

RESOLUTION NO. 26101

A RESOLUTION AUTHORIZING THE CHIEF OF THE CHATTANOOGA POLICE DEPARTMENT TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH THE U.S. NUCLEAR REGULATORY COMMISSION ("NRC") FOR THE NRC TO USE CHATTANOOGA POLICE DEPARTMENT FACILITIES TO PROVIDE TRAINING COURSES FOR NRC PERSONNEL AND CONTRACTORS, FOR AN AMOUNT PAYABLE TO THE CITY OF CHATTANOOGA OF FORTY THOUSAND FOUR HUNDRED AND FIFTY DOLLARS (\$40,450.00) ANNUALLY, THE AGREEMENT BEING ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Chief of the Chattanooga Police Department be and is hereby authorized to enter into a five (5) year Agreement with the U.S. Nuclear Regulatory Commission ("NRC") for the NRC to use Chattanooga Police Department Facilities to provide training courses for NRC Personnel and contractors, for an amount payable to the City of Chattanooga in the first year of the Agreement of \$40,450.00 annually, the agreement being attached hereto and incorporated herein by reference.

ADOPTED: October 13, 2009

CRF/kac/mms

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (October 2003)**

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

**Number of Copies:** An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/Invoices shall be submitted to the following address:  
U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer  
Administrative Services Center  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

**HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North - Mail Room  
11555 Rockville Pike  
Rockville, MD 20852

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS**

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

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

specified in the contract.

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

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

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

<b>AWARD/CONTRACT</b>	<b>1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)</b>	RATING N/A	PAGE OF PAGES 1   29
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-09-713	3. EFFECTIVE DATE See Block 19c.	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 38-09-713	

5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M  Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  Chattanooga, City of Attn: Freeman Cooper 100 E 11 <sup>th</sup> Street Chattanooga, TN 37402-4223	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	

CODE 043112341	FACILITY CODE	12. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission  Washington DC 20555	CODE	CODE 3100

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1 )	14. ACCOUNTING AND APPROPRIATION DATA 9-8415-122114 R8431 252A 31x0200 DUNS: Obligate \$80,900.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The City of Chattanooga shall provide the U.S. Nuclear Regulatory Commission with the services contained in the statement of work and in accordance with the terms and conditions of this contract.				

**15G. TOTAL AMOUNT OF CONTRACT**

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

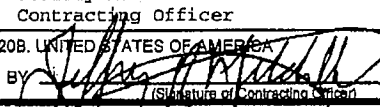
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Jeffrey R. Mitchell Contracting Officer
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED 9/11/2009

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## PART I - THE SCHEDULE

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## B.1 PRICE/COST SCHEDULE

## BASE YEAR

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

## OPTION YEAR 1

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

## OPTION YEAR 2

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

## OPTION YEAR 3

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

## OPTION YEAR 4

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

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

The title of this project is as follows:

EXPLOSIVES AND WEAPONS FIELD COURSES

**B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)**

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

Definitions:

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

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

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

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

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

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

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

**B. OBJECTIVE**

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

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

**C. SCOPE OF WORK**

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

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

The performing organization shall:

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

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

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



**Contractor Acquired Materials:**

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

**NRC Furnished Materials:**

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

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

**Requirement:**

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

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

**Contractor Acquired Materials:**

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

**NRC Furnished Materials:**

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

**D. DELIVERABLES/DUE DATES**

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

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

**E. PLACE OF PERFORMANCE**

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

**F. PERIOD OF PERFORMANCE**

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

**G. PARTICIPATION**

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

**H. TECHNICAL REPORTING REQUIREMENTS**

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

**I. DISTRIBUTION OF DELIVERABLES**

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

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

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

**J. ATTACHMENTS**

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

**K. WAIVER OF LIABILITY**

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

## ATTACHMENT 1

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

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

**Type:**

NRC/Contractor Field Course

**Duration:**

Not to exceed four (4) days

**Curriculum:**

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

- Selection of breaching methods for the following barriers:
  - Piping (Various gages)
  - Common industrial doors
  - Fencing
  - Concertina/razor ribbon
  - Facility flooring

Section C

Example Course Agenda  
Explosives, Blast Effects and Breaching Field Course

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

## ATTACHMENT 2

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

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

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

**Type:**

NRC/Contractor Field Course

**Duration:**

Not to exceed five (5) days

**Curriculum**

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

Example Course Agenda  
Weapons and Tactics Field Course

Time	Monday	Tuesday	Wednesday	Thursday	Friday
7:00 AM					
7:45 AM					
8:00 AM	Module 1 Course Administration & Introduction (TTC)				
8:15 AM					
8:45 AM					
9:00 AM	Module 2 Design Basis Threat Review (TTC) NRC provided				
9:15 AM					
9:30 AM					
9:45 AM					
10:00 AM					
10:15 AM					
10:30 AM	Welcome & Introduction				
10:45 AM					
11:00 AM					
11:15 AM	Module 3 Fundamentals of Marksmanship				
11:30 AM					
11:45 AM					
12:00 PM					
12:15 PM					
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12:45 PM					
1:00 PM					
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1:30 PM	Module 4 Basic Ballistic Theory				
1:45 PM					
2:00 PM					
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4:00 PM	Module 5 Weapons Range Operations & Safety				
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**SECTION D - PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING (MAR 1987)**

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



**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

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

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

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

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

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

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

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

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Frank Pavlechko

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

Telephone Number: 423-855-6506

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

\*To be incorporated into any resultant contract

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

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

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

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

**H.3 SEAT BELTS**

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

**H.4 Annual and Final Contractor Performance Evaluations**

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

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

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

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

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

### **H.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

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

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

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

### **H.6 Impossibility of Performance**

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

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

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Employees

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**I.5 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**

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

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

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

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

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

(c) Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Records.

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

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

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

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

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

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

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

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

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

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

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

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

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

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

(p) Contractor's Certification.

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

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

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

Employee Class

Monetary Wage-Fringe Benefits

#### **1.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

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





UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D.C. 20555-0001

September 11, 2009

Chattanooga, City of  
Attn: Crystal Freiberg  
100 E 11<sup>th</sup> Street  
Chattanooga, TN 37402-4223

SUBJECT: CONTRACT NO. NRC-38-09-713, ENTITLED "EXPLOSIVES AND WEAPONS  
FILED COURSES"

Dear Mrs. Freiberg:

Enclosed for your review and signature is one presigned copy of the subject contract. If you agree with the provisions contained therein, please sign the subject contract and return to me via email, [Jeffrey.Mitchell@nrc.gov](mailto:Jeffrey.Mitchell@nrc.gov).

Mr. Franck Pavlechko has been designated to serve as Project Officer under this contract and may be reached at (423) 855-6506. The Project Officer's responsibilities and extent of authority are contained in Section G of the contract.

Jeffrey R. Mitchell is the Contract Specialist for the contract. If you have any questions regarding the subject contract, please contact him at (301) 492-3639 or [Jeffrey.Mitchell@nrc.gov](mailto:Jeffrey.Mitchell@nrc.gov).

In addition, the Inspector General has requested that we provide each contractor with a hotline poster. The hotline poster was developed to provide a mechanism for reporting fraud, waste, and abuse within NRC's programs and its contracts operations. Please display the enclosed poster in a conspicuous area within your place of business. If you have multiple offices, please contact the OIG at (301) 415-5914 for additional posters.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey R. Mitchell". The signature is written in a cursive style with a large, sweeping flourish at the end.

Jeffrey R. Mitchell, Contracting Officer  
Contract Management Branch No. 4  
Division of Contracts

Enclosure: NRC-38-09-713