and training aids.
- (d) Course evaluation sheets.
- (e) M.I.L.E.S. and/or SAAB gear ~~utilized in Force on force Exercises.~~
- (f) NRC reserves the right (as needed) to supplement course Instructors/presentations.

Task Three

- (a) Course manuals and student information sheets
- (b) PowerPoint Presentation with module on LLEA response.
- (c) Course evaluation sheets
- (d) NRC reserves the right (as needed) to supplement course Instructors/presentations.

K. TECHNICAL REPORTING REQUIREMENTS

The contractor will assist the NRC Contracting Officer Representative (COR) and Technical Advisors in reviewing the course presentations along with critique comments provided by students/instructors for improvements to the course.

L. CONTRACTOR ACQUIRED MATERIALS**Task One**

- (a) Explosives.

- (b) Explosives support materials
- (c) Breaching materials/training support equipment.

Task Two

- (a) Weapons of various calibers as delineated in Attachment 2.
- (b) Target backers, safety/medical equipment and support training aids.

Task Three

- (a) Certified member of the Chattanooga Police Department with knowledge of LLEA procedures regarding general and NRC licensee integrated response protocol.

M. ATTACHMENTS

1. Curriculum & Course Agenda: Task One.
2. Curriculum & Course Agenda: Task Two.
3. Curriculum & Course Agenda: Task Three.

SECTION D - Packaging and Marking**D.1 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Human Capital Officer (OCHCO), under Contract/order number **NRC-HQ-84-15-C-0005**.

D.2 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: TBD.

SECTION E - Inspection and Acceptance**E.1 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.acquisition.gov/far/html/52_248_253.html#wp1120047

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)**E.2 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. Draft Outlines - Student Manual (per SOW)
2. Draft Outlines - Instructor Manual (per SOW)
3. Final Copies - (per SOW)
4. Pre-Course Submission
5. Post-Course Submission

SECTION F - Deliveries or Performance**F.1 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.acquisition.gov/far/html/52_248_253.html#wp1120047

52.242-15 STOP-WORK ORDER. (AUG 1989)**52.247-34 F.O.B. DESTINATION. (NOV 1991)****52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT. (FEB 1999)****F.2 PERIOD OF PERFORMANCE ALTERNATE III**

This contract shall commence on **July 1, 2015** and will expire on **June 30, 2016**. The term of this contract may be extended at the option of the Government for an additional **four (4), one (1) year option periods**. The term of this contract may be extended at the option of the Government for an additional **six months** (not to exceed six months).

Base Period:

July 1, 2015 – June 30, 2016

Option Period(s):

Option Year 1: July 1, 2016 – June 30, 2017

Option Year 2: July 1, 2017 – June 30, 2018

Option Year 3: July 1, 2018 – June 30, 2019

Option Year 4: July 1, 2019 – June 30, 2020

SECTION G - Contract Administration Data**G.1 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)**

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

Name: Frank Pavlechko
Telephone Number: 423-855-6506
Email: Frank.Pavlechko@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.

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

*To be incorporated into any resultant contract

G.2 - ELECTRONIC PAYMENT (SEP 2014)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

SECTION H - Special Contract Requirements**H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights:

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.2 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

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

1. Course manuals and student information sheets;
2. Course evaluation sheets;
3. NRC reserves the right (as needed) to supplement course instructors/presentations.

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number: NRC-38-09-713, to contract/agreement number: NRC-HQ-84-15-C-0005:

1. Task One

- a. Course manuals and student information sheets.
- b. Course evaluation sheets.
- c. NRC reserves the right (as needed) to supplement course instructors/presentations.

2. Task Two

- a. Course manuals and student information sheets.
- b. Additional fully automatic firearms.
- c. Ammunition, targets, safety equipment and training aids.
- d. Course evaluation sheets.
- e. M.I.L.E.S. and/or SAAB gear utilized in Force on force Exercises.
- f. NRC reserves the right (as needed) to supplement course instructors/presentations.

3. Task Three

- a. Course manuals and student information sheet.
- b. PowerPoint Presentation with module on LLEA response.
- c. Course evaluation sheets.
- d. NRC reserves the right (as needed) to supplement course instructors/presentations.

(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, Office of Administration.

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

SECTION I - Contract Clauses**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.acquisition.gov/far/html/52_248_253.html#wp1120047

52.202-1 DEFINITIONS. (NOV 2013)**52.203-3 GRATUITIES. (APR 1984)****52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)****52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)****52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)****52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)****52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)****52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)****52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)****52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)****52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)****52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)****52.222-26 EQUAL OPPORTUNITY. (MAR 2007)****52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUL 2014)****52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)****52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUL 2014)****52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)****52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

- 52.225-5 TRADE AGREEMENTS. (NOV 2013)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
- 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)
- 52.232-1 PAYMENTS. (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)
- 52.232-11 EXTRAS. (APR 1984)
- 52.232-17 INTEREST. (MAY 2014)
- 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
- 52.233-3 PROTEST AFTER AWARD. (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
- 52.242-13 BANKRUPTCY. (JUL 1995)
- 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE III (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (OCT 2014)
- 52.245-1 GOVERNMENT PROPERTY. (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-23 LIMITATION OF LIABILITY. (FEB 1997)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
- 52.248-1 VALUE ENGINEERING. (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**I.2 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (SEP 2013)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items

delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment- (1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) The clause at 52.212-5; (4) Addenda to this solicitation or contract, including any license agreements for computer software; (5) Solicitation provisions if this is a solicitation; (6) Other paragraphs of this clause; (7) The Standard Form 1449; (8) Other documents, exhibits, and attachments; and (9) The specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the

contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern.

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

1.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (DEC 2014) - ALTERNATE II (DEC 2014)

(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, Combating Trafficking in Persons (FEB 2009) (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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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. (Contracting Officer check as appropriate)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-7.
 - (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (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.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21)(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 (JUN 2003) of 52.219-23.
- (22) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O.

13126).

(30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(36) 52.222-54, Employment Eligibility Verification (AUG 2013), (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.)

(37)(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.)

(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014)+(E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(43) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

(44)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283,

110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(46) 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).

(47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(50) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(51) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(52) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

(53) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(55) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(56)(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: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (9) 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, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) ((41 U.S.C. 3509)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8. Utilization of Small Business Concerns (MAY 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26. Equal Opportunity (MAR 2007) (E.O. 11246).

(E) 52.222-35. Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(F) 52.222-36. Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(G) 52.222-40. Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41. Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67)

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

(J) 52.222-51. Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(K) 52.222-53. Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(L) 52.222-54. Employment Eligibility Verification (AUG 2013).

(M) 52.226-6. Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 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.

I.4 52.217-7 – OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEMS (MAR 1989)

The Government may require the delivery of the numbered line item identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

1.5 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

1.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

1.7 52.227-18 RIGHTS IN DATA - EXISTING WORKS (DEC 2007)

(a) Except as otherwise provided in this contract, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or (2) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

1.8 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

(a) Definitions. As used in this clause-

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a

collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c) and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government

removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) (Reserved)

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

1.9 §2009.570 NRC ORGANIZATIONAL CONFLICTS OF INTEREST**§2009.570-1 Scope of policy.**

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

(1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

(2) May result in its being given an unfair competitive advantage

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp. in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp. in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions. AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work, and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment 1 – Course Curriculum: Explosives and Breaching Field Course

Attachment 2 – Course Curriculum: Weapons and Tactics Fundamentals Field Course

Attachment 3 – Course Curriculum: S-201 NRC Materials Control, Security Systems, and Principles

Attachment 4 – Billing Instructions

ATTACHMENT 4**Course Curriculum
Explosives and Breaching Field Course**

This course provides lecture and hands-on training on explosives and mechanical breaching methods expected to be utilized by adversarial groups against NRC licensee and international nuclear facilities. It allows students to observe the effects of various quantities of explosives in a controlled setting. This instruction also introduces students to basic methods and tools used to accomplish mechanical breaching of licensee facilities and protective barriers. Class lectures are reinforced by a series of practical demonstrations of breaching techniques. ATF and Army Corp of Engineer support to the training are acceptable. Topics of instruction can be revised at the need of NRC.

Type:
NRC Field Course

Duration:
Not to exceed four (3) days
Curriculum:

- ~~Introduce/familiarize with explosive terminology~~
- ~~Review of explosive physics~~
- ~~Review types of explosives~~
 - ~~Conventional explosives~~
 - ~~Thermobarics~~
 - ~~Liquid/binary explosives~~
 - ~~Explosive trains (primary/secondary) for IEDs~~
 - ~~Linear charges (various)~~
 - ~~Line Shape charges~~
 - ~~Explosively Formed Penetrator (EFP)~~
 - ~~Basic IED, VBIED construction and employment and delivery methods~~
- ~~Understand the relationship of static, dynamic and overpressures~~
- ~~Predicting explosive effects~~
- ~~Understand human hazards from explosive materials~~
- ~~Review blast effects on various construction methods~~
- ~~Review consequences of debris~~
- ~~Review stand off distances~~
- ~~Recognize different methods of calculating barrier capabilities~~

- ┌ NRC Provided
- Identification of Tools for Explosive/Mechanical Breaching
- Selection of breaching methods for the following barriers:
 - ┌ Piping (Various gages)
 - ┌ Common industrial doors
 - ┌ Fencing
 - ┌ Concertina/razor ribbon
 - ┌ Facility flooring

**Course Agenda
Explosives and Breaching Field Course**

Time	Monday	Tuesday	Wednesday	Time
7:30 AM				7:30 AM
7:45 AM				7:45 AM
8:00 AM				8:00 AM
8:15 AM	Module 1 Course Introduction	Module 8 VBIEDs	Module 14 Barrier Capabilities	8:15 AM
8:30 AM				8:30 AM
8:45 AM				8:45 AM
9:00 AM	Module 2 Design Basis Threat Overview	Module 9 Intelligence Matrix	Module 15 Breaching Methods	9:00 AM
9:15 AM				9:15 AM
9:30 AM				9:30 AM
9:45 AM				9:45 AM
10:00 AM				10:00 AM
10:15 AM				10:15 AM
10:30 AM	Module 3 Explosive Theory	Module 10 Scene Mitigation		10:30 AM
10:45 AM				10:45 AM
11:00 AM			Module 16 Blast Effects	11:00 AM
11:15 AM	Module 4 Explosive Effects	Module 11 Consequence Management		11:15 AM
11:30 AM				11:30 AM
11:45 AM				11:45 AM
12:00 PM				12:00 PM
12:15 PM				12:15 PM
12:30 PM				12:30 PM
12:45 PM				12:45 PM
1:00 PM				1:00 PM
1:15 PM	Module 5 Improvised Explosive Devices	Module 12 Safety Brief & Explosive Demonstrations	Module 17 Safety Brief & Breaching Demonstrations	1:15 PM
1:30 PM				1:30 PM
1:45 PM				1:45 PM
2:00 PM	Module 6 Home Made Explosives			2:00 PM
2:15 PM				2:15 PM
2:30 PM				2:30 PM
2:45 PM				2:45 PM
3:00 PM				3:00 PM
3:15 PM				3:15 PM
3:30 PM	Module 7 Pre Blast Practical Exercise	Module 13 Post Blast Practical	Module 18 Device Reconstruction	3:30 PM
3:45 PM				3:45 PM
4:00 PM				4:00 PM
4:15 PM				4:15 PM
4:30 PM				4:30 PM
4:45 PM				4:45 PM
5:00 PM				5:00 PM

ATTACHMENT 2**Course Curriculum
Weapons and Tactics Fundamentals Field Course**

This course serves to provide attendees familiarity with the various firearms utilized in NRC licensee and international facilities. The student will be provided with baseline knowledge (classroom & hands on) to a variety of weapons used in NRC licensee and other international nuclear security programs. Training will be provided on handguns, shotguns, rifles and machineguns. Care, maintenance and troubleshooting of these weapons along with a selection of marksmanship techniques will also be addressed. A review on weapons safety and storage requirements will be included in the course. ATF support to the training is acceptable. Topics of instruction can be revised at the need of NRC.

Type:
NRC Field Course

Duration:
Not to exceed four (4) days

Curriculum

- ◆ ~~Fundamentals of marksmanship—this includes discussions on the fundamentals of firearms marksmanship (breath control, sight picture, aiming techniques, etc.).~~
- ◆ ~~Basic ballistic theory—this includes the limitations of handgun, rifle, and shotgun ammo, including all types of ammunition commonly available, as well as methods and procedures to zero weapons.~~
- ◆ ~~Range safety theory and practice—this includes a discussion on the fundamentals of weapon safety and range operating procedures and rules.~~
- ◆ ~~Disassembly and re-assembly familiarization with various weapon systems.~~
- ◆ ~~Weapon care, maintenance and troubleshooting.~~
- ◆ ~~Multiple Weapon Instruction and Firing demos (includes but is not limited to the following):~~
 1. ~~Handguns—such as Glock, Smith & Wesson, Springfield, SIG/Sauer, Beretta, as well as double action revolver~~
 2. ~~Shotguns—Remington 870 or Winchester 1300~~
 3. ~~Rifles—AR 15 type, AK 47, SKS, precision bolt action (counter sniper in .50 and 7.62 NATO). Should include various sighting systems, such as scopes, precision micrometer, BUIS, EOTech, ACOG, night vision and thermal imaging~~
 4. ~~Machine guns (as a minimum: MP5, AK 47, AK 74, M16a 2, M16 0MM, Beretta 93R, Daewoo USAS12, Uzi)~~
 5. ~~Shooting from an elevated position (tower), at night, and with smoke/visual impairments.~~
- ◆ ~~Demonstrate reactive shooting skills using cover and protection (individual/team tactical security skills and movement techniques necessary to protect Licensee security interests from an armed terrorist threat).~~
- ◆ ~~Demonstrate the capabilities and limitations of SAAB/M.I.L.E.S. gear. (NRC to provide)~~
- ◆ ~~Demonstrate the typical gear utilized by nuclear security officers or SWAT officers.~~
- ◆ ~~Demonstrate adversarial close quarter attack and response techniques.~~
- ◆ ~~Demonstrate the use of vehicles, i.e., approach, deployment and cover.~~

Course Agenda Weapons and Tactics Field Course

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Time
7:30 AM						7:30 AM
7:45 AM						7:45 AM
8:00 AM	Module 1 Course Introduction	Module 6 Contingency Rifle Familiarization (CPD classroom)	Module 7 Handgun Familiarization (CPD classroom)	Module 9 Threat and Other Firearm Familiarization		8:00 AM
8:15 AM	Module 2 Design Basis Threat Overview					8:15 AM
8:30 AM						8:30 AM
8:45 AM						8:45 AM
9:00 AM						9:00 AM
9:15 AM						9:15 AM
9:30 AM						9:30 AM
9:45 AM						9:45 AM
10:00 AM						10:00 AM
10:15 AM						10:15 AM
10:30 AM	Module 3 Introduction to Licensee Weapon Systems	Module 6 (continued)	Module 7 (continued)	Module 10 SAAB/MILES Gear Familiarization		10:30 AM
10:45 AM						10:45 AM
11:00 AM						11:00 AM
11:15 AM						11:15 AM
11:30 AM						11:30 AM
11:45 AM						11:45 AM
12:00 PM						12:00 PM
12:15 PM						12:15 PM
12:30 PM						12:30 PM
12:45 PM						12:45 PM
1:00 PM						1:00 PM
1:15 PM						1:15 PM
1:30 PM	Module 4 Introduction to Ballistics		Module 7 (cont.)	Module 11 Tactical Fundamentals		1:30 PM
1:45 PM						1:45 PM
2:00 PM						2:00 PM
2:15 PM						2:15 PM
2:30 PM		Module 6 (cont.)				2:30 PM
2:45 PM						2:45 PM
3:00 PM	Module 5 Firearms Range Safety & Operations		Module 8 Reduced Lighting Familiarization	Module 12 Tactical Exercises and Cover Drills		3:00 PM
3:15 PM						3:15 PM
3:30 PM						3:30 PM
3:45 PM						3:45 PM
4:00 PM						4:00 PM
4:15 PM						4:15 PM
4:30 PM						4:30 PM
4:45 PM				Travel Home		
6:00 PM		Casual Dinner				
* Times are approximate						

ATTACHMENT 3**S-201 NRC Materials Control, Security Systems, and Principles****Course Purpose**

~~This course serves to provide NRC, Agreement State, and International Student attendees with a basic understanding of physical protection systems and the NRC's security requirements for materials licensees that are authorized to possess risk significant quantities of radioactive materials.~~

~~This course provides instruction on a performance based methodology to evaluate and assess the adequacy of a physical protection system to protect against theft, sabotage or diversion of risk significant quantities of radioactive materials and respond if needed.~~

~~The course provides participants with the security competencies necessary to function in their security discipline. The course is made up of 18 modules conducted over a one week training period. Training will include, but is not limited to, the following subjects: malicious uses of radioactive materials, introduction to physical protection systems and identification of critical components of a physical protective system for detection, target identification, interior and exterior intrusion detection sensors, security lighting, access control systems, barriers, locking systems, and response forces.~~

~~Participants will also gain a working knowledge of the regulatory requirements and guidance documents associated with the inspection program for risk significant quantities of radioactive materials.~~

~~Classroom and laboratory exercises and tours related to the subject areas are provided for students to reinforce their study assignments and classroom materials.~~

~~Instructional assistance will be provided by subject matter experts, as appropriate. Topics of discussion can be revised at the need of NRC.~~

~~This course is required for NRC Materials Health Physics Inspectors and is also attended by Agreement State personnel and NRC Master Materials Licensee personnel who conduct inspections on licensees which at any given time possess risk significant quantities of radioactive materials. The course is also attended by NRC and Agreement State license reviewers as well as by individuals involved with the management of materials inspection and licensing programs and GPD, LLEA response support.~~

~~A written exam is required with a minimum passing score of 80%.~~

Course References

- 10 CFR Part 37 "Physical Protection of Category 1 and Category 2 Quantities of Radioactive Material"
- Rule/Order Comparison (crosswalk)
- NUREG-2155, "Implementation Guidance for 10 CFR Part 37, "Physical Protection of Category 1 and Category 2 Quantities of Radioactive Material"
- NRC Inspection Procedure
- Best Practices Document, NUREG-2166
- NRC Enforcement Guidance

- NRC Inspection Manual Chapter 1248 "Qualification programs for Federal and State Materials and Environmental Management Programs"
- NRC Technical Training Center administrative course requirements

Module 14: Response

Est. time: 75 min.

Est. # slides: TBD

Learning Objectives:

- Present the basic concepts and principles of response force deployment in a physical security protection environment.
- Understand the role of the response force and Local Law Enforcement Agencies (LLEA) in an overall physical security protection system.
- Understand the difference between response force interruption and adversary neutralization.

Topics of review include:

- Types of response forces
 - △ Site security
 - △ Local law enforcement: public or private organization
 - △ Governmental
- Legal basis for response force operations
- Force continuum
- Alarm response and containment
- Evaluate coordination with LLEA
- Response considerations from LLEA
- How does the facility communicate with LLEA
- How will response forces gain access to a facility
- Does the response force (internal/external) understand the adversary threat

Course Agenda
S-201 NRC Materials Control, Security Systems, and Principles

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 AM	Module 1: Course Admin. Intro, Legist.				
8:15 AM		Module 8: Intrusion Detection Systems		Module 10: Performance Inspections (continued)	Course Test
8:30 AM	Module 2: Threats and Malicious Use of RAM				
8:45 AM					
9:00 AM					
9:15 AM	BREAK	BREAK	BREAK	BREAK	
9:30 AM	Module 3: Historical Review and Intro to Part 37	Module 9: Entry Control		Module 11: continued	
9:45 AM					
10:00 AM					
10:15 AM	Module 4: Background Invest. and Access Control Program		Module 13: Physical Protection in Transit		Course Review
10:30 AM					
10:45 AM					
11:00 AM					
11:15 AM	LUNCH				
11:30 AM		LUNCH	LUNCH	LUNCH	
11:45 AM					
12:00 PM					Course Closeout: Summary, Evaluation
12:15 PM					
12:30 PM		Module 10: Assessment	Module 14: Response		
12:45 PM					
1:00 PM	Module 5: Physical Prot. Req. During Use				
1:15 PM					
1:30 PM			BREAK		
1:45 PM		BREAK			
2:00 PM					
2:15 PM	BREAK				
2:30 PM	Module 6: Security Program				
2:45 PM					
3:00 PM					
3:15 PM		Module 11: Alarm Communication and Display			
3:30 PM					
3:45 PM	Module 7: Critical Components of a PPS				
4:00 PM					
4:15 PM		Module 12: Access Delay	Module 16: Perf. Inspections		
4:30 PM					
4:45 PM					
5:00 PM					

ATTACHMENT 4



INVOICE FORMAT FOR FIXED-PRICE

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

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

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions. The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation

and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. **Taxpayer Identification Number.** The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site:

[http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs))).

c. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. **Contract Number.** Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable

e. **Task Order Number.** Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

f. **Invoice/Voucher.** The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number:

g. **Date of Invoice/Voucher.** Insert the date the invoice/voucher is prepared.

h. **Billing Period.** Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

i. **Description of Deliverables.** Provide a brief description of supplies or services, quantity, unit price, and total price.

- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)
HU009	07/01/2016	OCHCO-16-0169	
6 ISSUED BY	CODE	7 ADMINISTERED BY (if other than Item 6)	CODE
US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFF 5E03 WASHINGTON DC 20555-0001	NRCHQ		
8 NAME AND ADDRESS OF CONTRACTOR (No street county State and ZIP Code)		(x) 9A AMENDMENT OF SOLICITATION NO	
CHATTANOOGA CITY OF 101 E 10TH ST STE 613 CHATTANOOGA TN 374024223		9B DATED (SEE ITEM 11)	
CODE 043112341 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO	
		NRC-HQ-64-15-C-0005	
		10B DATED (SEE ITEM 11)	
		06/29/2015	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 6 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$20,000.00
 2016-X0200-FREBASED-64-64003-34-N-157-1201-251E

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)
 The purpose of this modification is to: 1.) Exercise Option Year 1, thereby extending the period of performance through June 30, 2017; and 2.) Provide incremental funding in the amount of \$20,000.00, thereby increasing the total obligated amount from \$50,000.00 to \$70,000.00.

All other terms and conditions remain the same.
 Total Obligated Amount: \$70,000.00 (change)
 Exercise Ceiling Amount: \$70,000.00 (change)
 Period of Performance: July 1, 2015 to June 30, 2017 (change)
 Term and Termination: 5 years, 6 months (2015-2020)

Except as provided herein, all terms and conditions of the document referenced in Item 6 A or 10A as heretofore changed, remain unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	ERIPA EAM
15B CONTRACTOR/OFFEROR	15C DATE SIGNED
(Signature of person authorized to sign)	07/01/2016
	15C DATE SIGNED
	07/01/2016

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 of 1			
2 AMENDMENT/MODIFICATION NO M0002		3 EFFECTIVE DATE See Block 10C		4 REQUISITION/PURCHASE REQ NO (XCHG-11-000)		5 PROJECT NO (if applicable)	
6 ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFR-85066 WASHINGTON DC 20545 0001		CODE NRCHQ		7 ADMINISTERED BY (if other than Item 6)		CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No street county State and ZIP Code) CHATTANOOGA CITY OF 101 S 11TH ST STE 612 CHATTANOOGA TN 374024228				(x) 9A AMENDMENT OF SOLICITATION NO			
				9B DATED (SEE ITEM 11)			
				* 10A MODIFICATION OF CONTRACT/ORDER NO NRC-HQ-84 11-N-0005			
				10B DATED (SEE ITEM 13) 08/29/2015			
CODE 043112841		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers: [] is extended [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
2017-XG200-FEEBASED-84-84E001 1201-11-N-157-251E-11-N-157-1201 Net Increase: \$33,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.102(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	FAR 43.231-2, Limitation of Funds

E. IMPORTANT: Contractor [] is not [] is required to sign this document and return _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)
The purpose of this modification is to provide incremental funding in the amount of \$33,000.00, thereby increasing the total obligated amount from \$10,000.00 to \$43,000.00.

All other terms and conditions remain the same.

Total Obligation Authority: \$43,000.00
Funds Available for Obligation: \$43,000.00
Period of Performance: 08/29/2015 to 08/29/2015
Period of Performance: 08/29/2015 to 08/29/2015

Except as provided herein, all the terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B CONTRACTING OFFICER		16B UNITED STATES OF AMERICA	
15C DATE SIGNED		16C DATE SIGNED	
[Signature]		[Signature]	

NSN 7540-01-152-8072
Previous editions unusable

STANDARD FORM 30 (REV. 12-83)
Prescribed by GSA
FAN 45 CFR 53.243

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO H0003	3 EFFECTIVE DATE 07/01/2017	4 REQUISITION/PURCHASE REQ NO ZÉROREQ-OCHCO-17-0054	5 PROJECT NO. (If applicable)
6 ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001	CODE NRCHQ	7 ADMINISTERED BY (If other than Item 6)	CODE
8 NAME AND ADDRESS OF CONTRACTOR (No street, county, State and ZIP Code) CHATTANOOGA CITY OF 101 E 11TH ST STE G13 CHATTANOOGA TN 374024223		(x) 9A AMENDMENT OF SOLICITATION NO	
		9B DATED (SEE ITEM 11)	
		x 10A MODIFICATION OF CONTRACT/ORDER NO NRC-HQ-84-15-C-0005	
		10B DATED (SEE ITEM 13) 06/29/2015	
CODE 043112341	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)

The purpose of this modification is to Exercise Option Year 2, thereby extending the period of performance through June 30, 2018.

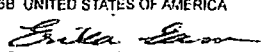
All other terms and conditions remain the same.

Total Obligated Amount: \$103,000.00 (unchanged)
 Exercised Ceiling Amount: \$255,000.00 (changed)
 Period of Performance: July 1, 2015 to June 30, 2018 (changed)

LIST OF CHANGES:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		ERIKA EAM	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)			06/29/2017
		(Signature of Contracting Officer)	

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HRC-HQ-81-11 C-0005/MPLU

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
CHATTANOOGA CITY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Reason for Modification : Exercise an Option Period of Performance: 07/01/2015 to 06/30/2018				