

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OCHCO-21-0010		PAGE OF 1 31		
2. CONTRACT NO. 31310021C0004		3. AWARD/ EFFECTIVE DATE 07/01/2021	4. ORDER NUMBER		5. SOLICITATION NUMBER 31310021R0011		6. SOLICITATION ISSUE DATE 02/09/2021	
7. FOR SOLICITATION INFORMATION CALL		a. NAME JENNIFER DUDEK			b. TELEPHONE NUMBER (No collect calls) 301-415-2257		8. OFFER DUE DATE/LOCAL TIME ES	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				CODE NRCHQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 611430 SIZE STANDARD: \$12.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO NRC TECHNICAL TRAINING CENTER OSBORNE OFFICE CENTER 5746 MARLIN ROAD SUITE 200 CHATTANOOGA TN 37411-5677				CODE TTC	16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001			
17a. CONTRACTOR/ OFFEROR CHATTANOOGA CITY OF ATTN BONNIE WOODWARD-WELLER 101 E 11TH ST ROOM 101 CHATTANOOGA TN 374024201 TELEPHONE NO. 4236437230		CODE 043112341	FACILITY CODE	18a. PAYMENT WILL BE MADE BY FISCAL ACCOUNTING PROGRAM ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 PARKERSBURG WV 26106-1328				CODE NRCPAYMENTS
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	The contractor shall provide services entitled, "Explosives, Weapons, and Response Tactics Training," in accordance with the enclosed Statement of Work. All work will be authorized by the issuance of delivery orders by the NRC Contracting Officer's Representative (COR). Delivery orders shall not exceed the obligated amount. Total Obligated Amount: \$45,000.00 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$255,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 1 _____ 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
				JENNIFER A. DUDEK		07/01/2021		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Total Contract Ceiling Amount: \$255,000.00 Accounting Info: 2021-X0200-FEEBASED-84-84D003-1201-11-N-157-251F-1 1-N-157-1201 Period of Performance: 07/01/2021 to 06/30/2026				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

32e. MA LING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 32g. E-MA I 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 42a. RECEIVED BY (*Print*)
 41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER 41c. DATE 42b. RECEIVED AT (*Location*)
 42c. DATE REC'D (*YY/MM/DD*) 42d. TOTAL CONTAINERS

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B - Continuation Pages**NRC Local Clauses Incorporated by Full Text****B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

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

(b) Summary work description:

The objective of this contract is to support the U.S. Nuclear Regulatory Commission (NRC) in conducting security training courses for NRC personnel, contractors, Agreement State inspectors and certain international students in support of their security inspection duties and responsibilities. The support shall be provided by trained and qualified (certified) instructors/staff with expertise in current weapon systems, tactics, explosives and breaching techniques typically employed by terrorist groups as well as Local Law Enforcement Agencies response protocols associated with NRC licensed facilities.

B.2 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

(a) The ceiling of this contract is \$255,000.00.

(b) The amount presently obligated with respect to this contract is \$45,000.00. 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 Contractor hereunder shall equal the obligated amount, the Contractor 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, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(c) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded contracts.

Other Clauses Incorporated by Full Text**B.3 PRICE/COST SCHEDULE**

Year 1: July 01, 2021 - June 30, 2022

CLIN	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QTY	ESTIMATED TOTAL COST
00001	Task One: S-502: Explosives and Breaching Field Course Support	Class	██████████	1	██████████
00002	Task Two: S-501: Weapons and Tactics Fundamentals Field Course Support	Class	██████████	1	██████████
00003	Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support	Class	██████████	2	██████████

YEAR 1 NOT-TO-EXCEED (NTE) TOTAL	
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Year 2: July 01, 2022 - June 30, 2023

CLIN	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QTY	ESTIMATED TOTAL COST
10001	Task One: S-502: Explosives and Breaching Field Course Support	Class		1	
10002	Task Two: S-501: Weapons and Tactics Fundamentals Field Course Support	Class		1	
10003	Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support	Class		1	
YEAR 2 NOT-TO-EXCEED (NTE) TOTAL					

Year 3: July 01, 2023 - June 30, 2024

CLIN	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QTY	ESTIMATED TOTAL COST
20001	Task One: S-502: Explosives and Breaching Field Course Support	Class		1	
20002	Task Two: S-501: Weapons and Tactics Fundamentals Field Course Support	Class		1	
20003	Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support	Class		1	
YEAR 3 NOT-TO-EXCEED (NTE) TOTAL					

Year 4: July 01, 2024 - June 30, 2025

CLIN	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QTY	ESTIMATED TOTAL COST
30001	Task One: S-502: Explosives and Breaching Field Course Support	Class		1	
30002	Task Two: S-501: Weapons and Tactics Fundamentals Field Course Support	Class		1	
30003	Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support	Class		1	

YEAR 4 NOT-TO-EXCEED (NTE) TOTAL	██████████
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Year 5: July 01, 2025 - June 30, 2026

CLIN	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QTY	ESTIMATED TOTAL COST
40001	Task One: S-502: Explosives and Breaching Field Course Support	Class	██████████	1	██████████
40002	Task Two: S-501: Weapons and Tactics Fundamentals Field Course Support	Class	██████████	1	██████████
40003	Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support	Class	██████████	1	██████████
YEAR 5 NOT-TO-EXCEED (NTE) TOTAL					██████████

TOTAL CONTRACT CEILING	\$ 255,000.00
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C - Contract Clauses

NRC Local Clauses Incorporated by Full Text

C.1 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: N/A.

C.2 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 the Chief Human Capital Officer, under Contract/order number 31310021C0004.

C.3 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.

C.4 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer's Representative (COR):
See Clause C.14 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY.
(OCT 1999) - ALTERNATE I (OCT 1999)

b. Contracting Officer (CO):
Jennifer A. Dudek
11545 Rockville Pike; M/S: T-7B20
Rockville, MD 20852

C.5 PERIOD OF PERFORMANCE

This contract shall commence on July 01, 2021 and will expire on June 30, 2026.

C.6 REGISTRATION IN FEDCONNECT® (MAY 2021)

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

C.7 ELECTRONIC PAYMENT (DEC 2017)

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 Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

C.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

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

1. Course manuals and PowerPoint presentations.
2. Additional live-fire weapon systems, sights, tactical equipment, safety equipment and training aids to include equipment used during Nuclear Regulatory Commission Force on Force exercises such as Multiple Integrated Laser Engagement System (MILES) and/or Svenska Aeroplan Aktie Bolag (SAAB) military defense and security simulation gear.
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:N/A, to contract/agreement number:N/A:

1. N/A
2. N/A
3. N/A

(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.

C.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near 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 . 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 Contracting Officer's Representative's (COR) 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 and submit comments, rebutting statements, or additional information.

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 "Source Selection Information", 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 and 42.1503. 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.

C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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

C.11 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.

C.12 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

NRCAR Clauses Incorporated By Full Text

C.13 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.

(End of Clause)

C.14 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) - ALTERNATE I (OCT 1999)

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

Name: Brad Bergemann
Address: U.S. Nuclear Regulatory Commission
Osborne Office Center, Suite 200
5746 Marlin Road,
Chattanooga, TN 37411-5677
E-Mail: Brad.Bergemann@nrc.gov
Phone: (423) 855-6514

NRC Alternate COR:

Name: Andrea D. True
Address: U.S. Nuclear Regulatory Commission
Osborne Office Center, Suite 200
5746 Marlin Road,
Chattanooga, TN 37411-5677
E-Mail: Andrea.True@nrc.gov
Phone: (423) 855-6675

(b) The COR shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

*To be incorporated into any resultant contract.

(End of Clause)

FAR Clauses Incorporated By Reference

C.15 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

C.16 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

C.17 52.232-22 LIMITATION OF FUNDS. (APR 1984)

C.18 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**FAR Clauses Incorporated By Full Text****C.19 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**

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

(End of clause)

C.20 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018)

(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, 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 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) Removed and reserved.

(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.

(End of clause)

C.21 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2021)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 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 (JUN 2020), 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 (JUN 2020) (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 (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

[] (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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. (JUN 2020) (31 U.S.C. 6101 note).

[] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[] (10) (Reserved)

[] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020) (15 U.S.C. 657a).

[] (ii) Alternate I (MAR 2020) of 52.219-3.

[] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (ii) Alternate I (MAR 2020) of 52.219-4.

[] (13) (Reserved)

[] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-6.

[] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-7.

[] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[] (iii) Alternate II (NOV 2016) of 52.219-9.

[] (iv) Alternate III (JUN 2020) of 52.219-9.

[] (v) Alternate IV (JUN 2020) of 52.219-9.

[] (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (MAR 2020) (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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

(22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

(27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ii) Alternate I (JUL 2014) of 52.222-35.

(32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JUL 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

(ii) *Alternate I* (OCT 2015) of 52.223-13.

(41)(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.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (JAN 2021) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) (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 (JAN 2021) of 52.225-3.
- (iii) Alternate II (JAN 2021) of 52.225-3.
- (iv) Alternate III (JAN 2021) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (51) 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).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(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.

(iii) Alternate II (FEB 2006) 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 (AUG 2018) (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) (AUG 2018) (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) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the

Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) [X] (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
 - [] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

C.22 52.217-6 OPTION FOR INCREASED QUANTITY. (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the contract. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

C.23 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 the period of performance.

(End of clause)

C.24 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): <https://www.acquisition.gov/browse/index/far>

(End of clause)

D - Contract Documents, Exhibits and Attachments

Attachment Number	Title	Date	Number of Pages
1	Attachment 1: Explosives Weapons and Response Tactics Courses Statement of Work	03/24/2021	21
2	Attachment 2: IPP Billing Instructions for Fixed Price Contracts	07/15/2017	2
3	Attachment 3: Liability Waiver and Assumption of Risk Agreement for Range Activities	06/15/2021	2

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Explosives, Weapons, and Response Tactics Training

Contents

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- C.2 Background
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- C.18 Section 508 – Information and Communication Technology Accessibility
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Attachment 1: Explosives and Breaching Field Course Curriculum and Agenda

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

Attachment 3: NRC Materials Control, Security Systems, and Principles Curriculum and Agenda

Attachment 4: Delivery Order Form

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(Completion-type)

C.1 Title of Project

Explosives, Weapons, and Response Tactics Training

C.2 Background

After the September 11, 2001, terrorist attacks, the Nuclear Regulatory Commission (NRC) determined that enhancements needed to be made to physical security at NRC licensed facilities. In addition, NRC personnel, contractors and Agreement State inspectors needed to receive specific physical security training to understand and inspect these enhancements as part of their regulatory duties and responsibilities. Additionally, certain international students needed to enhance their understanding of the NRC inspection program to help their inspectors fulfill specific inspection missions.

To meet these challenges, inspectors must possess and maintain a thorough understanding of the various weapon systems, tactics, explosives and breaching techniques employed by terrorist groups as well as their effects on plant personnel and equipment. Likewise, the inspectors must be familiar with the licensee's integrated response from Local Law Enforcement Agencies (LLEAs) and must be able to assess the survivability of the licensee physical security programs against acts of terrorism to perform their regulatory duties and responsibilities.

C.3 Objective

The objective of this contract is to support the NRC in conducting security training courses for NRC personnel, contractors, Agreement State inspectors and certain international students in support of their security inspection duties and responsibilities. The support shall be provided by trained and qualified (certified) instructors/staff with expertise in current weapon systems, tactics, explosives and breaching techniques typically employed by terrorist groups as well as LLEA response protocols associated with NRC licensed facilities.

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

C.4 Scope of Work/Tasks

The performance of this contract shall be conducted within forty miles of the NRC Technical Training Center (TTC) located in Chattanooga, Tennessee. This allows NRC staff to conduct the required security training that is designated safeguards information (SGI) in an NRC approved SGI classroom at the TTC while remaining near the necessary firearms and explosives range training facilities.

The contractor shall be responsible for providing a firearms and explosives range training facility with a classroom and shall prepare and deliver training on current weapon systems, tactics, explosives, breaching techniques and LLEA response protocols associated with NRC licensed facilities. Additionally, the contractor shall provide the necessary equipment and materials to include weapon systems and ammunition, explosive charges and barrier materials for demonstrating activities associated with defeating physical security systems (barriers) at NRC licensed facilities. The NRC reserves the right to supplement the courses with personnel and equipment to better facilitate conducting the courses, such as a mutual training aid/support agreements/understandings with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). Additionally, the Army Corp of Engineers (at the request of the NRC) may also participate in Task One, if available. Finally, certain portions of each course (i.e., classroom instruction) may be required, in the future, to be developed and delivered separately from the field/range activities through virtual means (i.e., live or recorded) to allow for maximum flexibility and attendance to support current and future NRC security inspector qualification/requalification requirements. Note: The NRC anticipates that any virtual portions of the courses would be developed and delivered at the TTC using TTC technology and assets.

All work required under this contract will be ordered by the NRC Contracting Officer's Representative (COR) by issuance of delivery order; see Attachment 4 for delivery order form.

C.4.1. Task One: S-502: Explosives and Breaching Field Course Support

The contractor shall:

1. Utilize current instructional programs to support the NRC in providing instruction (in-person and virtually) in current explosives and breaching techniques. Attachment 1 delineates the required subjects and suggested timetable 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 shall be sufficient to demonstrate various types and forces of explosives up to 15 pounds of trinitrotoluene (TNT) equivalent. All personnel involved with the instruction shall be certified to handle, use and dispose of such materials.

3. The field/range activities and in-person training portions of the course shall be a minimum of eight (8) hours per day with appropriate breaks as dictated by the instructor(s) or from the natural breaks in the course presentation. The virtual portions of the course shall be a maximum of four (4) hours per day.
4. Support the NRC with preparation, set-up, tear-down and clean-up activities related to execution of course.
5. Support the NRC during the post-course critique for necessary revisions and improvements to instructional content/field activities.

C.4.2. Task Two: S-501: Weapons and Tactics Fundamentals Field Course Support

The contractor shall:

1. Utilize current instructional programs to support the NRC in providing instruction (in-person and virtually) in current weapon systems and tactics. Attachment 2 delineates the required subjects and suggested timetable for this course.
2. Provide a well-equipped training facility capable of supporting the course for up to 35 students. The facility shall be capable of supporting live fire demonstrations as well as Simunitions®, a Firearms Training Simulator (FTS), Multiple Integrated Laser Engagement System (MILES) and/or Svenska Aeroplan Aktie Bolag (SAAB) military defense and security simulation gear. The training facility shall include ranges that support handguns and rifles up to and including .50 caliber with a minimum of 15 positions (lanes) and shooting distance of 100 meters. Courses of fire shall include the following: utilization of cover and concealment; pop-up and/or moving targets; firing through and around obstacles (such as fencing and barriers); stress firing utilizing low light and loud noise from a speaker/stress system; and firing from an elevated position.

The contractor shall supply all necessary semi-automatic firearms and ammunition to complete the course and allow the NRC to supplement the weapons and ammunition if available to include up to fully automatic .50 caliber.

3. The field/range activities and in-person training portions of the course shall be a minimum of eight (8) hours per day with appropriate breaks as dictated by the instructor(s) or from the natural breaks in the course presentation. The virtual portions of the course shall be a maximum of four (4) hours per day.
4. Assist the NRC with preparation, set-up, tear-down and clean-up activities related to execution of course.

5. Assist the NRC during the post-course critique for necessary revisions and improvements to instructional content/field activities.

C.4.3. Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support

The contractor shall:

1. Utilize current instructional programs to support the NRC in providing instruction (in-person and virtually) in response protocols regarding LLEA agreements with NRC licensed facilities. Attachment 3 delineates the required subjects and suggested timetable for this course.
2. Provide a certified member to conduct appropriate training/discussion (in-person or virtually) regarding LLEA response to a Category 1 or 2 Materials licensee for emergencies to include: theft and diversion; integrated response; potential hazards and solutions; approximate response times and number of response personnel; and typical response gear carried.
3. The training/discussion shall be a minimum of one (1) hour and fifteen (15) minutes with appropriate breaks, as necessary. This presentation shall be delivered during the Materials Security, Systems and Principles course (S-201), in the TTC security classroom or through virtual means. This class may be held up to three (3) times per year.
4. Assist the NRC with preparation, set-up, tear-down and clean-up activities related to execution of course, if needed.
5. Assist the NRC during the post-course critique for necessary revisions and improvements to instructional content/field activities.

C.5 Reporting Requirements

None

C.6 List of Deliverables

Section #	Deliverable	Due Date	Format	Submit to
C.4	Task One: S-502: Explosives and Breaching Field Course Support	Mutually agreeable date between NRC and contractor	Classroom/Range and/or virtual presentations and demonstrations	N/A
C.4	Task Two: S-501: Weapons and Tactics Fundamentals Field	Mutually agreeable date between NRC and	Classroom/Range and/or virtual presentations and	N/A

	Course Support	contractor	demonstrations	
C.4	Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support	Mutually agreeable date between NRC and contractor	Classroom and/or virtual presentations and demonstrations	N/A
C.18.4.3	508 general exceptions documentation	When needed, as applicable.	Word or Adobe PDF Document	CO/COR
C.18.6.4	ICT support documentation (alternate formats)	Upon request, as applicable.	Various, as specified in section 602.4 of 36 CFR § 1194.	CO/COR
C.18.6.5	Document Accessibility Checklist	When tested documents are delivered, as applicable.	Word or Adobe PDF Document	CO/COR
C.18.6.6	Communication to ICT users	When needed, as applicable	In accommodation with the communication needs of individuals with disabilities	ICT users

C.7 Required Materials, Facilities, Hardware/Software

The contractor shall provide the following materials, facilities, hardware, or software required for this contract/order:

Task One: S-502: Explosives and Breaching Field Course Support

Trained and certified staff and support personnel to safely prepare, handle, demonstrate and detonate explosives charges and breaches of various types, sizes and weights (minimum of 5 explosive charges and 3 breaches).

Explosives of various types, sizes and weights and associated support materials (e.g, detonation cord, blasting caps, etc.).

Breaching equipment (mechanical) and materials (e.g., turbine grating, piping, door/frame) to demonstrate breaching and the effects.

An approved explosives range capable of handling up to 35 students and detonating explosive charges up to 15 pounds of TNT equivalent.

Safety personnel (medical and firefighting) and associated equipment as needed or required.

Task Two: S-501: Weapons and Tactics Fundamentals Field Course Support

Trained and certified staff for instructing and safely demonstrating proper handling, operation and assembly/disassembly of various weapon systems (rifles and handguns).

Trained and certified staff for instructing and safely demonstrating various tactical movements and techniques (team movements, entering and clearing a room, etc.).

Weapons of various calibers (rifles and handguns) and ammunition as well as sighting systems.

Range equipment (e.g., targets) and training aids (e.g., FTS) with associated hardware/software and equipment required to operate the FTS.

An approved live fire range capable of handling up to 35 students and demonstrating various courses of live fire (e.g., shooting on the move, etc.) as well as various shooting techniques (e.g., shooting from around a barricade, shooting from an elevated position, etc.).

Task Three: S-201: NRC Materials Control, Security Systems, and Principles Course Support

Trained and certified staff member with knowledge of LLEA response procedures regarding general and NRC licensee integrated response protocols.

C.8 Release of Publications

Any documents generated by the contractor under this contract/order shall not be released for publication or dissemination without CO and COR prior written approval.

C.9 Place of Performance

The work to be performed under this contract/order shall be primarily performed at the contractor's range training facility and/or designated classroom. As required above, the contractor's range training facility shall be within forty miles of the NRC TTC located in Chattanooga, Tennessee.

C.10 Recognized Holidays

Not applicable

C.11 Hours of Operation

Not applicable

C.12 Certification and License Requirements

The contractor shall ensure that its employees assigned to this contract/order possess and maintain the following training and/or certifications:

1. Task One: Provide one or more individuals trained and certified to handle, use and dispose of explosive materials (e.g., C-4) and demonstrate various breaching techniques (e.g., mechanical, ballistic and explosive).
2. Task Two: Provide one or more trained and certified firearms/range instructors and/or armorers.
3. Task Three: Provide one or more trained and certified individuals to conduct training/discussion regarding LLEA response to Category 1 and 2 materials licensees, to include: theft and diversion; integrated response plan; potential hazards; response timelines; and response gear utilized.

C.13 Key Personnel and Qualification Requirements

The following positions have been designated as key personnel:

1. Staff member(s) with training and experience with explosives and breaching techniques.
2. Staff member(s) with training and experience with current weapon systems, response tactics and operating a firearms range.
3. Staff member(s) with training and experience with NRC licensee integrated response.

C.14 Contractor Travel

No travel required

C.16 Data Rights

Not applicable

C.17 Incremental Development for Software

Not applicable

C.18 Section 508 – Information and Communication Technology Accessibility

C.18.1 Introduction

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government.

The Standards for Section 508 of the Rehabilitation Act (codified at [36 CFR § 1194](#)) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018.

The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in [40 U.S.C. 11101\(6\)](#)) and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194_main_02.tpl).

C.18.2 General Requirements

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

1. in conformance with, and
2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

C.18.3 Applicable Provisions of the Revised 508 Standards

The following is an outline of the Revised 508 Standards that identifies what provisions are always applicable and which ones may be applicable. If “Maybe” is stated in the table below, then those provisions are applicable only if they are within the scope of this acquisition.

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194
Yes	1. Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
Yes	<ul style="list-style-type: none"> ○ Section 508 Chapter 1: Application and Administration - <i>sets forth general application and administration provisions</i>
Yes	<ul style="list-style-type: none"> ○ Section 508 Chapter 2: Scoping Requirements - <i>containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications)</i>
Maybe	2. Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194
Maybe	<ul style="list-style-type: none"> ○ Chapter 3: Functional Performance Criteria – <i>applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards</i>
Maybe	<ul style="list-style-type: none"> ○ Chapter 4: Hardware
Maybe	<ul style="list-style-type: none"> ○ Chapter 5: Software
Maybe	<ul style="list-style-type: none"> ○ Chapter 6: Support Documentation and Services (<i>applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support</i>) (<u><i>Always applies if Chapters 4 or 5 apply</i></u>)
Yes	<ul style="list-style-type: none"> ○ Chapter 7: Referenced Standards
Maybe	<p>3. <u>Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000</u></p>

Refer to Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.

Section E203.2 applies only to the NRC, except as specified below.

C.18.4 Exceptions

C.18.4.1 Legacy ICT

Unless a deliverable of this contract/order is identified in this contract/order as Legacy ICT, use by the Contractor of the *Legacy ICT* general exception (section E202.2 of 36 CFR § 1194) shall only be permitted on a case-by-case basis for applicable legacy ICT and with advance written approval from the COR.

C.18.4.2 Undue Burden

The *Undue Burden* general exception (section E202.6 of 36 CFR § 1194) is not expected to be applicable to work performed by the Contractor. If there are questions about potential application of this exception please discuss with the CO.

C.18.4.3 Fundamental Alteration or Best Meets

If the Contractor wishes to use the *Fundamental Alteration* (section E202.6 of 36 CFR § 1194) or *Best Meets* (section E202.7 of 36 CFR § 1194) general exceptions the Contractor shall do the following:

1. provide the COR with information necessary to support the agency's documentation requirements, as identified in sections E202.6.2 and E202.7.1 of 36 CFR § 1194, respectively
2. request and obtain written approval from the COR for development and/or use, as applicable to the scope of the contract/order, of an alternative means for providing individuals with disabilities access to and use of the information and data, as specified in sections E202.6.3 and E202.7.2 of 36 CFR § 1194, respectively.

C.18.4.4 National Security Systems

Based on the definition at [40 U.S.C. 11103\(a\)](#), the *National Security Systems* general exception (section E202.3 of 36 CFR § 1194) is not applicable to this contract/order.

C.18.4.5 ICT Functions Located in Maintenance or Monitoring Spaces

The Contractor shall confirm with the COR that an ICT deliverable of this contract/order will be located in maintenance or monitoring spaces before assuming that the *ICT Functions Located in Maintenance or Monitoring Spaces* general exception (section E202.5 of 36 CFR § 1194) applies.

Note that this exception does not apply to features of the ICT (such as Web interfaces) that can be accessed remotely, outside the maintenance or monitoring space where the ICT is located.

C.18.5 Additional Requirements

C.18.5.1 Notification Due to Impact from NRC Policies, Procedures, Tools and/or ICT Infrastructure

If and when 1) the Contractor is dependent upon NRC policies, procedures, tools and/or ICT infrastructure for Revised-508-Standards-conformant delivery of any of the products or services under this acquisition, and 2) the Contractor is aware that conformance of products or services will be negatively impacted by capability gaps in NRC policies, procedures, tools and/or ICT infrastructure, the Contractor shall inform the COR so that the NRC can both be aware and take corrective action.

C.18.5.2 Accessibility of Electronic Content

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order:

1. If a deliverable is in the form of an Adobe Portable Document Format (PDF) file and is either Public Facing or Agency Official Communication (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1)
2. Unless the Contractor requests and obtains advance written approval from the COR for

a specific deliverable or class of deliverables, the contractor shall ensure that

- a. deliverables that are not Public Facing and not Agency Official Communication (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194
- b. deliverables that are in the form of PDF files, are not Public Facing and are not Agency Official Communication (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).

C.18.5.3 Other

It is desirable that the Contractor address the applicable provisions of the Revised 508 Standards throughout product and service lifecycles rather than only performing a conformance check toward the end of a process.

If and when the Contractor provides custom ICT development services pursuant to this acquisition, the Contractor shall ensure the ICT products and services fully support the applicable provisions of the Revised 508 Standards prior to delivery and before final acceptance.

If and when the Contractor provides installation, configuration or integration services for ICT products (equipment and/or software) pursuant to this acquisition, the Contractor shall not install, configure or integrate the ICT equipment and software in a way that reduces the level of conformance with the applicable provisions of the Revised 508 Standards.

If and when the scope of this contract/order includes work by the Contractor to collect, directly from NRC employees or the Public, requirements for the procurement, development, maintenance or use of ICT the Contractor shall identify the needs of users with disabilities in conformance to section E203.2.

C.18.6 ICT Accessibility Deliverables

The Contractor shall provide the following ICT accessibility deliverables, when within the scope of this contract/order.

C.18.6.1 Accessibility Conformance Report (ACR)

This report shall be submitted for ICT products, systems or application deliverables. A written ACR shall be based on the Voluntary Product Accessibility Template (VPAT), as specified at <https://www.itic.org/policy/accessibility/vpat> or provide equivalent information. This report has the purpose to document the state of conformance to the Revised 508 Standards for the subject product, system or application.

C.18.6.2 Supplemental Accessibility Report (SAR)

This report shall be submitted for ICT products, systems or application deliverables that have been custom developed or integrated by the Contractor to meet contract/order requirements. A written SAR shall contain:

- a) Description of evaluation methods used to produce the ACR, to demonstrate due diligence in supporting conformance claims;
- b) Information on core functions that can't be used by persons with disabilities; and,
- c) Information on how to configure and install the ICT item to support accessibility

C.18.6.3 ICT Support Documentation

This documentation shall be submitted for ICT products, systems or application deliverables. The support documentation shall include:

- a) Documentation of features that help achieve accessibility and compatibility with assistive technology for persons with disabilities (as required by section 602 of 36 CFR § 1194);
- b) For authoring tools that generate content (documents, reports, videos, multimedia, web content, etc.): Information on how the tool enables the creation of accessible electronic content that conforms to the Revised 508 Standards (see section 504 of 36 CFR § 1194), including the range of accessible user interface elements the tool can create;
- c) For platform software (as defined in section E103.4 of 36 CFR § 1194) and software tools that are provided by a platform developer: Documentation on the set of accessibility services that support applications running on the platform to interoperate with assistive technology, as required by section 502.3 of 36 CFR § 1194.

C.18.6.4 ICT Support Documentation (Alternate Formats)

Upon request, alternate formats for non-electronic support documentation shall be provided (as required by section 602.4 of 36 CFR § 1194).

C.18.6.5 Document Accessibility Checklist

This checklist shall be submitted for ICT electronic content deliverables that are documents (as defined in section E103 of 36 CFR § 1194), if the requirement is specified elsewhere in this acquisition that testing be performed. A completed checklist summarising the subject document's state of conformance to the applicable WCAG 2.0 Level A and AA Success Criteria (as referenced in section E205.4 and 702.10 of 36 CFR § 1194) and, for PDF files, ISO 14289-1 (PDF/UA-1).

C.18.6.6 Communication to ICT Users

When the Contractor is providing ICT support services (including, but not limited to help desks, call centers, training services, and automated self-service technical support), any communication to ICT users shall accommodate the communication needs of individuals with disabilities (see section 603.3 of 36 CFR § 1194) and include information on accessibility and compatibility features (see 603.2 of 36 CFR § 1194).

C.19 Applicable Publications (Current Editions)

Not Applicable

C.20 Security Requirements

Any instruction/materials provided by the contractor for this contract will be unclassified and not controlled by NRC safeguards requirements. Additionally, no NRC security clearance is required by the contractor to conduct these courses.

ATTACHMENT 1

S-502: Explosives and Breaching Field Course

This course provides lecture, hands-on training and demonstrations on explosives and breaching techniques utilized by adversarial groups. It allows students to observe the effects of various quantities of explosives and types of charges in a controlled setting. This instruction also introduces students to basic methods and tools used to accomplish mechanical breaching of protective barriers. The ATF and the Army Corp of Engineers may provide additional support to the training if available. Curriculum can be revised at the need of the NRC. Note: Certain portions of the training (i.e., lectures) may be developed and delivered virtually (live or recorded) at other dates and times from the scheduled field/range activities.

Duration of course: Not to exceed three (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 Improvised Explosive Devices (IEDs)
 - Linear charges (various)
 - Line shape charges
 - Explosively Formed Penetrator
 - Basic IED and vehicle borne IED construction, 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 materials
- Review consequences of debris
- Review stand-off distances
- Recognize different methods of calculating barrier capabilities
- Identification of tools for explosive/mechanical breaching
- Selection of breaching methods for the following barriers:
 - Piping (Various gauges)
 - Common industrial doors
 - Fencing
 - Concertina/razor ribbon
 - Facility flooring

Course Agenda
 (subject to change)

Time	Day 1	Day 2	Day 3
7:30 AM	Start	Start	Start
7:45 AM			
8:00 AM	Module 1: Introduction	Module 6: Threat Matrix	Module 9: Barriers and Breaching
8:15 AM			
8:30 AM			
8:45 AM			
9:00 AM			
9:15 AM			
9:30 AM			
9:45 AM	Module 2: Design Basis Threat		
10:00 AM			
10:15 AM	Break	Break	Break
10:30 AM	Module 3: Explosive Theory and Effects	Module 7: Scene Mitigation and Consequence Management	Module 10: Blast Effects
10:45 AM			
11:00 AM			
11:15 AM			
11:30 AM			
11:45 AM			
12:00 PM			
12:15 PM			
12:30 PM			
12:45 PM			
1:00 PM	Module 4: Improvised and Home-Made Explosives	Module 8: Safety Brief, Explosive Demonstrations and Post-Blast Exercise	Module 11: Safety Brief, Breaching Demonstrations and Device Reconstruction
1:15 PM			
1:30 PM			
1:45 PM			
2:00 PM			
2:15 PM			
2:30 PM			
2:45 PM	Module 5: Pre-Blast Exercise		
3:00 PM			
3:15 PM			
3:30 PM			
3:45 PM			
4:00 PM			
4:15 PM			
4:30 PM	End	End	End

ATTACHMENT 2

S-501: Weapons and Tactics Fundamentals Field Course

This course serves to provide students familiarity (classroom and hands-on) with the various firearms utilized at NRC licensed and international nuclear facilities as well as those employed by current adversarial forces. Training will be provided on handguns, shotguns, rifles and machineguns of various calibers. Safe handling, care, maintenance and malfunctions of these weapons along with basic marksmanship techniques will be covered. The ATF may provide additional support to the training if available. Curriculum can be revised at the need of NRC. Note: Certain portions of the training (i.e., lectures) may be developed and delivered virtually (live or recorded) at other dates and times from the scheduled field/range activities.

Duration: Not to exceed four (4) days

Curriculum:

- Fundamentals of marksmanship
- Zeroing procedures
- Basic ballistics
- Range safety to include range operating procedures and rules
- Disassembly and re-assembly with various weapon systems
- Weapon maintenance and troubleshooting
- Weapon system instruction and firing demos with the following or similar:
 - Handguns – such as Glock, Smith & Wesson, etc. (9mm - .45)
 - Shotguns – such as Remington, Winchester, etc. (12 gauge)
 - Rifles – AR-15, AK-47, SKS, precision bolt-actions (.223 - .50), etc. Should include various types of sighting systems, such as scopes, optics, illuminators, night-vision and thermal imaging
 - Machine-guns – such as MP5, AK-47, M-4, etc.
- Shooting from an elevated position; at night; and with smoke/visual impairments.
- Demonstrate individual/team tactics, techniques and procedures used to protect NRC licensed facilities from well trained terrorist threats as described in Title 10 of the *Code of Federal Regulations* 73.1.
- Demonstrate the capabilities and limitations of MILES/SAAB equipment (NRC provided).
- Demonstrate the typical equipment used by nuclear security or special weapons and tactics officers.
- Demonstrate close quarters battle and response techniques.
- Demonstrate use of vehicles (approach, deployment, cover, etc.)
- Demonstrate the capabilities and limitations of a FTS. if available.

Course Agenda
(subject to change)

Time	Day 1	Day 2	Day 3	Day 4
7:30 AM	Start	Start	Start	Start
7:45 AM				
8:00 AM	Module 1: Introduction Module 2: Design Basis Threat	Module 6: Weapon Systems Familiarization	Module 6: (continued)	Module 7: Reduced Lighting Familiarization
8:15 AM				
8:30 AM				
8:45 AM				
9:00 AM				
9:15 AM				
9:30 AM				
9:45 AM	Break	Break	Break	Break
10:00 AM				
10:15 AM				
10:30 AM				
10:45 AM				
11:00 AM				
11:15 AM				
11:30 AM	Module 3: Introduction to Weapon Systems	Module 6: (continued)	Module 6: (continued)	Module 8: MILES/SAAB Familiarization
11:45 AM				
12:00 PM				
12:15 PM				
12:30 PM				
12:45 PM				
1:00 PM				
1:15 PM				
1:30 PM				
1:45 PM				
2:00 PM				
2:15 PM				
2:30 PM				
2:45 PM	Module 10 Tactical Exercises and Drills			
3:00 PM				
3:15 PM				
3:30 PM				
3:45 PM				
4:00 PM				
4:15 PM				
4:30 PM	End	End	End	End

ATTACHMENT 3

S-201: NRC Materials Control, Security Systems, and Principles

This course serves to provide NRC, Agreement State, and International Students 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 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.

Module 14: Response (Module to be instructed by LLEA)

- Learning Objectives:
 - Present the basic concepts and principles of response force deployment in a physical security environment.
 - Understand the role of the response force and LLEA in a physical security 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

Note: Certain portions of the training (i.e., lectures) may be developed and delivered virtually (live or recorded).

Course Agenda
(subject to change)

Time	Day 1	Day 2	Day 3	Day 4	Day 5
7:30 AM	Start	Start	Start	Start	Start
7:45 AM					
8:00 AM	Module 1: Introduction	Module 8: Intrusion Detection Systems	Exercise 3: Security Zones	Module 16: Performance Inspections (continued)	Lab: CS Lab
8:15 AM					
8:30 AM	Module 2: Threats and Malicious uses of RAM	Module 9: Entry Control	Lab: Cameras		
8:45 AM					
9:00 AM					
9:15 AM					
9:30 AM	Break	Break	Break	Break	Break
9:45 AM					
10:00 AM	Module 3: Introduction to Part 37	Exercise 2: Sensor Placement	Module 13: Physical Protection in Transit	Exercise 5: Inspection Scenarios	Course Review and Exam
10:15 AM					
10:30 AM	Module 4: Background Investigations and Access Control	Module 10: Assessment			
10:45 AM					
11:00 AM					
11:15 AM	Lunch	Lunch	Lunch	Lunch	Course Closeout: Summary and Evaluations
11:30 AM					
11:45 AM					
12:00 PM					
12:15 PM	Exercise 1: Access Authorization	Lab: Entry Control and IDS	Module 14: Response	Course Tour	
12:30 PM					
12:45 PM	Module 5: Physical Protection Requirements During Use		Module 15: GTRI		
1:00 PM					
1:15 PM	Break	Break	Break		
1:30 PM					
1:45 PM	Module 6: Security Program	Module 11: Alarm Communication and Display	Exercise 4: Risk Significant Quantities		
2:00 PM					
2:15 PM	Module 7: Critical Components of Physical Protection System	Module 12: Access Delay	Module 16: Performance Inspections		
2:30 PM					
2:45 PM	End	End	End	End	
3:00 PM					
3:15 PM	End	End	End	End	
3:30 PM					
3:45 PM	End	End	End	End	
4:00 PM					
4:15 PM	End	End	End	End	
4:30 PM					



CONTRACT NO. 31310021C0004
ATTACHMENT NO. 1

ATTACHMENT NO. 4 – DELIVERY ORDER FORM

US Nuclear Regulatory Commission DELIVERY ORDER FORM Contract No. 31310021C0004				
1. Date	2. Delivery Order Number	3. Delivery Order Title		
4. NRC Contracting Officer's Representative (COR)		5. E-mail Address	6. Phone Number	
7. NRC Alternate COR		8. E-mail Address	9. Phone Number	
NRC Provided Materials				
10. Documents/Materials Provided:				
Delivery Order Schedule				
	11. Required Task Completion Date	12. Deliverable Due Dates	13. CLIN	14. Price (per contract schedule of supplies/services)
Task:	Start: Complete:			
Task:	Start: Complete:			
Task:	Start: Complete:			
15. Total Cost				\$
Acknowledgment and Acceptance of Delivery Order				
Signature and Title - Contractor			Date	
Signature - NRC Contracting Officer's Representative			Date	

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

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 the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP 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.

Electronic Invoice/Voucher Submissions: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) through the Invoice Processing Platform (IPP) at www.ipp.gov.

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 \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

Agency Payment Office: Payment will 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.

Supporting Documentation: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

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 (JAN 2015).

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.

**LIABILITY WAIVER AND ASSUMPTION OF RISK AGREEMENT FOR
RANGE ACTIVITIES WHILE ATTENDING THE EXPLOSIVES AND WEAPONS FIELD TRAINING
COURSES**

It is the intent of this document to summarize the risks involved in the attendance of range activities conducted by the Chattanooga Police Department (CPD) and to explain the limits of liability that you would be providing to the City of Chattanooga (hereafter referred to as the City) which is the Service Provider for the range activities.

I understand there are risks and dangers that exist at the CPD range during the Explosives and Weapons Field Training courses. The risks may include but are not limited to activities associated with: demonstrations with explosives, live fire weapons and breaching techniques; use of Multiple Integrated Laser Engagement Systems or Svenska Aeroplan Aktie Bolag military defense and security simulation gear; tactical demonstrations; moving across uneven terrain, and non-training activities such as adverse weather conditions. I understand that these activities could result in physical and/or emotional injury, sickness or death or damage to my property. I understand that such risks cannot be eliminated without impacting range activities and demonstrations. I also state there is no medical reason which would prohibit me from participating in the range activities.

I understand that attendance in the activities is purely voluntary.

I understand that by signing this waiver I voluntarily agree not to sue nor bring any legal action against the City and any of its employees and I further prohibit anyone from initiating a suit or legal action against the City or any of its employees on my behalf for any and all actions of any nature whatsoever which may occur as a result of the range activities conducted.

I understand that by signing this waiver, I am relinquishing any right that I might have to sue the City or any of its employees because of my attendance at the range. If I or anyone on my behalf should attempt to bring a suit against the City or any of its employees, I will be required to reimburse the City for any and all expenses incurred as a result of the suit which I have initiated or was initiated on my behalf.

I expressly agree that this waiver is intended to be as broad as is permitted by the laws of the State of Tennessee. I further agree that if any provision of this agreement is held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect.

I hereby acknowledge and agree that I have had sufficient opportunity to read the entire document. I fully understand its terms and understand that I am giving up substantial legal rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. This instrument binds the undersigned and his/her executors, administrators, assignees, or heirs.

I understand that I may withdraw my consent to attend the range activities at any time by notifying any member of the instructor staff. I further understand that such withdrawal of consent will require my exclusion from any and all further range activities, however, I will be provided with alternative classroom activities. I also agree there is no medical reason which would prohibit me from participating in the field activities in this course.

For Federal Employees and Military Personnel Only - To the extent that I am a federal employee or military member attending the range activities under official orders or duty status, I acknowledge that the sole remedy for any injuries or death will be, respectively, the Federal Employees Compensation Act (FECA) at 5 U.S.C. Section 8102 or the Federal Tort Claims Act (FTCA), 28 U.S.C. Section 1346 et. seq., that any relief will lie solely against the Federal Government vice any individuals, and that any relief may be barred in toto by the application of the FTCA.

Signature of Participant

Legible Printed Name

Date

(CONTINUED ON BACK)

RULES OF BEHAVIOR DURING RANGE ACTIVITIES

I understand that attending range activities constitutes my involvement in a very hazardous and dangerous activity with the accompanying risks of personal injury or death and loss or damage to personal property.

I agree that I will always abide by all City of Chattanooga Police Department range rules and procedures.

I agree to do everything in my power to ensure my own safety. I agree to follow all instructions given by instructors immediately. However, if I have any reservations about any of the instructions, I shall, while maintaining safety for myself and others, immediately notify an instructor of such. I may choose NOT to participate in any activity that I deem unsafe. I additionally acknowledge that the instructors may, at any time, make a judgment call such as but not limited to safety, disorderly conduct, or acting in an unprofessional manner. Should I fail to correct my actions after being warned, the instructors may use their own discretion and determine whether I may continue with the range activities or have my participation terminated. Upon termination, I understand that I must leave the course/facility immediately.

I agree that at any time, if I am not capable, whether physically/mentally challenged in completing the required demands and/or functions of the course, I am required to immediately advise the instructors. I agree to perform the techniques taught at no greater speed or force level than I am comfortable with and competent at. I shall perform only those techniques taught by the instructors and shall not improvise additional techniques on my own during the course. I agree that the instructors have no responsibility to accommodate my requests or change the instruction of the course.

I shall immediately notify an instructor of any injury that I receive or if I observe injury to any other participant.

I agree to make every effort to make the training area safe. However, should I become aware of any potentially unsafe aspect of the range facilities, including unsafe behavior of other participants; I agree to immediately notify the instructors.

Signature of Participant

Legible Printed Name

Date