

FOIA/PA NO: 2016-0376

RECORDS BEING RELEASED IN THEIR ENTIRETY

IAA Number NRC-R2-92-13-10000 -0000- 000
GT&C # Order # Amendment/Mod #

FMS Form 7600A
8-10

United States Government
Interagency Agreement (IAA) - Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number NRC-R2-92-13-10000 - 0000 - 000

GT&C #

Order # Amendment/Mod #

9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)

(Optional for Assisted Acquisitions)

Direct Cost	\$2,744,956.00
Overhead Fees & Charges	\$0.00
Total Estimated Amount	\$2,744,956.00

Provide a general explanation of the Overhead Fees & Charges
This is an estimate of security guard services for one (1) base year plus four (4) option years. FY2013 - \$ 467,901.13 FY2016 - \$ 589,422.58
FY2014 - \$ 505,333.22 FY2017 - \$ 636,581.70
FY2015 - \$ 545,717.37
Total Estimated Cost: \$2,744,956

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

b. Servicing Agency's Authority (Check One)

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)

See Determination of Findings (Attachment B).

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)

N/A

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13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).
N/A

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.) NRC Funding Code is: 3100

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

30

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)
Not Applicable

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)
Not Applicable

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)
Not Applicable

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20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)
 Not Applicable

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)
 The IAA amounts reflect FPS estimates beginning October 1, 2012-September 30, 2013. The IAA estimated cost may change based on NRC and FPS requirements and contract escalation cost(s).

22. Annual Review of IAA

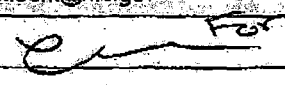

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23. Requesting Agency		Servicing Agency
Name	Glenn G. Trent	King E. Cooper
Title	Director, RI/DRMA	Chief, Mission Support Branch
Telephone Number(s)	(404) 997-4800	(404) 893-1513
Fax Number	(404) 997-4909	
Email Address	glenn.trent@nrc.gov	king.cooper@dhs.gov
SIGNATURE		
Approval Date	11/9/12	11/09/2012

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
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IAA Number NRC-R2-92-12-10000

- 000

Servicing Agency's Agreement

GT&C #

Order #

Amendment/Mod #

Tracking Number (Optional)

R0413FRM2X13

PRIMARY ORGANIZATION/OFFICE INFORMATION

24.	Requesting Agency	Servicing Agency
Primary Organization/Office Name	Nuclear Regulatory Commission	Department of Homeland Security Federal Protective Services
Responsible Organization/Office Address	245 Peachtree Center Avenue, Suite 1200, Atlanta, GA 30303	180 Spring Street, Suite 530, SW Atlanta, GA 30303

ORDER/REQUIREMENTS INFORMATION

25. Order Action (Check One)

☒ **New** Total Estimated Cost is: **\$2,744,956** Obligated by this action: **\$467,901.13**

☐ **Modification (Mod)** – List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line. As a result of this mod the following Order blocks change:

For an incrementally funded Order: Total Estimated Cost of \$ remains unchanged or is increased/decreased by \$ to \$ and Total Funds Obligated of \$ remains unchanged or is decreased or increased by \$ to \$

☐ **Cancellation** – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.

26. Funding Modification Summary by Line	Line #	Line #	Line #	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$467,901.13	\$	\$	\$	\$467,901.13
Cumulative Funding Changes From Prior Mods (addition (+) or reduction (-))	\$	\$	\$	\$	\$0.00
Funding Change for This Mod	\$	\$	\$	\$	\$0.00
TOTAL Modified Obligation	\$467,901.13	\$0.00	\$0.00	\$0.00	\$467,901.13
Total Advance Amount (-)	\$	\$	\$	\$	\$0.00
Net Modified Amount Due	\$467,901.13	\$0.00	\$0.00	\$0.00	\$467,901.13

27. Performance Period

Start Date

10-01-2012

End Date

09-30-2017

For a performance period mod, insert the start and end dates that reflect the new performance period.

MM-DD-YYYY

MM-DD-YYYY

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Servicing Agency's Agreement

Tracking Number (Optional)

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28. Order Line/Funding Information			Line Number	
Requesting Agency Funding Information			Servicing Agency Funding Information	
ALC	31000001			
Treasury Agency Code	31			
Trading Partner Code	3100			
TAS	X0200			
BETC	N/A			
Object Class Code (Optional)	2360			
BPN	040535809			
BPN - 4 (Optional)	N/A			
Additional Accounting Classification/Information (Optional)	FAIMIS RQ# 13XXXX D9202/2013-92-51-F-170			
Requesting Agency Funding Expiration Date No Year Fund MM-DD-YYYY			Requesting Agency Funding Cancellation Date MM-DD-YYYY	
Project Number & Title				
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.) See Statement of Work (Attachment A)				
North American Industry Classification System (NAICS) Number (Optional)				
Breakdown of Reimbursable Line Costs			OR Breakdown of Assisted Acquisition Line Cost	
Unit of Measure			Contract Cost	\$
Quantity	Unit Price	Total	Servicing Fees	\$
1	\$467,901.13	\$467,901.13	Total Obligated Cost	\$0.00
Overhead Fees & Charges		\$	Advance for Line (-)	\$
Total Line Amount Obligated		\$467,901.13	Net Total Cost	\$0.00
Advance Line Amount (-)			Assisted Acquisition Servicing Fees Explanation	
Net Line Amount Due		\$467,901.13		
Type of Service Requirements				
<input type="checkbox"/> Severable Service <input type="checkbox"/> Non-severable Service <input checked="" type="checkbox"/> Not Applicable				

FMS Form 7600B

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DEPARTMENT OF THE TREASURY
 FINANCIAL MANAGEMENT SERVICE

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Interagency Agreement (IAA) – Agreement Between Federal Agencies
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IAA Number NRC-R2-92-12-10000 - 000 Servicing Agency's Agreement
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29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C.)

Total Advance Amount for the Order \$ 0.00 [All Order Line advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue)

- ☐ Straight-line – Provide amount to be accrued \$ 0.00 and Number of Months
- ☐ Accrual Per Work Completed – Identify the accounting posting period:
- ☐ Monthly per work completed & invoiced
- ☐ Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed.

30. Total Net Order Amount: \$ 467,901.13

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total.]

31. Attachments (State or list attachments.)

☐ Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

☐ Other Attachments (Optional)

BILLING & PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]

If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).

- ☐ Requesting Agency Initiated IPAC ☒ Servicing Agency Initiated IPAC
- ☐ Charge Card ☐ Other – Explain other payment method and reasoning.

33. Billing Frequency (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

- ☒ Monthly ☐ Quarterly ☐ Other Billing Frequency (include explanation)

34. Payment Terms (Check One)

IPAC

- ☐ 7 days ☒ Other Payment Terms (include explanation):

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IAA Number NRC-R2-92-12-10000 - 000 Servicing Agency's Agreement
 GT&C # Order # Amendment/Mod # Tracking Number (Optional) R0413FRM2X13

35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.)
 Not Applicable

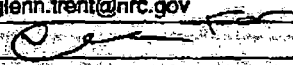

36. Delivery/Shipping Information for Products (Optional)

Agency Name	
Point of Contact (POC) Name & Title	
POC Email Address	
Delivery Address /Room Number	
POC Telephone Number	
Special Shipping Information	

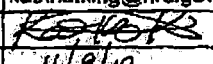
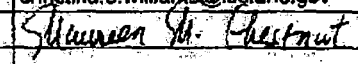
APPROVALS AND CONTACT INFORMATION

37. PROGRAM OFFICIALS

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name	Glenn Trent	King E. Cooper
Title	Director, RII/DRMA	Director, NPP-FPS
Telephone Number	(404) 997-4800	(404) 893-1513
Fax Number		
Email Address	glenn.trent@nrc.gov	king.cooper@ice.dhs.gov
SIGNATURE		
Date Signed	11/9/12	11/6/2012

38. FUNDING OFFICIALS - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name	Katrina KB King	Christina E. Williams
Title	Budget Analyst	Lead Budget Analyst
Telephone Number	(404) 997-4811	(404) 893-1520
Fax Number	(404) 997-4906	
Email Address	katrina.king@nrc.gov	christina.e.williams@ice.dhs.gov
SIGNATURE		
Date Signed	11/9/12	

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Servicing Agency's Agreement

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CONTACT INFORMATION

FINANCE OFFICE Points of Contact (POCs)

The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.

39.	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name	Department of Interior/NBC/Renee Gallardo	Department of Homeland Security
Title	NRCIPAC_NBCDenver@nbc.gov	U.S. Immigration and Custom Enforcement
Office Address	7301 W. Mansfield Avenue Denver, CO 80235-2230	P.O. Box 5000 Williston, VT 05495
Telephone Number	(303) 969-5570	(802) 288-7718
Fax Number	(303) 969-5151	(802) 288-1229
Email Address	Renee_M_Gallardo@nbc.gov	Daniel.J.Tarracciano@ice.dhs.gov
Signature & Date (Optional)		

40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)

This may include CONTRACTING Office Points of Contact (POCs).

	Requesting Agency	Servicing Agency
Name	Katrina KB King	Cyndra Patrick
Title	Funds Certification Official	Budget Analyst
Office Address	This certifies that \$ 529836.34 are available in the current Fiscal Year allotment for this Order or Mod	180 Spring Street, Suite 530, SW Atlanta, GA 30303
Telephone Number		(404) 893-1596
Fax Number	(404) 997-4906	
Email Address	katrina.king@nrc.gov	cyndra.w.patrick@ice.dhs.gov
Signature & Date (Optional)	<i>[Signature]</i>	<i>[Signature]</i> 11/9/2012
Name	Clinton D. McGill	Sherry Butler
Title	Branch Chief, Contracting Officer	Program Specialist
Office Address	245 Peachtree Center Ave., Suite 1200, Atlanta, GA 30303	180 Spring Street, Suite 530, SW Atlanta, GA 30303
Telephone Number	(404) 997-4808	(404) 893-1525
Fax Number	(404) 997-4906	
Email Address	clinton.mcgill@nrc.gov	sherry.butler@associates.dhs.gov
Signature & Date (Optional)	<i>[Signature]</i>	<i>[Signature]</i> 11/9/2012
Name	Sean Flynn	Anthony Leaphart
Title	Project Officer	Contracting Officer Representative
Office Address	245 Peachtree Center Ave., Suite 1200, Atlanta, GA 30303	180 Spring Street, Suite 530, SW Atlanta, GA 30303
Telephone Number	(404) 997-4838	(404) 893-1587
Fax Number	(404) 997-4906	
Email Address	sean.flynn@nrc.gov	anthony.t.leaphart@dhs.gov
Signature & Date (Optional)	<i>[Signature]</i>	<i>[Signature]</i> 11/9/2012

INTERAGENCY AGREEMENT		1. IAA NO NRC-92-91-11-1-100/M000		PAGE 1		OF 1	
2. ORDER NO		3. REQUISITION NO 92-14-001		4. SOLICITATION NO			
5. EFFECTIVE DATE 12/04/2013		6. AWARD DATE 12/04/2013		7. PERIOD OF PERFORMANCE 10/01/2012 TO 09/30/2017			
8. SERVING AGENCY DEPARTMENT OF HOMELAND SECURITY DHS A/C: DUNS: 130111646-4: NA		9. DELIVER TO US NRC REGION 17 MARQUIS ONE TOWER 145 PEACHTREE CENTER AVE NE SUITE 1200 ATLANTA GA 30303					
POC TELEPHONE NO		10. REQUESTING AGENCY NRC A/C: DUNS: 130111646-4: NRC					
POC TELEPHONE NO		11. INVOICE OFFICE NUCLEAR REGULATORY COMMISSION 15 WHITE PLANT NORTH 1555 ROCKVILLE PIKE MAILSTOP 03-E1VA ROCKVILLE MD 20852-0716					
12. ISSUING OFFICE US NRC REGION 17 REGIONAL OFFICE		13. LEGISLATIVE AUTHORITY Economy Act					
14. PROJECT ID		15. PROJECT TITLE					
16. ACCOUNTING DATA							
See Schedule							
17. ITEM NO		18. SUPPLIES/SERVICES		19. QUANTITY		20. UNIT	
21. UNIT PRICE		22. AMOUNT					
NRC-92-91-11-1-0000		Master IAA: N/A					
LIST OF CHANGES:							
Total Amount for this Modification: \$0.00							
New Total Amount for this Version: \$0,111,154.87							
New Total Amount for this Award: \$0,744,376.11							
Obligated Amount for this Modification:							
\$0.00							
New Total Obligated Amount for this Award:							
\$0,744,376.11							
CHANGES FOR LINE ITEM NUMBER: 3500							
Total Amount changed:							
Continued ...							
23. PAYMENT PROVISIONS				24. TOTAL AMOUNT \$479,541.84			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)				25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)			
25d. NAME AND TITLE		25e. DATE		25c. CONTRACTING OFFICER LEANN TRENT		26c. DATE 12/04/2013	

DELIVERY LOCATION: NRCBQ

Amount received from \$2,277,054.87 to \$1,737,111.15

REMARKS: SEE LINE ITEM NUMBER: 9500

Total Amount changed

2007 32% 374.91 to \$1,797,513.03

DELIVERY LOCATION: NPCHO

Expenditures increased from \$2,277,054.87 to \$2,377,512.36

Charge Item 09500 to read as follows (amount shown
is the allocated amount):

03500

Maximum Flood Ceiling Available as of 10/1/78

Line Item: \$1,791,613.03

Interest on Bonded Amount: \$0.00

Reference: Transaction Code: NRCHQ

13 FEDERAL REGULATORY COMMISSION-

WALL TRAINING CENTER

435: 4. LING BROOK PARKWAY

WST-25852-USA

Doc. 1074. 82, 797, 413.03

January 10, 1964

104-8967N-80-000000-00-0-000-000000-0000

2022.06.02

Losses are as follows:

09501

2014-15 Applications for FY14 Option year 1

Delivery Location Code: RG2

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

LEAFHILLS AND TOWERS

CALIFORNIA CENTER AVENUE NE SOUTH 1211

EF 444 26 10303 USA

Summa: 275,341.84

Answer: 1000000

2025 RELEASE UNDER E.O. 14176

Page 4: 84 2,541.84

Reported at Performance: 10/01/2013 to 09/30/2014

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUESTION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

MODIFICATION

08/11/2014

NRC-R2-14-0036

6. ISSUED BY

CODE

RGC

7. ADMINISTERED BY (If other than Item 6)

CODE

US NRC REGION III
REGIONAL OFFICE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

IX. 9A. AMENDMENT OF SOLICITATION NO.

DEPARTMENT OF HOMELAND SECURITY
ATTN: PENCE MIYAK
NA

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-R2-13-1-0000

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

08/20/14

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT. ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, expiration date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

D. OTHER (Specify type of modification and authority)

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

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

NRC-R2-14-0036

Master IAA: N/A

LIST OF CHANGES:

Alternate CCF (Last, First) changed to: Travis, Darrell

Period of Performance: 10/01/2012 to 09/30/2017

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

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

VANESSA A. LAMB

15B. CONTRACTOR OFFEROR

15C. DATE SIGNED

15C. DATE SIGNED

Signature of Contractor authorized to sign

Vanessa A. Lamb

08 11 2014

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 12-83)
Prescribed by GSA
FAR (48 CFR) 53.243

INTERAGENCY AGREEMENT		1. IAA NO	PAGE 1 OF 1	
2. ORDER NO		3. REQUISITION NO		4. SOLICITATION NO
5. EFFECTIVE DATE 10/01/2014		6. AWARD DATE 09/09/2014		7. PERIOD OF PERFORMANCE 10/01/2012 TO 09/30/2015
8. SERVICING AGENCY DEPARTMENT OF HOMELAND SECURITY DHS		9. DELIVER TO		
ADD: DUNS: 131111446 +4: NA				
POC: CARLIE KOWAK TELEPHONE NO:				
10. REQUESTING AGENCY NRC		11. INVOICE OFFICE NUCLEAR REGULATORY COMMISSION 100 WHITE FLINT NORTH		
ADD: DUNS: 131111446 +4: NRC				
POC: N/A TELEPHONE NO:				
12. ISSUING OFFICE US NUCLEAR REGIONAL OFFICE		13. LEGISLATIVE AUTHORITY Economy Act		
		14. PROJECT ID		
		15. PROJECT TITLE		
16. ACCOUNTING DATA See schedule				
17. ITEM NO	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE
	NRC-01-02-01-1-0000 IEF0001-PSC-14-C076 Master IAA: N/A LIST OF CHANGES: The purpose of this modification is to exercise option year 1 for guard services for FY 15 subject to funds availability. Period of Performance : 10/01/2014 to 09/30/2015 CXP: Cristobal Andrews (404) 997-1630			
23. PAYMENT PROVISIONS		24. TOTAL AMOUNT \$0.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)		25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)		
25d. NAME AND TITLE	25c. DATE	25e. CONTRACTING OFFICER JLENN TRENT		25f. DATE 09/09/2014

INTERAGENCY AGREEMENT		IAA NO	PAGE	OF
2 ORDER NO		3 REQUISITION NO	4 SOLICITATION NO	
5 EFFECTIVE DATE		6 AWARD DATE	7 PERIOD OF PERFORMANCE	
10/07/2014		11/27/2014	10/01/2013 TO 09/30/2017	
8 SERVING AGENCY		9 DELIVER TO		
DEPARTMENT OF HOMELAND SECURITY DHS		Multiple Destinations		
ALC:				
DUNS: 13011446 -4:				
NA				
<p>POC: LAURIE NEWARK</p> <p>TELEPHONE NO:</p>				
10 REQUESTING AGENCY		11 INVOICE OFFICE		
NRCHC		US NUCLEAR REGULATORY COMMISSION		
ALC:		124 WHITE FLINT NORTH		
DUNS: 13011446 -4:		11885 ROCKVILLE PIKE		
NRCHC		HILLSTOP 03-417A		
		FITCHVILLE MD 20842-2718		
<p>POC: NEDRA</p> <p>TELEPHONE NO:</p>				
12 ISSUING OFFICE		13 LEGISLATIVE AUTHORITY		
US NRC REGION 03		ECONOMY ACT		
REGIONAL OFFICE				
14 PROJECT ID				
15 PROJECT TITLE				
16 ACCOUNTING DATA				
See Schedule				
17 ITEM NO	18 SUPPLIES/SERVICES	19 QUANTITY	20 UNIT	21 UNIT PRICE
	NRC-FI-02-11-I-0000			
	Master AA: N/A			
	The purpose of this modification is to add funding for FY 13 Option period 2 for guard services.			
	LIST OF CHANGES:			
	New Total Amount for this Version: \$1, 000, 000			
	New Total Amount for this Award: \$3, 744, 336			
	Obligated Amount for this Modification:			
	\$4, 744, 336			
	New Total Obligated Amount for this Award:			
	Continued ...			
23 PAYMENT PROVISIONS		24 TOTAL AMOUNT		
		\$497, 117.53		
25a SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)		25b SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)		
26a NAME AND TITLE	26c DATE	26b CONTRACTING OFFICER	26d DATE	
		JOHN TRENT	10/27/2014	

Delivery Location Code: BGP
OF NEW YORK
MARQUEE ONE TOWER
440 BROOKLYN CENTER AVENUE NE SUITE 1111
ATLANTA GA 30309 USA
Tel: 404 525 1111

AAAND

ORDER NO

PAGE

OF

NEC-71-40-1-1-2000/M0004

Amended: 84, 04.29

Amended Info:

111-K7000-FKMSASFC-92-910099-81 H-111-1111-1022

Amended: 84, 04.29

Period of Performance: 10/01/2014 to 12/31/2015

PIF: 10-stm.co Andrews (404) 997-4830

INTERAGENCY AGREEMENT		1. IA AND NRC-RC-21-13-E-10/MC003		PAGE 1 OF 1	
2. ORDER NO.		3. REQUESTION NO.		4. SOLICITATION NO.	
5. EFFECTIVE DATE 08/10/2015		6. AWARD DATE 08/10/2015		7. PERIOD OF PERFORMANCE 08/01/2012 TO 09/30/2017	
8. SERVICE AGENCY DEPARTMENT OF HOMELAND SECURITY DHS AIC: DUNS: 13111144-14 NA		9. DELIVER TO			
POC: LAMAR M. WAX TELEPHONE NO.		11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION ONE WHITE PLANT NORTH			
10. REQUESTING AGENCY NRC AIC: DUNS: 13111144-14 NRC		12. ISSUING OFFICE US NRC REGION 11 REGIONAL OFFICE			
13. ACCOUNTING DATA See Schedule		14. PROJECT ID			
15. PROJECT TITLE		16. PROJECT ID			
17. ITEM NO.		18. SUPPLIES/SERVICES		19. QUANTITY	20. UNIT
NRC-RC-21-13-E-10000		Master: IAA: N/A			
For purpose of this modification (A):		Contracting Officer Representative changed			
to: KENNETH M. ANDREWS		to: SEAN M. FLYNN			
Alternate COR (Last, First) changed to: Eric,		Christopher			
continued ...					
23. PAYMENT PROVISIONS		24. TOTAL AMOUNT \$0.00			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)		25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)			
25c. NAME AND TITLE		25d. DATE			
25e. CONTRACTING OFFICER		25f. DATE			
ANTHONY P. MCGILL		08/10/2015			

INTERAGENCY AGREEMENT		1. IAA NO NRC-92-92-I-110/M0006		PAGE 1 OF 1	
2. ORDER NO		3. REQUISITION NO R2-16-21		4. SOLICITATION NO	
5. EFFECTIVE DATE 10/1/2011		6. AWARD DATE 10/30/2011		7. PERIOD OF PERFORMANCE 10/01/2012 TO 09/30/2017	
8. SERVICING AGENCY DEPARTMENT OF HOMELAND SECURITY DHS AIC: DUNS: 130111446-41 NA		9. DELIVER TO Multiple Destinations			
POC LARRY KOWAK TELEPHONE NO					
10. REQUESTING AGENCY NRCHE AIC: DUNS: 130111446-41 NRCHE		11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION ONE WAITY FLINT NORTH 11555 ROCKVILLE PIKE HAILSTOP 03 F17A ROCKVILLE MD 20852-2733			
POC NRCHE TELEPHONE NO					
12. ISSUING OFFICE US NRC REGIONAL REGIONAL OFFICE		13. LEGISLATIVE AUTHORITY			
		14. PROJECT ID			
		15. PROJECT TITLE			
16. ACCOUNTING DATA See Schedule					
17. ITEM NO	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	NRC-92-92-I-0000 Master IAA: N/A LIST OF CHANGES: The purpose of this modification is to exercise option year 3 for guard services for F17A. CDR: Sean Flynn (404) 997-4838 Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$1,233,412.83 New Total Amount for this Award: \$2,744,956.11 Continued ...				
23. PAYMENT PROVISIONS		24. TOTAL AMOUNT \$503,412.83			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)		25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)			
25b. NAME AND TITLE		25c. DATE		25d. CONTRACTING OFFICER BRIAN TRENT	
				25e. DATE 10/2/2015	

NRC-RF-01-13-1-0000000000

	<p>Unliquidated Amount for this Modification: \$177,411.83</p> <p>New Total Unliquidated Amount for this Award: \$1,347,173.91</p> <p>Contracting Officer changed from DITTON D. MCGILL</p> <p>to: BLANK TRENT</p> <p>CHANGES FOR LINE ITEM NUMBER: 0900</p> <p>Total Amount changed from \$1,123,791.53 to \$796,382.70</p> <p>CHANGES FOR DELIVERY LOCATION: NRC HQ</p> <p>Amount changed from \$1,299,795.53 to \$796,382.70</p> <p>Change Item 0900 to read as follows (amount shown is the released amount):</p> <p>090000 Unliquidated Billing Available as of 10/1/11 1.00</p> <p>1.00 Item Billings \$796,382.70</p> <p>1.00 Financially Funded Amount: \$0.00</p> <p>Delivery Location Code: NRC HQ</p> <p>US NUCLEAR REGULATORY COMMISSION-</p> <p>MAIL PROCESSING CENTER</p> <p>498. BILLING BROOK PARKWAY</p> <p>POTOMAC MD 20852 USA</p> <p>Amount: \$796,382.70</p> <p>Agency Info:</p> <p>000-000000-00-0-000-000000-1</p> <p>Funded: \$0.00</p> <p>0</p> <p>Add Item 0900 as follows:</p> <p>NRC-RF-01-13-1-0000 - NRC/DHS IAA - RECEIVING P&S</p> <p>EXPENSES for Region II</p> <p>090004 NRC-RF-01-13-1-0000 - NRC/DHS IAA - RECEIVING P&S 177,411.83</p> <p>EXPENSES for Region II for FY2016</p> <p>Delivery Location Code: R62</p> <p>US NRC REGION II</p> <p>MARLBOROUGH TOWER</p> <p>14. PEACHTREE CENTER AVENUE NE SUITE 1101</p> <p>ATLANTA GA 30303 USA</p> <p>Amount: \$177,411.83</p> <p>Continued...</p>			
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IAAND

ORDER NO

PAGE

OF

NRC-PI-21-11-E-001 /M0001

1

3

Accounting Info:

2014-XXXXX PERBASND-90-910099-PI-P 111-1111-112A

Amount: 6503,412.69

Period of Performance: 10/01/2015 to 12/31/2016

INTERAGENCY AGREEMENT		1. IAA NO. NRC-HQ-13-E-10-0020/M0003		PAGE 1 OF 3	
2. ORDER NO.		3. REQUISITION NO.		4. SOLICITATION NO.	
5. EFFECTIVE DATE See Block 26c		6. AWARD DATE 11/17/2015		7. PERIOD OF PERFORMANCE 10/01/2013 TO 03/31/2019	
8. SERVICING AGENCY DEPARTMENT OF HOMELAND SECURITY DHS ALC: DUNS: 965566644 +4: NA POC: Alonso Pointer TELEPHONE NO. 202-245-2386		9. DELIVER TO			
10. REQUESTING AGENCY NRCHQ ALC: DUNS: 965566644 +4: NRCHQ ROCKVILLE MD 20852 POC: Denis Brady TELEPHONE NO. 301-415-7056		11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP C3-E17A NRCIPACRESOURCE.NRC.GOV ROCKVILLE MD 20852-2738			
12. ISSUING OFFICE US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFX-05-C64MP WASHINGTON DC 20555-0001		13. LEGISLATIVE AUTHORITY Economy Act			
		14. PROJECT ID			
		15. PROJECT TITLE GUARD TAS HOURS			
16. ACCOUNTING DATA See Schedule					
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	<p>The purpose of this modification is to add a new (Security Work Authorization) SWA form that covers FY 16 (10/1/2015 - 09/30/2016) for TAS hours for all NRC Headquarter Buildings.</p> <p>See attached for the SWA form.</p> <p>Current Obligated Amount: \$820,000 Ceiling Amount: \$9,261,538.00 Master IAA: N/A LIST OF CHANGES:</p>				
23. PAYMENT PROVISIONS		24. TOTAL AMOUNT \$0.00			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)		25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)			
25b. NAME AND TITLE	25c. DATE	25b. CONTRACTING OFFICER DANIEL APP		25c. DATE 11/17/2015	

INTERAGENCY AGREEMENT		1. IAA NO NRC-HQ-13-T-10-0723/M0002		PAGE OF	
2. ORDER NO		3. REQUISITION NO		4. SOLICITATION NO	
5. EFFECTIVE DATE 09/21/2015		6. AWARD DATE 09/21/2015		7. PERIOD OF PERFORMANCE 10/01/2013 TO 03/31/2019	
8. SERVICING AGENCY DEPARTMENT OF HOMELAND SECURITY DHS AIC: DUNS: 965566644 +4: NA POC: Alonso Pointer TELEPHONE NO. 202-245-2886		9. DELIVER TO			
10. REQUESTING AGENCY NRCHQ AIC: DUNS: 965566644 +4: NRCHQ ROCKVILLE MD 20852 POC: Denis Brady TELEPHONE NO 301-415-7056		11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 1555 ROCKVILLE PIKE HALLSTOP 03-E17A NRCIPACRESOURCECENRCGOV ROCKVILLE MD 20852-2738			
12. ISSUING OFFICE US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WEN-15-C64MP WASHINGTON DC 20555-0001		13. LEGISLATIVE AUTHORITY Economy Act			
		14. PROJECT ID			
		15. PROJECT TITLE GUARD TAS HOURS			
16. ACCOUNTING DATA See Schedule					
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	The purpose of this modification is to acknowledge that the current (Security Work Authorization)SWA form for TAS hours for all NRC Headquarter Buildings is valid for FY 16, 10/1/2015 - 09/30/2016. Current Obligated Amount: \$820,000 Ceiling Amount: \$9,261,538.00 Master IAA: N/A LIST OF CHANGES: Update IAAhttps				
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$0.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)			25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)		
25b. NAME AND TITLE		25c. DATE	25d. CONTRACTING OFFICER DANIEL APP		25e. DATE 09/21/2015

INTERAGENCY AGREEMENT		1. IAA NO. NRC-HQ-13-I-10-0020/M0001		PAGE 1		OF 3	
2. ORDER NO.		3. REQUESTION NO.		4. SOLICITATION NO.			
5. EFFECTIVE DATE 09/16/2014		6. AWARD DATE 09/16/2014		7. PERIOD OF PERFORMANCE 10/01/2013 TO 03/31/2019			
8. SERVICING AGENCY DEPARTMENT OF HOMELAND SECURITY DHS ALC: DUNS: 965566644 +4: NA				9. DELIVER TO			
10. REQUESTING AGENCY NRCHO ALC: DUNS: 965566644 +4: NRCHO ROCKVILLE MD 20852				11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A NRCIPACRESOURCENRCGOV ROCKVILLE MD 20852 2738			
12. ISSUING OFFICE US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001				13. LEGISLATIVE AUTHORITY Economy Act			
				14. PROJECT ID			
				15. PROJECT TITLE GUARD TAS HOURS			
16. ACCOUNTING DATA D2370/2013-40-S1-F-170/253A							
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	The purpose of this modification is to: 1. Change the COR from Gary Simpler to Denis Brady (Email: Denis.Brady@nrc.gov, Phone: 301-415-7056) 2. Remove the SWA for the 21 Church Street building since all fixed post guard costs are paid through the rent, which only leaves an SWA for TAS hours under this IAA. 3. Attach a new SWA for TAS hours for all NRC Headquarter Buildings for FY 15, 10/1/2014 - 09/30/2015. Continued ...						
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$0.00				
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING) <i>Tom Jackson</i>				25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING) <i>Daniel App</i>			
25c. NAME AND TITLE Tom Jackson, Budget				25d. CONTRACTING OFFICER DANIEL APP			
25e. DATE 9/16/14				25f. DATE 09/16/2014			

Current Obligated Amount: \$820,000

Bidding Amount: \$9,261,538.00

Master -AA: N/A

List of CHANGES:

remove church street building and update SWA

NRC FORM 662 (03-2007)		U.S. NUCLEAR REGULATORY COMMISSION		1. DATE OF ISSUE NRC-HQ-13-I-10-0020		2. AGREEMENT NUMBER NRC-HQ-13-I-10-0020		3. MOD NO		
AWARD OF INTERAGENCY AGREEMENT				4. AGENCY LOCATOR NO. 31000001		5. B & R NUMBER 2013-40-51-F-170				
6. ISSUED BY: U.S. Nuclear Regulatory Commission Division of Contracts Attn: Daniel App, Contract Specialist, 301-287-0939 Mail Stop: 3WFN05C64MP Washington, D.C. 20555				7. JOB CODE D2370		8. APPROPRIATION SYMBOL 31X0200				
PROJECT MANAGER Gary Simpler, 301-415-5002, Gary.Simpler@nrc.gov				9. BOC 253A		10. DOCUMENT IDENTIFICATION NUMBER RPPA:ADM-13-553 FAIMIS:133703				
				11. NAME AND ADDRESS OF SERVICING AGENCY National Protection & Programs 245 Murray Lane SW, Stop 410 Washington, DC 20528						
12. JOB CODE/TITLE Guard Service TAS Hours for all NRC Headquarter Buildings				13. AGREEMENT PERFORMANCE PERIOD BEGIN 10/01/2013		END 03/31/2019				
14. OBLIGATION/AVAILABILITY PROVIDED BY										
A. THIS ACTION:						\$ 820,000.00				
B. TOTAL PLACED PRIOR TO THIS ACTION WITH THE PERFORMING ORGANIZATION UNDER THIS JOB CODE FOR THIS FISCAL YEAR						\$ 0.00				
C. TOTAL ORDERS TO DATE FOR THIS JOB CODE FOR THIS FISCAL YEAR						\$ 820,000.00				
D. TOTAL ORDERS TO DATE FOR THIS AGREEMENT						\$ 820,000.00				
15. ATTACHMENTS THE FOLLOWING ATTACHMENTS ARE MADE A PART OF THIS AGREEMENT <input checked="" type="checkbox"/> STATEMENT OF WORK <input type="checkbox"/> ADDITIONAL TERMS AND CONDITIONS <input checked="" type="checkbox"/> OTHER (Specify) SWA (Security Work Authorization)					16. SECURITY <input type="checkbox"/> WORK ON THIS AGREEMENT INVOLVES CLASSIFIED INFORMATION <input type="checkbox"/> WORK ON THIS AGREEMENT INVOLVES SENSITIVE UNCLASSIFIED INFORMATION <input checked="" type="checkbox"/> WORK ON THIS AGREEMENT IS UNCLASSIFIED AND NOT SENSITIVE					
17. FEE BILLABLE UNDER 10 CFR PART 170 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										
18. REMARKS Attached is one SWA for TAS hours for guards at all NRC Headquarters locations and a second SWA for fixed post guard costs at NRC's Church Street Building. The rest of the fixed post guard costs for the NRC's other four buildings will be billed through DHS's Federal Protective Service Security Bill. The period of performance 10/1/2013 - 3/31/2019 is inclusive of a Base and 4 option periods.										
19. AUTHORITY TO ENTER INTO INTERAGENCY AGREEMENT (Check only one) <input type="checkbox"/> ENERGY REORGANIZATION ACT OF 1974, AS AMENDED <input checked="" type="checkbox"/> THE ECONOMY ACT OF 1932 <input type="checkbox"/> THE CLINGER-COHEN ACT OF 1996										
20. ADVANCE PAYMENT <input checked="" type="checkbox"/> IS NOT AUTHORIZED <input type="checkbox"/> IS AUTHORIZED (Requires approval by Director, DFS/OCFO)										
21. ESTIMATED COST FOR FULL PERFORMANCE OF THIS AGREEMENT										
FY	2014	FY	2015	FY	2016	FY	2017	FY	2018	TOTAL
\$	1,683,916.00	\$	1,683,916.00	\$	1,683,916.00	\$	1,683,916.00	\$	2,525,874.00	\$ 9,261,538.00
22. CERTIFICATION OF FUNDS										
This certifies that funds in the amount cited in Block 14.A. are available in the current fiscal year allowance for work authorized by this agreement.										
FUNDS CERTIFICATION OFFICIAL (Typed Name) Patti Humphreys					SIGNATURE <i>Patti Humphreys</i>			DATE 9/25/13		
23. SIGNATURES										
NRC ISSUING AUTHORITY (Typed Name and Title) Monique B. Williams					SIGNATURE <i>Monique B. Williams</i>			DATE 9/25/2013		
SERVICING AGENCY OFFICIAL/DESIGNEE (Typed Name and Title) <i>[Signature]</i>					SIGNATURE			DATE		

NRC FORM 562 (03-2007)		U.S. NUCLEAR REGULATORY COMMISSION AWARD OF INTERAGENCY AGREEMENT		AGREEMENT NUMBER NRC-HQ-13-I-10-0020	3. MOD NO.
---------------------------	--	---	--	---	------------

NRC CONTACTS TECHNICAL:					
FULL NAME Gary Simpler			ADDRESS U.S. Nuclear Regulatory Commission ADM DFS/FSB Mail Stop: T6-E20 Washington, D.C. 20555		
TELEPHONE NUMBER (301) 415-5002		FACSIMILE NUMBER			
E-MAIL ADDRESS Gary.Simpler@nrc.gov					

ADMINISTRATIVE:					
FULL NAME Daniel App			ADDRESS U.S. Nuclear Regulatory Commission ADM DC Mail Stop: 3WFN05C64MP Washington, D.C. 20555		
TELEPHONE NUMBER (301) 287-0939		FACSIMILE NUMBER			
E-MAIL ADDRESS Daniel.App@nrc.gov					

OTHER AGENCY'S CONTACTS TECHNICAL:					
FULL NAME NA			ADDRESS		
TELEPHONE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS					

ADMINISTRATIVE:					
FULL NAME Victor Gooding			ADDRESS		
TELEPHONE NUMBER (202) 345-7772		FACSIMILE NUMBER			
E-MAIL ADDRESS Victor.T.Gooding@hq.dhs.gov					

BILLING INFORMATION: To receive reimbursement under this agreement, forward to NRC on a (check one)					
<input checked="" type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> other basis, an original and three copies of Standard Form 1081 in accordance with the Treasury Fiscal Requirements Manual, Bulletin No. 78-09, or, if possible, bill monthly through the OPAC system. Send reimbursement requests to the following address: <div style="margin-left: 100px;"> Payment Policy and Obligations Team Mail Stop: T-9-F30 Division of Financial Services Office of the Chief Financial Officer U.S. Nuclear Regulatory Commission Washington, DC 20555-0001 </div>					
Any NRC funds remaining unexpended at the end of a fiscal year may be carried over into future fiscal years unless otherwise notified by NRC.					

REPORTING REQUIREMENTS: Submit reports to the NRC in accordance with the statement of work. Submit financial status reports on a (check one):					
<input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> other basis. These reports shall contain a brief letter status report which summarizes the expenditure of NRC funds. This report shall address the following categories, as applicable: (1) staff effort; (2) travel; (3) equipment and supplies; and (4) subcontract costs. Each report shall include by category: (a) costs for the previous month; (b) cumulative costs and uncosted obligations to date; and (c) projections for the remainder of the NRC obligated funds. The first monthly report shall provide the initial projections, and subsequent reports shall either indicate revised projections or indicate "no change in the cost and uncosted expenditure projection." Submit these reports to the NRC Technical Contact by the 20th day of the month following the reporting period.					

TERMINATING THE AGREEMENT: This agreement may be unilaterally terminated by either party generally upon '30 days' written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.					
--	--	--	--	--	--

SECURITY WORK AUTHORIZATION			1. DATE OF REQUEST		2. SWA AGREEMENT NUMBER (FPS 57/7) R1114FNWHG14	
3A. NAME OF AGENCY Nuclear Regulatory Commission			4. WORK SITE (Primary worksite) 11555 Rockville Pike Rockville, Maryland			
3B. AGENCY/CUSTOMER BPN/DUNS NUMBER 040535809						
3C. AGENCY CUSTOMER ORDER NUMBER						
3A. AGENCY Gary Simpler						
5B. CONTACT'S		AREA CODE 301	PHONE NUMBER 415-5002		5E. CONTACT ADDRESS 11555 Rockville Pike Rockville, Maryland	
5C. CONTACT'S E-MAIL ADDRESS Gary.Simpler@NRC.GOV						
5D. CONTACT'S		AREA CODE 202 301	PHONE NUMBER 415-5332			
6. DESCRIPTION OF REQUESTED WORK: FY14 T&S SERV DES (Bridges, MD1885, MD0264, MD1266, MD1534) 4 MD0193						
CHECK AS APPROPRIATE			9. REQUESTED WORK DATES		10. AGENCY BOAC CODE 3100	
<input type="checkbox"/> 7 PLANS ATTACHED			A. START 10/1/2013			
<input checked="" type="checkbox"/> 8 MODIFICATION			B. COMPLETION 5/30/2014			
12A. BILLING TYPE 12B. BILLING TERMS		15. AGENCY CERTIFIED AMT 1,060,000.00		11A. AGENCY FINANCE BILLING ADDRESS U.S. Nuclear Regulatory Commission		
IPAC				11B. STREET ADDRESS 11555 Rockville Pike		
CUSTOMER IPAC/ COLLECTION INFORMATION				MS 03 ENA		
14A. AGENCY LOCATION CODE 31		14B. ESN 133703		11C. CITY Rockville		11D. STATE MD
14C. REQUISITION ID 3 X0200		14D. T.A.S. 2013		11E. ZIP CODE 20852-3738		
14E. FISCAL YEAR 2013		14F. BEIC DSS		15A. CREDIT CARD NUMBER		
14G. AGENCY ACCOUNTING OBLIGATION DATA (Limited to 136 Characters) D2370 2013 40-51-F-70 253A				15B. EXP DATE		
15A. CERTIFYING OFFICIAL'S SIGNATURE Patricia Thompson			16B. DATE 9/23/13		15C. TYPE OF CARD	
16C. NAME OF SIGNER (Type or Print) Patricia Thompson			16D. CERTIFYING OFFICIAL'S PHONE NUMBER		15D. CARD HOLDER'S NAME	
			AREA CODE 301		PHONE NUMBER 287-9287	
			EX			
FOR FEDERAL PROTECTIVE SERVICE USE ONLY						
17. BR EF PROJECT DESCRIPTION (Limited to 25 Characters)			18. FPS'S BUDGET PROJECT FPW3WHG		19. STAR TASK CODE 000	
20. ACTION (Check One) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE <input type="checkbox"/> COMPLETE						
21A. ORGANIZATION CODE		21B. BUILDING NUMBER		21C. PROGRAM ELEMENT		21D. COG
2-71-200-30-00-00-00		MD0199		40-10-22-000		GE-25-1F-00
2-71-200-30-00-00-00		MD0199		40-10-21-000		GE-25-1F-00
21F. GRAND TOTAL						\$1,060,000.00
22A. FPS APPROVING OFFICIAL'S SIGNATURE Toni Jackson			22B. DATE 9/23/13		22C. TELEPHONE NUMBER	
22D. E-MAIL ADDRESS Toni.Jackson@dhs.gov			AREA CODE 202		NUMBER 245-2453	
22E. SIGNER'S NAME (Type or Print)			22F. SELLER/FPS BPN/DUNS NUMBER			
23A. CERTIFICATE OF COMPLETION SIGNATURE			23B. SIGNER'S NAME (Type or Print)		23C. COMPLETION DATE	
24A. RECEIVED DATE			24B. REJECTED DATE		24C. ACCEPTED DATE	

SECURITY WORK AUTHORIZATION			1. DATE OF REQUEST		2. SWA AGREEMENT NUMBER (FPS Use only) R11 14FRA 4	
3A. NAME OF AGENCY Nuclear Regulatory Commission			4. WORK SITE (Primary worksite): 21 Church Street Rockville, MD			
3B. AGENCY/CUSTOMER BPN/DUNS NUMBER 0405 35809						
3C. AGENCY CUSTOMER ORDER NUMBER						
5A. AGENCY Gary Simpler						
5B. CONTACT'S		AREA CODE 301	PHONE NUMBER 415-5002	5E. CONTACT ADDRESS 11555 Rockville Pike Rockville, Maryland		
5C. CONTACT'S E-MAIL ADDRESS Gary.Simpler@NRC.GOV						
5D. CONTACT'S		AREA CODE 202 301	PHONE NUMBER 415-5002			
6. DESCRIPTION OF REQUESTED WORK: FY14 Guard Services						
CHECK AS APPROPRIATE		9. REQUESTED WORK DATES		10. AGENCY BOAC CODE		
<input type="checkbox"/> 7. PLANS ATTACHED		A. START 10-1-2013		3100		
<input checked="" type="checkbox"/> 8. MODIFICATION		B. COMPLETION 9-30-2014		11A. AGENCY FINANCE BILLING ADDRESS U.S. Nuclear Regulatory Commission		
12A. BILLING TYPE IPAC		12B. BILLING TERMS M		11B. STREET ADDRESS 11555 Rockville Pike		
		13. AGENCY CERTIFIED AMT \$623,916.00		11C. CITY Rockville		
				11D. STATE MD		
				11E. ZIP CODE 20852-5738		
				15A. CREDIT CARD NUMBER		
				15B. EXP DATE		
				15C. TYPE OF CARD		
				15D. CARD HOLDER'S NAME		
				16D. CERTIFYING OFFICIAL'S PHONE NUMBER		
				AREA CODE 301		
				PHONE NUMBER 287-9297		
				EXT.		
FOR FEDERAL PROTECTIVE SERVICE USE ONLY						
17. BRIEF PROJECT DESCRIPTION (Limited to 25 Characters)			18. FFMS BUDGET PROJECT FPW3WGG		19. STAR TASK CODE 000	
20. ACTION (Check One) <input checked="" type="checkbox"/> NEW CHANGE <input type="checkbox"/> DELETE <input type="checkbox"/> COMPLETE						
21A. ORGANIZATION CODE		21B. BUILDING NUMBER		21C. PROGRAM ELEMENT		21D. O.C.
						21E. TOTAL
19-71-0200-00-00-00-00		MD1834		40-10-22-000		40-10-22 \$588,600.00
19-71-0200-00-00-00-00		MD1834		40-10-22-000		40-10-22 \$35,316.00
					21F. GRAND TOTAL	
					\$623,916.00	
22A. FPS APPROVING OFFICIAL'S SIGNATURE			22B. DATE		22C. TELEPHONE NUMBER	
			11/24/13		AREA CODE 202	
22D. E-MAIL ADDRESS Toni.Jackson@dhs.gov					NUMBER 245-2492	
22E. SIGNER'S NAME (Type or Print)			22F. SELLER FPS BPN/DUNS NUMBER			
23A. CERTIFICATE OF COMPLETION SIGNATURE			23B. SIGNER'S NAME (Type or Print)		23C. COMPLETION DATE	
					PENDING FINAL BILLING	
24A. RECEIVED DATE		24B. REJECTED DATE		24C. ACCEPTED DATE		

October 2011

STATEMENT OF WORK
Protective Security Force Service Requirements

For
National Capitol Region
Nuclear Regulatory Commission

Federal Protective Service
U.S. Department of Homeland Security

OCTOBER 2011

Field Level Supervision Exhibit

(This Spreadsheet must be completed and returned with your proposal quote.)

1. In the spaces below, provide the number of full-time equivalent field level supervisors that will be assigned to this effort:

Type	Amount	Definition
Roaming Supervisor:	4.59	A supervisor that is assigned to supervise individuals at a group of buildings in a Section of a City/Town or Geographic part of State.
Site Supervisor:	3.29	A supervisor that is assigned to a specific building and/or complex and does not leave that building/complex to provide supervision at any other location.
Total # of Field Level Supervisors (IV7+JH8):	7.88	

2. Complete the spreadsheet below to indicate the distribution of supervisory hours by location.

CLIN (BASE PERIOD)	Building Number	Address	Number of Site Supervisor Posts	Number of Roaming Supervisor Posts	Number of Days Supervisor at This Location	Days Supervisor at this Location	Number of Hours Per Day at This Location	Time Start	Time End	Total Hours Per Day	Remarks
0001	MD0199	White Flint #1		1	365	7 Days	3	0500	0800	3	Supervisor Post 3 - 3rd Shift
		11555 Rockville Pike		1	365	7 Days	3	1300	1600	3	Supervisor Post 1 - 1st Shift
		Rockville Maryland		1	365	7 Days	3	2100	0000	3	Supervisor Post 2 - 2nd Shift
			1		251	M-F	8	0600	0800	8	Supervisor Post 4 - 1st Shift (available for White Flint #2 response)
0001	MD1835	White Flint #2		1	365	7 Days	1.5	0300	0430	1.5	Supervisor Post 3 - 3rd Shift
		11545 Rockville Pike		1	365	7 Days	1.5	1130	1300	1.5	Supervisor Post 1 - 1st Shift
		Rockville Maryland		1	365	7 Days	1.5	1900	2030	1.5	Supervisor Post 2 - 2nd Shift
			1		251	M-F	8	1100	1900	8	Supervisor Post 5 - 1st Shift (available for White Flint #1 response)
0001	MD0760	White Flint #3		1	365	7 Days	3	0000	0300	3	Supervisor Post 3 - 3rd Shift
		11601 Landsdown St.		1	365	7 Days	3	0800	1100	3	Supervisor Post 1 - 1st Shift
		North Bethesda MD		1	365	7 Days	3	1600	1900	3	Supervisor Post 2 - 2nd Shift
			1		251	M-F	7.5	0800	1530	7.5	Supervisor Post 6 - 1st Shift
0001	MD0229	NRC Warehouse		1	365	7 Days	0.5	0430	0500	0.5	Supervisor Post 3 - 3rd Shift
		4930 Boiling Brook Parkway		1	365	7 Days	0.5	1100	1130	0.5	Supervisor Post 1 - 1st Shift
		Rockville, MD		1	365	7 Days	0.5	2030	2100	0.5	Supervisor Post 2 - 2nd Shift
				1	251	M-F	1.5	0800	0830		Supervisor Posts 4, 5, & 6 - 1st Shift 0.5 hours each
								1030	1100		
								1530	1600	1.5	
Total			3	13						49	

LEGEND:

Note: For purposes of completing this spreadsheet, the Contract Manager, Training Instructor, Quality Assurance Personnel and "Lead" PSUs are NOT considered field level supervisors.

Supervisory Post: For each location, provide the number and type of supervisors that shall be provided. Use the following abbreviations: SS = Site Supervisor (indicate the sites supervised); RS = Roaming

Days Supervisor at this Location: Use the following nomenclature(s):

"7 Days" - 7 days a week including Federal holidays

"M-F" - Monday through Friday excluding Federal Holidays

"SSH" - Saturdays, Sundays and Federal holidays

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1 Introduction

1.1 General Information

1.1.1 This is a Statement of Work (SOW) for Department of Homeland Security (DHS), Federal Protective Service (FPS) to provide Protective Security Officer (PSO) services throughout

Region II area of operations, as described in Post-Exhibit I. FPS considers

PSO positions equivalent to Department of Labor (DOL) labor category Guard II, Occupational Safety and Health Administration (OSHA) considers PSO positions as First Responders Awareness Level (CFR 1910.120(q)(6)(ii)).

1.1.2 Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, files and any other resources necessary to accomplish PSO services as described and required within this SOW and any revisions to SOW as specified in contract modifications.

1.1.3 Contractor shall work in coordination with FPS to execute requirements and meet standards identified within this contract.

1.1.4 Where Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having same number prefix. For example, a reference to requirements of this SOW under Section 6 includes all of Section 6 through last subsection identified with a prefix of "6".

1.1.5 References to United States citizenship and locations include those areas designated as territories and/or commonwealths.

1.2 Federal Protective Service

1.2.1 FPS is the law enforcement and security element for National Protection and Programs Directorate (NPPD). FPS is responsible for safeguarding federally owned and/or leased assets, while providing a secure environment for visitors and Federal agencies to conduct business.

1.2.2 PSOs perform an exceptionally crucial role in support of FPS missions and are typically the first contact for visitors within a Federal facility. In this exceedingly visible role, PSOs serve as a vital defense-in-depth measure. Security Force Contractors and their employees must realize the magnitude of their responsibility and continuously perform their duties in a courteous and professional manner, in full compliance with this SOW.

1.3 Acronyms

This Solicitation/Contract contains numerous acronyms. Upon introduction of a new term, an acronym will appear in parentheses. Below is a list of acronyms that appear in this Solicitation/Contract:

AED	Automatic External Defibrillator
CFR	Code of Federal Regulations
CM	Contract Manager
CO	Contracting Officer
COOP	Community of Operations
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
DHS	Department of Homeland Security
DOD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DSS	Defense Security Service
EOD	Entry on Duty
e-QIP	electronic Questionnaires for Investigation Processing
e-Verify	employment eligibility Verification System
ESS	Emergency Security Services
FAR	Federal Acquisition Regulation
FMR	Federal Management Regulation
FOUO	For Official Use Only
FPS	Federal Protective Service
GED	General Equivalency Diploma
HSAR	Homeland Security Acquisition Regulation
ICE	Immigration and Customs Enforcement
LES	Law Enforcement Sensitive
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Administration
NIOSH	National Institute for Occupational Safety and Health
NISPOM	National Industrial Security Program Operating Manual
NPPD	National Protection and Programs Directorate
NRC	Nuclear Regulatory Commission
PIV	Personal Identity Verification
PSO	Protective Security Officer
PTS	Post Tracking System
SAMHSA	Substance Abuse and Mental Health Services Administration
SBU	Sensitive But Unclassified
SGIM	Security Guard Information Manual
SOW	Statement of Work
SSBI	Single Scope Background Investigation
SUPV	Supervisor

1.4 Federal Management Regulations and Other Applicable Documents

1.4.1 Government regulations and FPS policies contain basic procedures for operation, maintenance, and protection of property. Contractor will use regulations and procedures outlined within this contract.

1.4.2 Contracting Officer (CO) will notify Contractor of new or revised regulations, directives, and/or requirements, when applicable, via contract modifications.

1.4.3 Contracting Officer's Technical Representative (COTR) shall furnish Post Desk Book, containing complete duty instructions for each post. Post Desk Book shall remain on Government property. Contractor and contract employees shall not reproduce, in any manner, any content of a Post Desk Book, unless specifically authorized in writing by COTR.

1.4.4 Contractor shall furnish a separate loose-leaf binder for each post, to maintain Contractor-related information/policies/directives.

1.4.5 Post Desk Book, Post Orders, Operational memorandums, directives, or other supplemental information may be identified and marked as: For Official Use Only (FOUO), Sensitive But Unclassified (SBU), and/or Law Enforcement Sensitive (LES), information. Contractor and contract employees shall safeguard this type of information appropriately and shall not disclose to individuals outside of PSO community.

1.4.6 Federal Management Regulation (FMR) 41 Code of Federal Regulations (CFR) 102-74 regulates allowable conduct of persons entering in or on property under charge and control of General Services Administration. Placards citing FMR 41 CFR 102-74 are posted at applicable locations.

1.5 Security Guard Information Manual (SGIM)

1.5.1 SGIM handbook contains information PSOs must read and be familiar with prior to assuming duties under this contract.

1.5.2 COTR shall provide Contractor one electronic copy of SGIM at post award meeting, held shortly after contract award.

1.5.3 Contractor shall be responsible for photocopying SGIM Handbook for PSOs, at no cost to Government.

2 Contract Transition

2.1 Phase-In

2.1.1 A smooth and orderly transition between Contractors is necessary to assure minimum disruption to vital Contractor services and Government activities. Government will consider no less than a minimum of 90 days and no more than 180 days maximum for start up, from contract award date to performance start date.

2.1.2 If Contractor intends to recruit existing workforce, they shall not disrupt official Government business or interfere with assigned duties of current contract employees.

2.1.3 Contractor may announce assumption of services date, distribute business cards, employment applications, brochures, and other company information to current contract employees, if done so without interfering with assigned duties (e.g., during "off hours" or during breaks or meal periods).

2.1.4 Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with current contract employees while they are on duty.

2.1.5 Contractor shall provide weekly transition status report during transition period to address items specified in Section 3.2.

2.2 Phase-Out of Contract and Continuity of Services

2.2.1 Contractor shall provide a list of current contract employees with suitability and certification expiration dates, and employee seniority list, when requested by COTR.

2.2.2 Contractor shall provide personnel records, including but not limited to, training, medical, suitability, and security records to incoming Contractor, at least 60 days prior to expiration of current contract.

2.2.3 Contractor noncompliance of Section 2.2.2, may negatively impact exit performance evaluation and FPS may withhold final payment until resolved.

2.3 Conferences and Meetings

2.3.1 Contractor will be required to attend a government-scheduled post award meeting after contract award, but prior to start of performance.

2.3.2 Contractor will participate in a post award meeting; this meeting will encompass an in-depth review of contract requirements and Contractor's Transition Plan.

2.3.3 During performance of contract, CO, COTR, and Contractor will meet, at a minimum, annually to discuss and resolve relevant contract issues.

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2.3.4 Contractor will prepare written minutes for all meetings, to include signature blocks for Contractor and CO and provide written minutes within seven calendar days after meeting date. CO will maintain a copy of minutes in contract file.

2.3.5 Should Government not concur with minutes as prepared, Government will provide a written memorandum identifying areas for clarification and/or disagreement within seven calendar days after receipt of minutes. These memorandums will be attached to corresponding meeting minutes.

3 Plans

3.1 General

3.1.1 Each plan submitted in accordance with Section 3. is subject to Government review, approval, and acceptance. Government reserves right to request revision(s) to submitted plan(s) if they do not adequately address and/or are not effective in meeting minimum contract requirements.

3.2 Transition Plan

3.2.1 Contractor shall provide a transition plan to CO and COTR within seven calendar days after contract award, and weekly status and progress reports detailing transition. At a minimum, Plan shall address:

3.2.1.1 Staffing

- Staffing Levels
- Process for transitioning predecessor employees (if applicable)
- Recruitment of new employees
- Strategy for providing post coverage during breaks and meal periods
- Reserve Force implementation
- Emergency Security Service (ESS) implementation
- Supervisory Plan implementation
- Key Personnel to include resumes and contact information
- Roles of management and administrative personnel
- Organizational chart

3.2.1.2 Communications

- Methods
- Protocols
- Equipment

3.2.1.3 Inventory & Equipment

- Maintenance
- Accountability
- Weapons
- Ammunition

3.2.1.4 Detailed Calendar

- Daily and weekly transition events throughout transition period
- Procurement timeline for equipment and uniforms

3.2.1.5 Status & Progress Reports

- Applications
- Staffing
- Permits, Licenses, and Registrations
- Personnel clearances
- Transition events
- Equipment and uniform purchases

3.3 Training Plan

3.3.1 Contractor shall be responsible for providing CO and COTR a Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after contract award.

3.3.2 Plan shall address:

- Strategy for meeting training requirements, to include any assumptions made by Contractor for timely scheduling of Government-provided training
- Proposed Training and Qualifications Schedules
- Weapons transition training (if applicable)
- Locations
- Coordination with EPS
- Class staffing levels
- Sources of Third Party training
- Sources of training equipment

3.4 Quality Control Plan

3.4.1 Contractor shall provide CO and COTR a detailed Quality Control Plan within 15 calendar days after contract award.

3.4.2 Contractor's Quality Control Plan shall address:

- Type, level, and frequency of Contractor's Quality Control actions
- Inspection checklists
- Reward and incentive programs
- Discipline procedures
- Deficiencies reported to COTR
- Reports

3.5 Contingency and Continuity of Operations (COOP) Plan

3.5.1 Contractor shall provide CO and COTR a detailed COOP Plan within 15 calendar days after contract award.

3.5.2 COOP Plan shall identify provisions made for acquisition of personnel, resources, and or supplies, if necessary, for continuity of Government-contracted operations, until resumption of normal operations.

3.5.3 COOP Plan must, at a minimum, address and identify:

- Identifying and tracking emergencies and pandemics
- Tracking impact of emergencies and pandemics on workforce
- Compliance with applicable OSHA regulations
- Realignment and augmentation of resources to ensure meeting of Contractual Requirements to Include:
 - Challenges associated with maintaining PSO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
 - Any time lapse associated with initiation of acquisition of necessary personnel, resources, and/or supplies and their actual availability on site
 - Components, processes, and requirements for identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
 - Prioritization and deployment of a limited or dwindling workforce
 - Educating and protecting of workforce to minimize operational impacts
 - Acquisition, storage, and distribution of personal protective equipment
- Communication with workforce and Government, to include:
 - Any established alert and notification procedures for mobilizing identified "critical Contractor service personnel"
 - Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
 - Any associated changes needed to Contractor's information technology infrastructure to support contract in an emergency

4 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws

4.1 General Information

4.1.1 Contractor must obtain, renew, and possess required licenses and permits as specified under this contract and applicable federal, state, and/or local regulating agencies.

4.1.2 Contractor shall NOT seek Government assistance or interference in receipt of legally required licenses and permits.

4.1.3 Contractor shall furnish a legible copy of required licenses and permits and provide any revised licenses or permits (excluding permits and licenses issued to individual contract employees) to COTR, prior to any PSO standing post and provide any revised licenses or permits during contract term.

4.1.4 Contractor shall NOT impede or impose on outgoing Contractor, in place, licenses and permits. FPS will not recognize transition of existing licenses and permits to Contractor until commencement of post staffing.

4.1.5 Contractor must obtain required licenses and permits for company and/or contract employees prior to PSOs standing post; not completing these actions could result in adverse actions, to include Termination for Default or default as applicable.

4.1.6 Contractor must maintain valid licenses and permits throughout contract period; not completing these actions could result in adverse actions, including but not limited to, Termination for Default or default as applicable. FPS will consider PSOs standing post without valid licenses and permits as an "open" post.

4.1.7 CO, COTR, and other authorized Government personnel shall have express authority to examine, upon request, all licenses and permits at any time during contract period.

4.1.8 Contractor shall complete, certify, and maintain records (electronic/scanned or paper) that show names and issue dates for each contract employee having required licenses, permits, training, and certifications.

4.1.9 False statements, certification, or falsification of any documents required in this contract by Contractor, Contract Manager, or any contract employee shall be punishable under U.S. Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Government may initiate investigations by its Office of Inspector General or regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take contractual remedies, up to and including Termination for Default. Under no circumstances, whatsoever, will Government tolerate falsification of required documents.

4.2 State and Local Requirements

4.2.1 Contractor shall obtain, possess and maintain state and/or local requirements, except where precluded by local law or ordinance, prior to commencement of work under this contract, to include:

4.2.1.1 Business and corporate licenses to operate as a commercial security service.

4.2.1.2 Official bond(s) and insurance, and pay any fees or costs involved or related to authorization for arming employees engaged in armed security officer services.

4.2.1.3 Licenses and permits for employees to be armed and have authority to detain person(s) suspected of committing crimes.

4.2.2 Contractor shall adhere to minimum age requirements set forth by Federal, state and or local laws. If minimum age exceeds contract minimum age requirement of 21 years of age, Federal, state and/or local law shall take precedence over contract requirement.

4.3 Carriage of Licenses and Permits

4.3.1 PSOs shall carry original or photocopy of firearm licenses/permits on their person while traveling to/from duty station and on duty, when required by local or state law.

4.3.2 PSOs who do not have valid firearm license/permit in their possession or cannot produce one, when requested, shall be removed from post immediately. Contractor will be notified immediately and a request for remedy will be initiated. PSO may return to post once valid firearm licenses/permits are produced. Post will be considered "open" during period of non-compliance.

4.3.3 PSOs are authorized to travel to and from duty stations armed, with assigned duty weapon(s), unless prohibited by law.

4.4 Licensing Fees

4.4.1 Contractor must pay all costs and fees associated with applying for, receiving and maintaining permits and licenses throughout the contract, including payment of all costs and fees for contractor employees who are required by federal, state or local regulating agencies to individually apply for licenses/permits.

4.4.2 Where federal, state, or local regulating agencies require contract employees to individually apply and pay for licenses/permits, Contractor shall reimburse employees for all costs and fees associated with obtaining required licenses/permits.

5 Qualifications of Personnel

5.1 General Information

5.1.1 Contractor shall ensure that no person who is an illegal or an undocumented alien is employed as a PSO under this contract.

5.1.2 To be eligible to perform under this contract, PSOs must meet following requirements:

5.1.2.1 Be a citizen of the United States of America, including U.S. territories and/or commonwealths. COTR may approve Lawful Permanent Residents who are currently members of U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.

5.1.2.2 Have been issued an approved Social Security Card by Social Security Administration.

5.1.2.3 Received, at minimum, either a high school diploma or General Equivalency Diploma from an accredited institution recognized by U.S. Department of Education.

5.1.2.4 Meet at least *one* experience/education levels listed below:

5.1.2.4.1 Three years of security experience within past five years

5.1.2.4.2 Three years of military or National Guard (active duty or reserve)

5.1.2.4.3 Successful completion of a state certified Law Enforcement Education and Training or Police Officer's Standard Training course

5.1.2.5 PSOs shall fluently speak, read, comprehend, and compose coherent written reports in English. Government may require PSOs to possess proficiency in a specific language for certain posts and will indicate this requirement in Post Exhibit (Exhibit I).

5.1.2.6 PSOs must complete (sign/date) a Lautenberg Amendment Statement/Domestic Violence certification annually. Lautenberg Amendment, 18 U.S.C. § 922(e) (8) and (9).

5.2 Medical and Physical Qualifications

5.2.1 General Information

5.2.1.1 Contractor shall ensure PSOs working under this contract meet medical and physical requirements described in sections below.

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5.2.1.2 Contractor is responsible for ensuring PSOs are able to perform essential functions described in this SOW, with any reasonable accommodation. If PSO alleges he/she has a disability and requires reasonable accommodation to perform essential job functions, it is sole responsibility of Contractor to discuss reasonable accommodations with PSO and to decide what accommodation, if any, to provide at its own expense. COTR shall review all reasonable accommodation documentation to ensure completeness and compliance with contract.

5.2.1.3 Contractor, not Government, is responsible for complying with provisions of Americans with Disabilities Act of 1990 (42 USC 12101-12213), Rehabilitation Act of 1973 (29 USC 790-794), and applicable OSHA Occupational Safety and Health Standards (29 CFR 1910).

5.2.2 Medical Standards

5.2.2.1 Contractor shall require PSOs to undergo a pre-employment medical/physical examination and every three years thereafter. A licensed physician shall administer examinations and document results on Medical Questionnaire (Exhibit 7).

5.2.2.2 Contractor shall ensure a licensed physician fully and accurately completes Sections 2 and 3 of PSO Medical Questionnaire, as based on medical standards and essential job functions set forth under this contract. PSOs must meet health certification requirements listed in PSO Medical Questionnaire.

5.2.2.3 PSOs must meet following medical standards:

5.2.2.3.1 **Vision:** Applicant must have binocular vision and must not test less than 20/30 (Snellen). An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level is medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaeger chart. Applicant must have normal color vision.

5.2.2.3.2 **Hearing:** Applicant average hearing at 500, 1000, 2000, and 3000 Hertz (Hz) must be less than or equal to 25 decibels. Applicant hearing at 4000 and 5000 Hz must be less than or equal to 45 decibels. If there is a difference in hearing between applicant's ears (in excess of 15 decibels at 500-3000 Hz range or in excess of 30 decibels at 4000-5000 Hz range). Applicant must receive a test for sound localization. Applicant shall not have ear disorders affecting equilibrium. Applicant may use a hearing aid.

5.2.2.3.3 **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with an individual's ability to speak is a disqualifying factor.

5.2.2.3.4 **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and an individual's safe and efficient job performance is a disqualifying factor. Applicant aerobic capacity is a minimum 9 MET or 31.5 ml/kg min VO2 Max.

5.2.2.3.5 Chest and Respiratory System: Individual must have a healthy respiratory system and receive an evaluation and clearance for use of disposable particulate respirators meeting N95 standards as established by National Institute for Occupational Safety and Health (NIOSH). Any disease or condition that interferes with respiratory function and an individual's safe and efficient job performance is a disqualifying factor.

5.2.2.3.6 Gastrointestinal System: Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and an individual's safe and efficient job performance is a disqualifying factor.

5.2.2.3.7 Genitourinary System: Individual must have a healthy genitourinary system. Any disease or condition that interferes with an individual's safe and efficient job performance is disqualifying.

5.2.2.3.8 Endocrine and Metabolic Systems: Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect an individual's safe and efficient job performance is a disqualifying factor.

5.2.2.3.9 Musculoskeletal System: Any condition that adversely impacts on an individual's movement, agility, flexibility, strength, dexterity, coordination, or ability to accelerate, decelerate, or change directions, and that is likely to adversely affect an individual's safe and efficient performance of duties, is a disqualifying factor.

5.2.2.3.10 Hematology System: Any hematological condition characterized as chronic, caused a hematological crisis, or adversely impacts an individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.

5.2.2.3.11 Neurological Systems: Any disease or condition that interferes with an individual's central or peripheral nervous system function and that is likely to adversely affect safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.

5.2.2.3.12 Psychiatric Disorders: Any disorder that affects an individual's judgment, cognitive function, or safe and efficient performance of essential job functions, is a disqualifying factor.

5.2.2.3.13 Dermatology: Any disease or condition that may cause an individual to be unduly susceptible to injury or disease as a consequence of environmental exposures or which results in restricted functioning or movement and thereby impairs safe and efficient performance of essential job functions is a disqualifying factor.

5.2.2.3.14 Medication: Individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.

5.2.2.3.15 Organ transplantation and prosthetic devices: Any transplantation or prosthetic device that adversely affects an individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

5.2.3. Physical Demands

5.2.3.1 PSO's must be physically able to perform tasks and/or functions listed below, in performance of assigned duties:

5.2.3.1.1 Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require an individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind).

5.2.3.1.2 Frequent contact with general public, law enforcement, and dispatch center, requiring an ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

5.2.3.1.3 Ability to remain on post up to four consecutive hours without sitting, eating, or relieving bladder/bowels.

5.2.3.1.4 Ability to remain alert for up to 12 hours, with ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

5.2.3.1.5 Ability to use post security equipment (metal detectors, X-rays, CCTV); ability to use handcuffs, baton, and firearm at any time while on duty.

5.2.3.1.6 Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

5.2.3.1.7 Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis (e.g., provide emergency First Aid or resuscitation while waiting for arrival of paramedics or other emergency personnel).

5.2.3.1.8 Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

5.2.3.2 Contractor shall remove individuals deemed incapable of performing above tasks or functions from contract.

5.2.3.3 Contractor shall be responsible for encouraging and promoting employees assigned to this contract to maintain an ongoing and regular program of physical fitness, at no cost to Government.

5.2.4 Drug Free Workplace Testing: Unescorted Access to Nuclear Facilities, Access to Classified Information or Safeguards Information, or Performing in Specially Sensitive Positions.

5.2.4.1 NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program.

5.2.4.1.1 The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration.

5.2.4.2 The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan.

5.2.4.2.1 The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan:

- (1) individuals who require unescorted access to nuclear power plants;
- (2) individuals who have access to classified or safeguards information;
- (3) individuals who are required to carry firearms in performing security services for the NRC;
- (4) individuals who are required to operate government vehicles or transport passengers for the NRC;
- (5) individuals who are required to operate hazardous equipment at NRC facilities; or
- (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally.

5.2.4.3 Random testing will be conducted in accordance with U.S. Department of Health and Human Services drug testing protocols, at a target annual testing rate of 50 percent and at a frequency of at least one time per year and no more than three times a year, in addition to a pre-assignment (applicant) drug test.

5.2.4.3.1 A negative pre-assignment (applicant) drug test results must be received prior to assignment to an NRC facility.

5.2.4.4 All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor."

5.2.4.5 The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

5.2.4.6 The contractor's employer and the COR will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract.

5.2.4.7 The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

5.2.4.7.1 Individuals who test positive or receive a medically unjustified invalid test result or who refuse a drug test will be immediately removed from working under NRC contract.

5.2.4.8 Any contract employee found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract.

5.2.4.9 The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. There will be no cost to the Contractor.

5.3 Suitability

5.3.1 Suitability Requirements

5.3.1.1 Personnel performing directly or indirectly on this contract may have a requirement to obtain a suitability determination conducted by Government.

5.3.1.2 Contractor is responsible for ensuring PSOs, Key Personnel, and any other company officers that visit work sites, receive formal suitability adjudication by FPS.

5.3.1.3 Contractor shall have PSOs and Key Personnel provide required information and documents to COTR within 10 calendar days after contract award and shall have all other personnel provide the required documentation as soon as practical.

5.3.1.4 Contractor personnel will not be able to perform under this contract until receiving a favorable suitability determination.

5.3.1.5 Contractor should plan paperwork submissions accordingly; standard processing time is generally 30 calendar days.

5.3.1.6 Government shall make all Contractor suitability determinations in accordance with criteria outlined in 5 CFR 731.202.

5.3.1.7 Contractor is responsible for renewing employees' suitability clearance prior to expiration.

5.3.1.8 Contractor must remove contract employee(s) upon expiration of suitability clearance, until such time an updated favorable suitability determination can be made by FPS.

5.3.1.9 Contractor shall submit suitability packages 45 to 60 days prior to current suitability expiration date.

5.3.1.10 Contractor must ensure forms submitted to FPS are complete, legible, and accurate. FPS will return illegible or incomplete forms submitted, which may result in delays of adjudication process.

5.3.1.11 FPS shall not be responsible for any delays which occur due to Contractor's inability to submit complete, accurate, and legible forms.

5.3.1.12 Contractor shall use an electronic employment eligibility verification system (e-Verify) to verify employment eligibility of:

- Persons hired during contract term by Contractor to perform employment duties within United States
- Persons assigned by Contractor to perform work within United States on Federal contracts

5.3.1.13 Contractors shall use local, state, or Federal law enforcement sources to obtain readable fingerprints on appropriate fingerprint cards. Government encourages Contractor to use locations which use electronic fingerprint scanning machines.

5.3.1.14 CO shall have express authority to prohibit any employee from performing under contract until employee comes into full compliance with suitability criteria.

5.3.1.15 Contractor is responsible for all costs associated with obtaining and renewing suitability clearances for employee associated with this contract.

5.3.2 Suitability Determination

5.3.2.1 Once a prospective contract employee applies for a position and receives a favorable evaluation by Contractor (i.e., meets the minimum qualification requirements cited in this SOW and otherwise meets Contractor's hiring criteria), Contractor shall submit Government furnished forms for each contract employee to COTR:

- Contractor Information Worksheet
- Two completed original Forms FD-258, Fingerprint Chart
- Following forms via e-OIP:
 - DHS Form 11000-9, Disclosure and Authorization Pertaining to Consumer Reports pursuant to Fair Credit Reporting Act
 - Foreign National Relatives or Associates Statement
 - Lautenberg Amendment Statement
 - Standard Form (SF) 85P, Questionnaire for Public Trust
 - Standard Form 85P-S, Supplemental Questionnaire for Selected Positions
 - Signed e-Verify Confirmation Notice

5.3.2.2 Any investigation conducted by or for another federal agency on an individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements if investigation occurred within past five years.

5.3.2.3 Any investigation conducted by or for another federal agency on an individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade if investigation occurred within past five years.

5.3.2.4 Contract employees cleared through this process while employed under a predecessor contract, suitability determination made under previous contract will carry over to new contract.

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5.3.2.5 Government may not be able to complete a satisfactory background investigation on individuals not residing in the United States for three of the past five years. In such cases, FPS retains right to deem individual(s) as ineligible due to insufficient background information.

5.3.2.6 FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability decisions for employees.

5.3.2.7 FPS may, as deems appropriate, authorize and grant a temporary suitability decision to contract employees.

5.3.2.8 Issuance of a temporary decision to any contract employee shall not be an assurance that FPS will grant full suitability.

5.3.2.9 Granting of either temporary or full suitability shall in no way prevent, preclude, or bar later withdrawal or termination of any such suitability by Government.

5.3.3 Entry on Duty Decision

5.3.3.1 FPS shall have and exercise full control over granting, denying, withholding, or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon results of a background investigation.

5.3.3.2 FPS may, as deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. Favorable EOD decision would allow employees to commence work temporarily prior to completion of the full investigation.

5.3.3.3 Contractor shall not consider a granting of a favorable EOD decision as assurance that full employment suitability authorization will follow as a result thereof.

5.3.3.4 Granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by FPS, at any time during contract period.

5.3.3.5 Contractor shall not allow any contract employee unescorted access to a Government facility without a favorable EOD decision or suitability determination by FPS.

5.3.3.6 Contract employees not needing access to sensitive information or recurring access to Government facilities will not be subject to security suitability screening.

5.3.3.7 Contract employees awaiting an EOD decision may begin training for work, provided they do not access sensitive Government information.

5.3.3.8 Limited access to Government facilities is allowable prior to EOD decision, if a Government employee escorts contract employee. Limited access allows contractor employees to attend briefings, non-recurring meetings and begin transition work.

5.3.4 Unfavorable Determination

5.3.4.1 FPS shall immediately advise Contractor that an employee cannot work under contract if found to be unsuitable. Contractor shall in turn immediately remove employee from contract.

5.3.4.2 Contract employee or Contractor may appeal suitability determination through CO. In such cases where Contractor proceeds with hiring process, Contractor assumes risk until Government issues a final suitability determination.

5.3.4.3 Contract employee who receives adverse determination notice shall not work under this or any FPS security force service contract; also applies to contract employees whose adverse adjudication is pending appeal.

5.3.4.4 Disqualifying information includes but is not limited to:

- Conviction of a felony, a crime of violence, or a serious misdemeanor
- Possessing a record of arrests for continuing offenses
- Falsification of information entered on suitability background investigation forms

5.3.4.5 FPS will provide Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during the suitability process.

5.3.4.6 Individuals receiving an unfavorable determination will receive formal notification that details the reason(s) for the determination.

5.3.5 Favorable Determination

5.3.5.1 Contract employee is suitable to work security force service contracts for five years upon favorable determination; if nothing occurs within five-year period that would render employee unsuitable for continuing performance under contract.

5.4 Security Clearances

5.4.1 General Information

5.4.1.1 Government shall notify Contractor of required security classification of this contract and elements thereof, and of any subsequent revisions in such security classifications, by use of Contract Security Classification Specification (DD Form 254), or other written notification.

5.4.1.2 DHS determined that performance of this contract requires Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) to access sensitive DHS information and may require access to classified National Security Information (herein known as classified information) up to and including

TOP SECRET

classification level

and Special Access Programs (SAP).

NOT APPLICABLE (N/A)

5.4.1.3 Contractor and/or contract employees, in addition to meeting FPS background suitability requirements, may require security clearance eligibility for this contract and task order(s).

5.4.1.4 Contract employees shall be subject to a background investigation prior to working on site, where requirements for such clearances exist. This requirement may also pertain to other employees who for any reason may visit a work site(s) during contract period.

5.4.1.4.1 Any investigation conducted by or for another federal agency on a Contractor or individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements prescribed in National Industrial Security Program Operating Manual (NISPOM).

5.4.1.4.2 Any investigation conducted by or for another federal agency on a Contractor or individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade in accordance with investigation requirements prescribed in NISPOM.

5.4.1.5 In all areas requiring a Department of Defense (DOD), Department of Energy (DOE), Nuclear Regulatory Commission (NRC), or other agency security clearance, Contractor shall comply with provisions of most currently available NISPOM and Security Agreement (DD Form 441).

5.4.1.5.1 NISPOM is available from Defense Security Service (DSS) or mail in a request for publication to Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X).

5.4.1.6 Personnel security clearances applications (forms) required for DoD security clearances are available through DSS; for DOE and for NRC.

5.4.2 Security Clearance Requirements

5.4.2.1 Contractor will abide by requirements set forth in DD Form 254, NISPOM and/or as directed by DSS for protection of classified information, if contract requires access to classified information. If Contractor fails to follow requirements above, this may result in revocation of clearance and Termination for Default.

5.4.2.2 Contractor and all applicable personnel shall receive clearances pursuant to Defense Industrial Security Regulations, or other applicable regulations.

5.4.2.3 Contract employees may not work at a classified post until a Visit Authorization Letter(s) or a final clearance from DOE, NRC, or other agency is received.

5.4.2.4 Contractor shall comply with applicable subsection as identified by CO.

5.4.2.4(a).

5.4.2.4(a) Contractor must possess a facility clearance that is equal to level for work on this contract as specified in Section 5.4.1.2 prior to submission of proposal or quote.

5.4.2.4(h) DHS may sponsor Contractor for a facility clearance, if contract performance requires access to classified information and Contractor selected for award does not possess a facility security clearance that is equal to level for work on this contract as specified in Section 5.4.1.2.

5.4.2.5 If Contractor does not maintain or receive a facility clearance prior to date by which PSOs are to stand post, Government may initiate proceedings for Termination for Default.

5.4.2.6 Contractor is responsible for all costs associated with obtaining and renewing applicable security clearances for each contract employee.

5.4.3 Determinations of Clearance for Individuals

5.4.3.1 Security clearance determination is a process separate and distinct from suitability determination. Employee must complete applicable forms in Section 5.3.2.1; exception Standard Form (SF) 86, Questionnaire for National Security Positions must be completed in lieu of SF 85P or SF 85P-S.

5.4.3.2 Investigative standards for access to Secret classified information will be a National Agency Check with Local and Credit Checks (NACLC).

5.4.3.3 Minimum investigative standard for access to Top Secret classified information will be a Single Scope Background Investigation (SSBI).

5.4.3.4 Contractor shall only submit security packages on prospective employees whose integrity, credit, and character will meet security suitability requirements of DHS.

5.4.3.5 Government may not be able to complete a satisfactory background investigation on applicants/employees not residing in United States for three of the past five years. In such cases, DHS retains right to deem an applicant/employee as ineligible due to insufficient background information.

5.4.4 Interim Personnel Clearance Level

5.4.4.1 Government may grant interim SECRET clearance eligibility as appropriate, provided there is no evidence of adverse information of material significance.

5.4.4.2 Non-United States citizens are not eligible for access to classified information on an interim basis.

5.4.4.3 DHS will not accept interim TOP SECRET clearances.

5.4.5 Denied Clearances

5.4.5.1 Individuals who receive notice of denied clearance eligibility will receive formal notification that detail reason(s) for determination.

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5.4.5.2 COTR will advise Contractor that an employee shall not work under this contract at those locations which require a security clearance.

5.4.5.3 Government shall provide contract employee and/or Contractor an opportunity to refute, explain, clarify, or mitigate adverse or derogatory information uncovered during investigation.

5.4.5.4 Contract employee or Contractor may appeal denied clearance determination to DSS.

5.4.5.5 If Contractor proceeds with hiring process, Contractor assumes risk until Government issues final determination of employee's clearance eligibility determination.

5.4.6 Issued Clearances

5.4.6.1 Contractor shall notify COTR, in writing via a Visit Authorization Request, within five calendar days of receipt of authorization for employees eligible for assignment to classified areas.

6 Training

6.1 General Information

6.1.1 COTR has discretion to accept or deny proposed exemptions for previous training and or certifications obtained under another FPS contract. Previous training and certification documentation and/or credentials must be valid and meet requirements of this contract to be considered.

6.1.2 Contractor may proceed with Contractor-provided training at their own risk while awaiting results of suitability adjudication process.

6.1.3 Contractor may schedule required Government-provided training, testing, and qualification with FPS during waiting period.

6.1.4 Contractor shall provide training for primary and any additional or Less-Than-Lethal weapons used under scope of contract.

6.1.5 Contractor shall provide each PSO a legible, securely bound copy of SGIM at beginning of basic training course.

6.1.6 Required training syllabi are listed in SOW Exhibits.

6.1.7 Contractor is responsible for all related costs incurred by PSOs while attending contract mandated training, test, or examination, to include: expenses for transportation, lodging, and meals (if applicable).

6.1.7.1 PSOs who are required to attend training and/or testing to maintain current certification, to include weapons transition training, shall receive compensation in accordance with applicable Service Contract Act (SCA), DOL prevailing wage determination, or collective bargaining agreement.

6.1.7.2 For pay purposes, Government considers time spent by certified PSOs in training and testing as equivalent of time spent standing post.

6.1.7.3 Contractor shall apply payment requirements of Fair Labor Standards Act (FLSA) for pre-certification training provided by Contractor.

6.1.8 During Contractor-provided training, Contractor must ensure PSOs are not disruptive to others (i.e. repeated lateness, absences, or disrespectful behavior). Such behavior indicates a student may not be suitable for a PSO or supervisory position.

6.1.9 During Government-provided training, if applicable, Instructors will notify Contractor of disruptive behavior and advise such behavior may result in removal from training.

6.2 Training Schedule

6.2.1 Contractor shall provide a monthly training schedule to COTR by 10th day of each month, one month in advance of scheduled training.

6.2.2 Contractor shall notify COTR of any changes to previously scheduled Training and Qualifications sessions, minimum of 10 calendar days before date of training.

6.2.3 Contractor is responsible for scheduling and coordinating with FPS for Government-provided training, examinations, and/or weapons qualifications.

6.3 Training Certifications

6.3.1 Contractor shall certify completion of training requirements in accordance with Section 7.2.

6.3.2 Contractor shall maintain copies (paper or electronic) of required training and/or certifications in its personnel files. Contractor, upon request and/or without advance notice, shall provide copies to CO or COTR anytime during normal business hours.

6.4 Training Requirements by Position

6.4.1 Protective Security Officers

6.4.1.1 Complete required training as outlined in SOW Exhibits.

6.4.1.2 Required training includes both recurring and "one-time only" courses. If completed successfully, one-time only courses are not required to be repeated during contract period. One-time only courses are:

- Contractor-Provided Basic Training (Exhibit 4B)
- Contractor-Provided Initial Weapon Training and Qualifications (Exhibit 4C)
- Government-Provided Orientation Training (Exhibit 4G)
- Government-Administered Written Exam (Section 6.5)

6.4.1.3 Complete 40 hours of Contractor-provided Refresher Training (Exhibit 4E) within three years of basic training or previous refresher training conclusion date.

6.4.2 Supervisory PSOs

6.4.2.1 Complete training and testing requirements established under Section 6.4.1.

6.5 Written Examination

6.5.1 Contractor must schedule Government-administered written examination upon completion of basic training and favorable pre-employment suitability of a PSO.

6.5.1.1 Examination has 50 multiple-choice questions, taken directly from SCIM, and will test a PSO's familiarity with and understanding of duties and requirements.

6.5.1.2 Passing score is 70% (must correctly answer 35 of 50 questions).

6.5.2 If a PSO does not pass examination on first attempt, PSO may have one additional attempt within 90 days from initial test date.

6.5.2.1 If a PSO does not obtain a passing score on second attempt, employee must wait one year to retrain and retake examination.

6.5.2.2 If a PSO does not pass examination on first attempt, but waits longer than 90 days to retake examination, PSO must wait one year to retrain and retake examination.

6.5.2.3 PSOs shall not work under any FPS contract during one-year waiting period. After one-year waiting period, Contractor shall consider PSO a new hire.

6.6 Weapons Training and Qualification

6.6.1 General Information

6.6.1.1 PSOs must achieve a qualifying score for each weapon platform associated with this contract and/or specific post requirement prior to working post.

6.6.1.2 Contractor must coordinate with COTR to ensure FPS representatives are in attendance to witness PSO firearms qualifications to be considered valid.

6.6.1.3 PSO will not be exempt from semi-annual range qualification requirements, even though prior successful training was completed.

6.6.1.4 Contractor shall use current Immigration and Customs Enforcement (ICE) targets only, unless prohibited by state or local law. Targets shall have a cardboard backing of equal or greater size than target itself. If target is non-turning, Contractor shall use a shot timer.

6.6.1.5 Contractor shall provide weapons, ammunition, and any other range equipment such as barricades, hearing and eye protection, etc., required for training and qualifications.

6.6.1.6 Contractor and PSOs must adhere to rules and regulations at firing ranges and other training facilities.

6.6.1.7 Contractor shall be responsible for licenses and permits required for weapons during transit between dispatch point and range.

6.6.1.8 PSOs shall wear complete duty uniform for firearm training and qualification, to include issued body armor, duty belt and equipment.

6.6.2 Initial Firearms Training

6.6.2.1 Contractor is responsible for providing PSOs with a minimum of 32 hours of firearms training prior to initial qualification. A minimum of eight hours will be dedicated classroom training and (for handgun) a minimum of 24 hours, excluding associated down time, will be dedicated live fire training.

6.6.2.2 Previous firearms training and qualification may be accepted if verified and applicable to requirements outlined in this contract.

6.6.3 Initial and Semi-Annual Firearms Qualification

6.6.3.1 PSOs must qualify using duty ammunition.

6.6.3.2 Each firearms qualification "session" consists of no more than two attempts to qualify. If unsuccessful on first qualification attempt, second attempt must occur immediately after. A qualifying score is 80% or better (Exhibit 4C).

6.6.3.3 Contractor shall ensure PSOs receive necessary firearms training and/or range time to successfully re-qualify during semi-annual requirement.

6.6.4 Transitional Weapon/Weapon Platform Change

6.6.4.1 Contractor shall complete Transitional Weapon and Weapon Platform Change training in accordance with Exhibit 4C.

6.6.4.2 PSO must have a current qualification to complete Transitional Weapon or Weapon Platform Training/Qualification. If PSO does not have current qualification, PSO must complete training and qualification in accordance with 6.6.2.1.

6.6.5 Non-Qualification Requirements

6.6.5.1 If PSO does not qualify during first session, PSO must attempt a second qualification session within 30 days.

6.6.5.2 Contractor is responsible for determining PSO training needs and must provide a minimum of eight hours of remedial training prior to second qualification session.

6.6.5.3 Contractor shall document remedial training conducted in PSOs personnel file.

6.6.5.4 If PSO does not qualify during second qualification session, Contractor must provide a minimum of eight hours of remedial training prior to each session (two attempts) at qualification by PSO.

6.6.5.5 Government shall not be liable for compensating a Contractor for any additional expenses or costs incurred by Contractor to maintain PSOs semi-annual weapons qualification.

6.6.6 Initial and Refresher Less-Than-Lethal Weapons Training

6.6.6.1 Contractor shall conduct annual refresher training for any less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stuns weapons, etc.), equipment, or devices required under this contract.

6.6.6.2 Contractor is responsible for providing training and certification as specified by manufacturers' recommendations and/or any state or local requirements that may apply to use or carriage of less-than-lethal weapons.

6.7 Government-Provided Training

6.7.1 Scheduling of Government-Provided Training and Testing

6.7.1.1 Contractor shall schedule and coordinate Government-provided training and testing with COTR. Government will only schedule this training after contract award.

6.7.1.2 Contractor shall ensure PSOs attend scheduled training, examination, and qualification sessions. Term 'absence' includes any person properly scheduled for training/testing and who fails to report to appointed place, at proper time, and date. An absence may be excused or unexcused.

6.7.1.3 FPS Training Instructors shall compile a list of PSOs who have an unexcused absence for each day of training and will forward this list to COTR.

6.7.2 Orientation Training

6.7.2.1 PSOs must receive FPS Orientation Training before standing post.

6.7.3 Screener Training

6.7.3.1 PSOs must complete Screener Training and pass a Government-administered examination.

6.7.3.2 If PSO does not pass examination on first attempt, PSO may have one additional attempt within 90 days from date of first attempt to pass examination.

6.7.3.3 If PSO is unsuccessful after second attempt, PSO must wait one year to re-train and re-take examination.

6.7.3.4 If PSO does not pass examination on first attempt, but waits longer than 90 days to re-attempt examination, PSO must wait one year to re-train and re-take examination.

6.7.3.5 PSO shall not work under any FPS contract during one year waiting period.

6.7.3.6 After one year waiting period, Contractor shall consider PSO a new hire.

6.8 First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) Training

6.8.1 PSOs must maintain a valid/current certification for First Aid/CPR/AED from American Red Cross (ARC) or American Heart Association (AHA).

6.8.2 Training and certification must include a full-course curriculum for adult, youth, and infant modules, conducted by certified instructors, in accordance with ARC or AHA guidelines.

6.8.3 Government requires CPR/AED course(s) to provide practical application exercises (hands-on training).

6.8.4 Contractor is responsible for scheduling, obtaining, and covering all associated costs.

6.8.5 PSOs must possess, on their person while on duty, a valid/current (original or photocopy) First Aid/CPR/AED certification card from ARC or AHA.

6.9 Other Special Training

6.9.1 Contractor is responsible for providing any training required by state or local jurisdictions pertaining to PSO duties and functions required in this contract. Contractor shall factor all associated costs into its offering prices.

6.9.2 Government reserves right to order additional, unanticipated, "special training" under this contract which may be Government or Contractor provided.

6.9.2.1 Government will immediately notify Contractor and identify additional, unanticipated "special training" requirements.

6.9.2.2 Any requests for equitable adjustment, if any, arising from additional special training shall be provided to CO for consideration. Any such requests shall include total amount of adjustment and a supporting price breakdown which details how Contractor calculated adjustment and any assumptions by Contractor.

6.9.2.3 Government will evaluate requests for equitable adjustment. Adjustment(s) are subject to negotiation to ensure they are fair and reasonable.

6.9.2.4 For pay purposes, Government considers time spent by certified PSOs in additional "special training" as equivalent of time spent standing post.

6.9.3 Nuclear Regulatory Commission (NRC) Ancillary Training

6.9.3.1 PSOs shall complete training as outlined in Exhibit 4H, NRC Ancillary Training. This training will be provided at no cost to the Contractor.

7 Documentation Requirements

7.1 File Creation

7.1.1 Contractors shall use an FPS provided spreadsheet template to transmit electronic Contractor and PSO information. This template requires the Contractor to have access to and use of Microsoft Excel (2003 or more recent version) application.

7.2 Electronic Certifications

7.2.1 Contractor shall complete and certify PSO certifications as directed by COTR or FPS designated personnel, using FPS approved spreadsheet.

7.2.2 Contractor shall submit PSO certifications via e-mail to COTR no later than seventh day of each month, or as directed by COTR.

7.2.3 FPS shall not reimburse Contractor for services rendered by a PSO lacking appropriate licenses, permits, training, and certifications.

7.3 Personnel Filing System

7.3.1 Organization of Files

7.3.1.1 Contractor shall maintain personnel files for employees who work under this contract. These files shall reside in Contractor Manager's office and be made available to Government immediately upon request.

7.3.1.2 Contractor must maintain legible, paper or computerized system (electronic/scanned) files containing training, certification, licensing, and permit information required in SOW.

7.3.1.3 Contractor shall maintain files for a minimum of five years after contract closeout, upon receipt of official contract closeout modification.

7.3.1.4 Contractor shall organize PSO personnel files in the following order:

- a. DHS 11000-6, *Non-Disclosure Agreement*
- b. Photograph (current)
- c. National Security Information Clearance Letter
- d. Driver's License/State Identification
- e. Proof of Education (High School Diploma or GED)
- f. Suitability Decision Letters (including date current suitability expires)
- g. Verified Alien/Immigration Status (I-9 or e-Verify certificate)
- h. Lautenberg Amendment Domestic Violence Statement (annual)
- i. Medical Certification¹
- j. Mandatory Pre-Employment Drug Screening

¹ Contractor may file medical information separately from general personnel files to ensure privacy of the individuals

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- k. Post-Employment Drug Screenings
- l. CPR Certification
- m. AED Certification
- n. First Aid Certification
- o. Contractor-Provided Initial Weapons Training and Qualification
- p. State Weapons Permit and Renewal
- q. State Security Officers Certification and Renewal
- r. Local Permits and Renewals
- s. Contractor-Provided Baton Certification
- t. Contractor-Provided OC Spray Certification
- u. Contractor-Provided Basic Training
- v. Contractor-Provided Refresher Training
- w. Government-Provided Orientation Training
- x. Government-Provided Screener Training
- y. Firearms Qualifications Witnessed by FPS employee
- z. Copies of Complaints, Investigations, and Disciplinary Actions for all Infractions Committed Under Contract
- aa. Copies of Commendations, Awards, and Letters for Any Work Performed

7.3.2 Audit of Personnel Files

7.3.2.1 CO, COTR, or FPS Representative shall have express authority to review contract employee personnel file and/or request documentation which clearly identifies overall status of contract employees, at any time during contract period.

8 Waivers and Deferments

8.1 General Information

8.1.1 CO, in agreement with COTR, may temporarily defer proposed timelines for required training, testing, or equipment cited in this contract, when circumstances, such as emergencies or significant, unanticipated increases in required services occur.

8.1.2 PSOs will not work under a temporary deferment without written consent from CO and deferment request shall not exceed 120 calendar days.

8.1.3 Contractor shall request such deferments in writing to CO and cite specific reasons for temporary deferment.

8.1.4 Contractor shall provide a detailed plan of action, including timelines, to achieve full compliance with contract requirements in writing to CO.

8.1.5 If CO grants a temporary deferment, Contractor shall abide by proposed timeline. Upon expiration of temporary deferment and if training/testing requirements have not been met, PSOs will be removed from working on contract.

8.1.6 Government may be entitled to consideration, monetary or otherwise for granted deferments.

8.2 Medical Standards

8.2.1 Government shall not grant any waivers or deferments of medical standards.

8.3 Testing Procedures

8.3.1 Government shall not grant waivers to testing procedures.

8.4 Adjudication and Clearance Requirements

8.4.1 Government shall not grant waivers or deferments to adjudication and clearance requirements.

8.5 Permanent Waivers

8.5.1 Government shall not issue permanent waivers to any requirements.

9 Required Services

9.1 Order of Precedence

9.1.1 PSOs shall perform services as prescribed in documents below; if there are any inconsistencies between documents, following order of precedence applies:

- Contract (including any associated task orders)
- Post Orders
- Post Desk Book (including FPS Operating Orders, Standard Operating Procedures, and Facility Occupant Emergency Plan)
- Security Guard Information Manual (SGIM)

9.2 Post Orders

9.2.1 PSOs shall perform tasks in accordance with duties outlined in Post Orders.

9.2.2 PSOs shall not deviate from directions provided by Post Orders, except in emergencies or as directed by COTR.

9.2.3 COTR may modify, amend, and/or revise Post Orders to change, shift duties, start and stop times, and post locations, provided change is within scope of contract and has no impact on contract cost and does not require modification to task order or contract.

9.2.4 CO is only authorized government agent that can increase or decrease amount of equipment and/or supplies required, or otherwise change contract's cost or price.

9.2.5 CO will direct changes through a written modification to contract or task order.

9.2.6 Contractor may be financially liable for accepting or implementing changes by anyone other than CO; therefore, Contractor shall be responsible for verifying with CO whether Contractor should provide any requested changes pending issuance of a contract or task order modification.

9.3 Typical Duties

9.3.1 PSOs will perform a variety of security-related duties, depending on type of posts assigned and must be thoroughly familiar with Post Orders and Officer's Duty Book of assigned posts.

9.3.2 PSOs will monitor and observe facility occupants and visitors for compliance with Federal Management Regulations, Facility Management, (41 CFR 102-74) and facility's posted rules and regulations.

9.3.3 PSOs shall identify, report, delay, or detain persons who violate rules and regulations, as appropriate and in accordance with Post Orders.

9.3.4 PSOs shall report incidents in accordance with established procedures.

9.3.5 Off-going PSOs shall provide a brief summary to on-coming PSOs of recent, continuing, or anticipated events and occurrences for assigned post.

9.3.6 PSOs shall be responsible for maintaining logs, reports, and files of incidents and occurrences encountered during tour of duty.

9.3.7 PSOs will perform duties in a professional manner, responsible for observing surrounding environment, and, when necessary, questioning those persons whose activities arouse suspicion.

9.3.8 PSOs shall be knowledgeable of location and use of: first aid kits, fire extinguishers, AEDs, fire alarms, emergency exits, and duress alarms (if any) and ready, willing, and able to use as necessary and required by Post Orders.

9.3.9 PSOs shall be familiar with each tenant Agency and location within facility, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information upon inquiry.

9.3.10 PSO shall not provide more than 12 hours of combined service on any one or multiple contracts administered by FPS, in any 24 hour period. Exception to rule: *There must be an eight hour non-duty period between work periods or granted an exception by COTR.*

9.4 Access Control Posts

9.4.1 Purpose of access control is to allow only authorized individuals, vehicles, and items, as defined by facility policy and post orders, to pass into controlled areas.

9.4.2 PSOs shall control individuals attempting to gain access to facility by verifying identification.

9.4.3 PSOs shall control vehicular access to a facility by verifying identification.

9.4.4 PSOs shall control delivery access to facility by verifying identification, bill of lading, manifest, and cargo.

9.5 Visitor Processing Posts

9.5.1 PSOs shall process visitors by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are subject to screening.

9.6 Screening Posts

9.6.1 PSOs shall operate screening post as directed by Post Orders, or COTR, in event of an emergency or elevated security posture.

9.6.2 PSOs may conduct inspections using automated technology, by manual tactile techniques such as touching and feeling, or by visual surveillance.

9.6.3 PSOs will conduct and record performance tests of equipment as directed in Post Orders.

9.6.4 PSOs shall deny admittance to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

9.7 Patrol & Response Posts

9.7.1 PSOs shall conduct patrols in accordance with routes and schedules established in Post Orders or as directed by COTR.

9.7.2 PSOs shall observe, detect, respond to and report on potential or actual security violations.

9.7.3 Roving patrol security officers will serve as first responder (awareness level) to security alarms and emergencies occurring within area of assignment.

9.8 Control Center Operations

9.8.1 PSOs assigned to Control Center Operations posts serve as point-of-contact for non-emergency and emergency communications and information, as well as operate and monitor security and safety systems.

9.9 Traffic Control

9.9.1 PSOs will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and examine surroundings for suspicious vehicles or persons, when required by post orders or direction of COTR.

9.9.2 PSOs may identify, delay, and detain suspicious person(s), as necessary to maintain a level of security sufficient to ensure safety and protection of personnel, property, and resources.

9.10 Receipt, Use and Safeguarding of Keys

9.10.1 PSOs will be responsible for receiving and utilizing keys and access control devices (i.e., "key cards," lock combinations) required for duty.

9.10.2 PSOs shall consider keys and access control devices as sensitive assets and safeguard and secure as directed by Post Orders.

9.10.3 Keys and access control devices are Government property and shall be returned to issuing agency at contract termination or when no longer needed for performance of contract.

9.10.4 PSOs shall not remove keys and access control devices from facility premises unless specifically authorized by COTR.

9.10.5 Contractor shall immediately report missing, lost, unusable, and/or stolen keys or access control devices to COTR.

9.11 Security and Safety Systems

9.11.1 PSOs shall monitor and operate facility fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or facility equipment located on or near post, in accordance with Post Orders.

9.11.2 When an alarm sounds, PSOs shall immediately report and record an incident as required by Post Orders.

9.11.3 PSOs shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with Government video surveillance cameras systems.

9.11.4 PSOs shall immediately notify a supervisor, COTR, and FPS MegaCenter if any systems under their control malfunction, fail completely, or otherwise need maintenance.

9.11.5 PSOs, during emergencies, may have a requirement to perform simple emergency-related functions as prescribed in Post Orders: i.e. activate/deactivate facility systems, to include heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches.

9.12 Rules and Regulations Governing Conduct on Federal Property

9.12.1 PSOs will monitor and observe facility occupants and visitors for compliance with the Federal Management Regulations (41 CFR 102-74) and the facility's posted rules and regulations. PSOs shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.

9.13 Physical Security, Law, and Order

9.13.1 PSOs shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders.

9.13.2 PSOs are responsible for detecting, delaying, and/or detaining, persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

9.14 Hazardous Conditions

9.14.1 PSO's shall immediately report, in accordance with Post Orders, potentially hazardous conditions and items in need of repair, i.e. inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken/slippery floor surfaces, blocked emergency routes/exits.

9.14.2 PSO's must remain vigilant in order to observe, report, and provide emergency response to a variety of hazards and activate alarms, notify appropriate authorities, and control access to hazardous zones from a remote area or safe distance.

9.15 Response to Injury or Illness

9.15.1 PSO's shall summon assistance in accordance with Post Orders, in case of injury or illness to any person on federal property.

9.16 Additional Duties

9.16.1 PSO's shall turn off unnecessary lights, secure safes, repositories, cabinets, windows, doors, gates and other facility access points, and perform any other additional duties as prescribed in Post Orders.

9.16.2 PSO's will not perform duties ordinarily conducted by janitors, facility maintenance staff, delivery persons, receiving officials, or mechanics.

9.16.3 PSO's are not required or expected to provide any facility systems services, except very basic functions as prescribed in Post Orders.

9.17 Reports, Records, and Testimony

9.17.1 PSO's shall immediately report potential or actual serious incidents to MegaCenter before responding, if situation allows. If PSO is unable to report to MegaCenter immediately, PSO shall report incident when situation allows. COTR shall be briefed after incident has terminated.

9.17.2 PSO's shall prepare and maintain required reports in accordance with Post Orders.

9.17.3 Contractor shall retrieve DHS Form 3155, *Offense and Incident Report*, and Prohibited Items reports from each post and submit these reports for previous week to COTR every Monday by 10:00 a.m. or as otherwise directed by COTR.

9.17.4 PSO's shall coordinate with COTR when required to testify in judicial proceedings on behalf of Government; these proceedings take priority over other Contractor-scheduled duties.

9.17.4.1 PSO's required to make a court appearance shall receive remuneration from Contractor at same hourly rate earned while on duty, and in turn, Government shall remunerate Contractor in the event Contractor submits a request for equitable adjustment.

9.17.4.2 Contractor may submit a request for equitable adjustment for actual hours a PSO spent at court (including transit times from duty station to court), whether or not PSO testified.

9.17.4.3 PSOs scheduled to testify on behalf of Government shall wear duty uniform, without weapons/firearms, unless instructed otherwise by COTR.

9.17.4.4 Contractor shall ensure post is covered, if PSO testifying on behalf of Government is scheduled for duty.

9.18 Civil Disturbances

9.18.1 PSOs shall perform other functions, as directed, at government facilities or grounds which may be necessary during situations, such as civil disturbances or other criminal acts, which could adversely affect security and/or safety of government employees, property, and general public.

9.19 Emergencies

9.19.1 In case of an emergency condition requiring immediate attention, Contractor's on-site supervisor or lead PSO shall take action at direction of or in coordination with COTR to appropriately secure posts in accordance with Post Orders and divert uniformed personnel from their normal assigned duties to meet condition and summon appropriate assistance as required in Occupant Emergency Plan.

9.19.2 Contractor shall immediately notify Designated Government Official or Prime Tenant Agency, in accordance with Post Orders, of action taken and shall immediately contact FPS MegaCenter to report same information.

9.19.3 There shall be no additional cost charged to Government for diversion, and there shall be no penalty to Contractor for normal daily work not completed and otherwise scheduled. PSOs shall report incidents of this nature in accordance with procedures outlined in Post Desk Book. Upon resolution of situation, contract employees should return to their assigned posts and duties.

9.20 Primary Security Responses

9.20.1 PSOs may have to act independently as primary security response until law enforcement assistance arrives.

9.21 Protective Security Officer Post Arrival & Departure

9.21.1 FPS utilizes a Post Tracking System (PTS) as an electronic validation of post staffing. PSOs will check-in/out of PTS upon arriving at departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders. Government will provide Contractor with necessary personal identification numbers after receiving certification and testing data for employee.

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9.21.2 PSOs providing relief will check-in/out of PTS at each post relieved as directed by Post Orders, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.3 PSOs working TAS/ESS posts will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number, as reflected in Post Orders.

9.21.4 PSOs must check-in to PTS within 10 minutes of scheduled post start time or PTS will alert, post is open, and Contractor will not be paid for any time when a post is in "open" status.

9.21.5 If PSO checks-in to PTS later than scheduled post start time, Contractor will only receive payment for actual time PSO spent on post.

9.21.6 If PSO checks-in to PTS and FPS determines a PSO does not have appropriate qualifications, post will be considered "open." Contractor will not receive payment for "open" post hours.

9.21.7 Contractor will provide COTR a detailed memorandum of explanation to any invoice discrepancies between hours billed and PTS records. (Note: *Receipt of a memorandum of explanation does not guarantee that FPS will accept an explanation or issue credit for payment purposes.*)

9.21.8 Government will reconcile Contractor's monthly invoice with monthly reports generated from PTS data for payment purposes.

9.22 Use of DHS Form 139

9.22.1 Government will accept use of DHS Form 139 under following conditions:

- COTR or CO determines PTS service is permanently unavailable
- COTR or CO determines PTS is temporarily unavailable
- COTR or CO determines an unforeseen circumstance beyond control of Contractor or Government precludes use of PTS.

9.22.2 Contractor's employees shall sign-in using their personal identification number and name when reporting for/leaving work and shall sign out using DHS Form 139.

9.22.2.1 PSOs who patrol between facilities will sign in/out at each facility visited as directed by Post Orders. Government shall specify on-site registration points and Contractor must use those points for this purpose.

9.22.2.2 Contract employees working on Temporary Additional Services (TAS/ESS) posts will record "TAS/ESS" in "Post" column. Relief PSOs shall sign in/out at each post visited as directed by Post Orders.

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9.22.2.3 Contract employees must complete each successively lower line on DHS Form 139 in chronological order without exception, leaving no lines blank among signatures in any period and using no more than one line to enter a calendar date for separating individual workdays.

9.22.2.4 Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and Contractor will not receive credit for payment purposes. If errors in signatures, times, post numbers, or duty status occur on DHS Form 139, contract employee should draw a single line through entire line on which such mistakes appear and use next line immediately below (or following on subsequent sheets) to record information in a correct manner.

9.22.2.5 Contractor must attach a detailed memorandum of explanation to each DHS Form 139 containing erroneous entries, describing mistakes made with applicable valid lines of information, and for reporting reasons for those mistakes.

9.22.3 If Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility), Contractor will retrieve forms from each post and submit reports for previous week to COTR every Monday by 10:00 am or as otherwise directed by COTR.

10 Conduct of Contractor Personnel

10.1 General Information

10.1.1 Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and imposing disciplinary action when necessary, up to and including removal at its own discretion or by direction of CO.

10.1.2 Government reserves right and prerogative to deny and/or restrict facility and information access or to direct removal from contract of any contract employee whom:

10.1.2.1 Government determines contract employee presents a risk of compromising sensitive Government information to which he or she would have access to under this contract.

10.1.2.2 Engages in serious misconduct, to include, but not limited to dishonest and untrustworthy behavior.

10.1.2.3 Solicits or receives gifts based upon position.

10.1.2.4 Engages in personal use of government property.

10.1.2.5 Uses government property or non-public information for private gain.

10.1.2.6 Engages in political or private fundraising while on duty.

10.1.2.7 Promotes or endorses political candidate or agenda while on duty.

10.1.3 Government shall not be responsible for any additional costs borne by Contractor in connection with removed personnel.

10.2 Reporting Adverse Information

10.2.1 General Information

10.2.1.1 Contractor will report, to COTR, any adverse information that may impact employment, performance, or suitability of an employee within 12 hours.

10.2.1.2 Contractor shall not make reports based on rumor or innuendo. Subsequent termination of employment of an employee does not eliminate requirement to submit a report. Report shall include employees' name, social security number, and descriptive narrative regarding adverse information.

10.2.1.3 If an employee has a disqualifying event under Lautenberg requirement, Contractor shall immediately remove individual from PSO position and notify COTR.

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10.2.2 Notification of Arrest

10.2.2.1 PSOs and Key Personnel shall notify Contractor within 12 hours of arrest. Failure to notify may result in a request for removal from this contract.

10.2.2.2 Contractor will notify COTR within 12 hours of employee's notification of arrest to Contractor.

10.3 Government Directed Removal of Contractor Employees

10.3.1 CO will provide written, specific reasons for removal of an employee to Contractor.

10.3.2 COTR may recommend to CO, to direct Contractor, to remove an employee under following circumstances:

10.3.2.1 Not maintaining satisfactory performance in accordance with contract

10.3.2.2 Found unfit for performing security duties during tour of duty

10.3.2.3 Misuse, willful damage, or willful destruction of Government property

10.3.2.4 Disqualification for employment performance suitability or other security reasons

10.3.2.5 Arrest or Failure to make Notification of Arrest

10.3.3 Contractor may dispute directed removal in writing, within seven days of notification. CO will make a final determination and provide a written response to Contractor.

10.4 Contract Employee Reinstatements

10.4.1 When Government takes action that may impact suitability or work fitness status of a contract employee, Contractor may appeal decision to FPS via submission of appeal to CO.

10.4.2 Contractor may appeal to a supervisory level above CO.

10.4.3 Contractor will receive a written appeal decision with a brief explanation of decision to uphold or reverse CO's decision.

10.4.4 While appeal is under consideration, employee shall not work under this Contract.

11. Key Personnel

11.1 General Information

11.1.1 Under this contract, Government designates positions of Contract Manager, Supervisors, and Training Instructors as "key personnel". Contractor shall submit Key Personnel Resumes as part of Transition Plan. Resumes shall clearly detail individual's qualifications.

11.1.2 CO and COTR must approve proposed Key Personnel prior to assignment under this contract. Contractor shall not replace any Key Personnel without submitting a Key Personnel Resume to CO for approval. CO and COTR have a right to request replacement of key personnel when deemed necessary.

11.1.3 Contractor shall provide to CO and COTR, name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of "Key Personnel" by date of first post-award meeting.

11.2 Contract Manager

11.2.1 Contract Manager (CM) position requires a minimum of five years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

11.2.2 CM must have a bachelor's degree in any field of study or have substantial and credible law enforcement, military or business management experience, which demonstrates individual's capacity to effectively manage a security force and contract/task order equivalent to scope, magnitude, and complexity as described in this SOW.

11.2.3 CM shall have complete authority to act for Contractor during term of contract. CM shall have authority to accept notices of deductions, inspection reports, and correspondence on behalf of Contractor.

11.2.4 CM will have overall responsibility for implementing, monitoring, and upgrading Contractor's quality control plan and is responsible for ensuring Contractor's work force complies with contract requirements.

11.2.5 CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss deficiencies. After normal duty hours or on weekends and holidays, CM shall be available within two hours.

11.2.6 Under no circumstances, shall uniformed employees performing productive or supervisory hours under terms of contract/task order or any other security force contract/task order administered by FPS, perform CM duties.

11.3 Supervisor

11.3.1 Supervisor(s) shall have a background with a minimum of two years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.3.2 If an employee lacks experience, listed above, and is selected for a supervisory position, Contractor, by written request, shall provide evidence of similar leadership experience. Acceptance of evidence shall be at discretion of COTR. Under no circumstances, shall Supervisors perform productive hours while working in a supervisory capacity.

11.3.3 Contractor shall maintain no less than the amount of supervision described in the Management Approach aspect of their proposal. If at any time after award, Contractor determines additional supervision beyond initial proposal is necessary to address performance issues, Contractor shall provide such additional supervision at no additional cost to Government.

11.4 Training Instructor

11.4.1 Training Instructor(s) shall have a background with a minimum of two years of successful experience in training experience (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.4.2 Contractor may propose, by written request, an employee for a training instructor position who lacks above experience, provided Contractor offers evidence of similar training experience. Acceptance of such an alternative shall be at discretion of CO.

11.4.3 Training Instructor shall possess appropriate certifications to perform First Aid, CPR, AED, and firearms instructions. Training Instructors for First Aid, CPR, and AED must have an Instructor certification from ARC or AHA.

11.5 Other Than Key Personnel

11.5.1 Corporate Security Officer

11.5.1.1 Contractor shall appoint an individual to perform as Corporate Security Officer. Though not designated as "key personnel" this position serves as an integral point of contact and will interface with DHS Security Office, through COTR, on security related matters.

11.5.1.2 Requirements listed under section 11.1 for "key personnel" do not apply to Corporate Security Officer.

12 Operations

12.1 Work Site

12.1.1 Schedule

12.1.1.1 Contractor shall be responsible for scheduling work and notifying PSOs of work schedules, in a manner consistent with effective contract management. Contractor shall furnish a copy of most current schedule to Government when requested by CO or COTR.

12.1.2 Breaks

12.1.2.1 Contractor shall provide breaks and or meal periods in accordance with minimum state requirements and/or applicable Collective Bargaining Agreements. Exhibit 1 specifies which posts require a PSO relief provision.

12.2 Compliance

12.2.1 Contractor is responsible for compliance with workplace regulations, including, but not limited to OSHA regulations.

12.3 Labor Category

12.3.1 Contractor may only utilize DOL Category Guard II Security Officers to perform services under this contract.

12.4 Contract Effort Required

12.4.1 Productive Hours

12.4.1.1 SOW Exhibit 1 provides basis for estimated quantities of PSO coverage included under this contract. SOW Exhibit which reflects current recurring coverage, in described areas, is for estimating purposes only. Each task order will be issued with actual requirements and will set forth a ceiling price in the Schedule.

12.4.2 Reserve Security Force

12.4.2.1 Contractor shall maintain an on-call reserve force (e.g. basic, temporary additional services) at all times; staffing and resources must be sufficient to perform required services, to including, out-of-service training, employee leave status, and COOP activation.

12.4.2.2 Reserve PSOs shall meet minimum qualification standards before working any post.

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12.4.3 Emergency Security Services

12.4.3.1 Contractor shall furnish properly qualified PSOs, management, supervision, and equipment and supplies for sustained emergency surge security force services, i.e. natural disasters, civil disturbances, or other unanticipated events.

12.4.3.2 Hourly rate for emergency PSO services shall be inclusive of all costs (e.g. travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations specified by Government when ordered. There will be no "phase-in" period for these requirements.

12.4.3.3 Requirements ordered under emergency force service CLIN(s) will be for no more than 120 days of service.

12.4.3.4 Government shall notify Contractor within 30 days prior to expiration of emergency force service task order. If long-term requirements are needed, those posts/locations shall be calculated at basic hourly rates for fixed posts facilities, as specified in contract.

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13 Government-Provided Property

13.1 General Information

13.1.1 Contractor shall use and/or operate Government-provided property in a responsible manner. Contractor is solely responsible for care and accountability of Government-provided equipment in accordance with terms and conditions of this Contract.

13.1.2 Contractor shall return all Government-provided property to COTR, to include identification, equipment, or access materials when property is no longer necessary for contract performance, expired, employee termination resignation, or at direction of COTR within five calendar days of any event listed above.

13.1.3 Contractor will return any Tenant-provided property to issuing agency, to include identification, equipment, or access material when property is no longer necessary for contract performance, expired, employee termination resignation, or at direction of COTR within five calendar days of any event listed above.

13.2 Use of Government Property

13.2.1 Contractor shall use Government property for official Government business only, in performance of this contract. Contractor and contract employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.

13.2.2 Contractor shall reimburse Government for expenses associated with misuse or abuse of Government furnished property or equipment by contract employees.

13.3 Accountability of Government Property

13.3.1 Property furnished by Government under this contract shall remain Government property. Upon termination or conclusion of contract, Contractor shall render an accounting of such property that has come into their possession during contract period. Contractor will acknowledge receipt of Government-issued property on a Government property receipt form (Exhibit 2E).

13.3.2 If any Government issued (DHS, FPS, or tenant agency) identification, equipment, or access materials are not available for return, Contractor must submit a report to COTR, referencing any control number, name of individual to whom issued, last known location and disposition of item.

13.3.3 Government shall repair or replace any Government-provided property that incurs damage or loss from improper use or negligence by contract employees. Government shall deduct cost of such repairs or replacement from Contractor's invoice. Contractor shall remunerate Government for expenses associated with misuse of telephones or other Government furnished office equipment by contract employees.

13.3.4 Unless otherwise specified, Government is responsible for repair and maintenance of Government-provided property.

13.3.5 Contractor is responsible for timely reporting, as identified herein, to COTR of any property deficiencies or losses. Contractor shall identify loss or damage to Government-provided property to COTR as soon as possible, but no later than 24 hours after discovery by Contractor.

13.3.6 Contractor shall provide COTR with an inventory of Government-provided property no later than 10th day of January, April, July, and October. Inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment. Inventory reports shall be in writing, using a Government form (Exhibit 2B) or format approved by COTR.

13.4 Safeguarding Government Property

13.4.1 Contractor shall take reasonable precautions to safeguard and protect Government property, as directed by Government or in absence of such direction, in accordance with sound industrial practices.

13.4.2 Work under this contract may require contract employees to have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to Government, other private parties performing, or seeking to perform work for Government.

13.4.3 No contract employee shall have authorization to read, photocopy, remove, or otherwise appropriate such information for personal use or disclose such information to third parties unless specifically authorized in writing by CO. Violations of this policy may result in contractual actions up to and including Termination for Default or default, as applicable, and/or removal of contractor employee.

13.4.4 Government may pursue any available contractual or legal remedies for the unauthorized use of information and/or property to include prosecution under the law.

13.5 HSPD-12 Personal Identity Verification (PIV) Cards

13.5.1 PSOs working under contracts with a period of performance of 6 months or longer, will be required to complete PIV card process.

13.5.2 PIV Cards are valid for three years from date issue, unless lost, surrendered, or revoked.

13.5.3 Valid PIV cards previously issued to PSO by a DHS component, will be accepted. PIV cards issued by a non-DHS component will not be recognized by DHS and PSOs must complete PIV card process.

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13.5.4 Contractor shall follow procedures contained in Exhibit 9E, Government Provided Property HSPD-12 Personal Identity Verification (PIV) Card Employee Application Process, to obtain a PIV card for each contract employee (prime and subcontracted).

13.5.5 In instances where an employee requires a new PIV card, due to a name change, Contractor shall contact COTR and Region Suitability Office to initiate action. Employee will be required to provide legal documentation showing official name change.

13.5.6 CO shall have express authority to demand return of PIV card for any contract employee who does not maintain contract compliance, qualification, and/or certification standards.

13.5.7 Contractor shall follow established procedures for reporting lost/stolen PIV cards, in accordance with section 13.3.5

14 Contractor-Provided Property

14.1 General Information

14.1.1 Contractor shall furnish and maintain uniform and equipment items in a condition acceptable to Government.

14.1.2 Contractor is solely responsible for quality and performance of Contractor-provided equipment.

14.1.3 Contractor shall provide COTR an inventory of Contractor-Provided Property on an annual basis by January 10 of each contract year. Inventory shall include Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

14.1.4 Contractor may have a requirement to furnish some or all types of equipment described herein. Current requirements for such equipment are set forth within related SOW Exhibits. If no current requirements exist, Government may modify contract at any time to incorporate emerging requirements.

14.2 Communications Equipment

14.2.1 Contractor shall obtain applicable permits in accordance with Federal Regulations for operation of such radio equipment. Contractor shall provide a copy of such permits to COTR prior to utilization of designated frequencies. Government may identify radio frequencies for use by Contractor.

14.2.2 Contractor must ensure useful availability of Contractor furnished communications equipment on a continuous basis. Contractor shall immediately provide fully operational substitute communications equipment when primary equipment is temporarily inoperable.

14.3 Vehicles

14.3.1 Contractor shall obtain applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for operation of vehicles.

14.3.2 All costs for operation and maintenance of vehicle(s), including license and insurance fees, shall be borne by Contractor.

14.4 Firearms, Ammunition, and Less-Than-Lethal Weapons

14.4.1 Contractor shall obtain applicable permits, licenses, and registrations in accordance with Federal, state, and local laws for acquisition, carriage, and use of firearms, ammunition, and less-than-lethal weapons.

14.4.2 All costs associated for acquisition and maintenance of firearms, including license and insurance fees, shall be borne by Contractor.

14.4.3 Contractor shall provide applicable accessories such as clearing barrels, trigger locks, gun lockers, cleaning products, etc.

14.4.4 Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements.

14.4.5 Contractor must acquire ammunition from a commercial source.

14.4.6 Exhibit 8C specifies amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, Contractor shall store and secure additional ammunition on-site, periodically rotating old duty ammunition with new ammunition. (Terms of solicitation will expressly state if weapons can be stored on Government site. If terms do not explicitly provide for on site storage, such storage will not be available).

14.4.7 Contractor shall maintain documentation for each firearm; documentation will include, at a minimum, make, model, caliber, and serial number.

14.4.8 Contractor will provide a copy of firearm inventory to COTR prior to contract performance date and shall keep list current; any change to firearm inventory must be forwarded to COTR within one week of change.

14.4.9 PSOs shall inspect firearm for serviceability prior to each tour of duty and must arm with three magazines or speed loaders, at full capacity, in a duty-ready manner (magazine in weapon round in chamber).

14.5 Personal Protective Equipment (PPE)

14.5.1 Contractor is responsible for ensuring protections of workforce are in accordance with 29 CFR 1910.120.

14.5.2 Contractor shall furnish, stock, distribute, and sustain PPE as identified and required (Exhibit 8D) to reduce risks associated with environmental hazards, natural and synthetic toxins, bio-medical hazards, etc.

14.5.3 Contractor shall follow OSHA standards for respiratory protection including Appendix D to 29 C.F.R. § 1910.134. FPS will require Contractor to medically evaluate and clear contract PSOs for use of respirators, at least every three years, in accordance with 29 CFR 1910.134. Contractor is responsible for employee fit testing, at such time a public health authority declares use of respirators to be mandatory.

14.5.4 PSOs shall wear all required PPE in performance of their duties when doing so complies with existing facility protocol; federal, state, or local public health authority recommendation related to type of duty performed; or locale in which PSO is performing; or when expressly authorized to do so by CO or COTR.

14.5.5 Government may provide Contractor with quantities of some or all items as specified in Exhibit 9C when, where, and if available. Contractor shall not rely on possible Government provisions to meet requirements.

14.6 Uniforms and Grooming

14.6.1 PSO uniforms shall be of a style in general use by large security force organizations. Government reserves right to review uniform components. PSOs shall wear same color and style of uniform and maintain a professional and neat appearance at all times.

14.6.2 PSOs shall comply with standards for wear and care of uniform items in accordance with SGIM.

14.6.3 PSOs shall wear PIV card on outermost uniform garment or as otherwise directed by COTR.

14.6.4 Contractors shall grant reasonable accommodations to religious practices of PSOs, without regard to religious preferences, as long as religious practices do not affect PSOs ability to perform required tasks or a significant safety risk. COTR shall review reasonable accommodation documentation to ensure completeness and contract compliance.

14.6.4.1 Accommodations shall be consistent with legal and Constitutional standards and essential mission requirements. Accommodated religious practice shall not suggest government endorsement of any particular faith, shall not reasonably appear to propagate an individual's faith, shall not significantly undermine public's confidence in FPS, shall not create a significant safety risk to PSOs or public, and shall not conflict with mission-essential job task requirements.

14.6.4.2 PSOs may carry/wear objects of religious significance when their faith requires, provided it is done so discreetly (i.e. under uniform whenever possible) and does not interfere with uniform wear and function.

14.6.4.3 Religious headgear shall be consistent with duty uniform colors and shall be no larger than required by an individual's religious requirements. PSOs may have a requirement for religious headgear to bear an insignia and other distinctive uniform markings for ease identification during an emergency.

14.6.4.4 Contractors will grant reasonable accommodations to grooming standards such as haircut and shaving standards.

14.6.4.5 PSOs receiving an accommodation shall maintain as neat and professional an appearance as religious requirements permit. Whenever possible, PSOs will wear hair, in excess of regulation length, under a uniform hat or appropriate religious headgear. PSOs shall neatly comb facial hair exceeding regulation length.

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14.7 Supplementary Equipment

14.7.1 Contractor is responsible for furnishing supplementary equipment identified in Exhibit 8B. PSOs shall not possess unauthorized supplemental or personal equipment (e.g., equipment not issued by Contractor or required by this contract). CO may direct removal of PSOs if found in possession of unauthorized equipment while on post.

15 Quality Control, Quality Assurance, and Performance Evaluations

15.1 Quality Control

15.1.1 Contractor Quality Control Monitors shall conduct inspections in accordance with Quality Control Plan. Inspections shall be as frequent and necessary to ensure effective performance. Contractor may perform more inspections than listed and required in Quality Control Plan.

15.1.2 Quality Control Monitors shall not serve as PSOs working under this Contract.

15.1.3 Quality Control Monitors shall prepare Quality Control Inspection Reports. Reports shall remain on file with Contractor during entire contract period and made available to Government upon request.

15.1.4 Contractor shall provide quarterly reports detailing results of Quality Control Inspections to COTR. Reports should be received no later than 10th day of January, April, July, and October.

15.1.5 Contractor shall brief COTR within 24 hours of any deficiencies noted during an inspection and actions taken or planned to correct a deficiency.

15.1.6 Contractor is required, solely at its expense, to have sufficient quality controls which may ultimately be in excess of what Contractor identified in its proposal. If Contractor's performance indicates a need for additional quality control measures, CO and COTR will meet with Contractor to discuss performance, Quality Control Plan, and any other areas of concern.

15.2 Quality Assurance

15.2.1 Government shall use methods deemed necessary to ensure Contractor and contract employees are following terms of contract. These methods may include, but are not limited to, the following:

- Audits of records
- Audits of security and administrative procedures
- Uniformed or undercover surveillance by FPS staff
- Intrusion tests by undercover FPS staff to evaluate security force's actions
- Surveys of facility tenants regarding PSO performance, to include, but not limited to, professionalism, courtesy, and knowledge of their assigned duties

15.2.2 Training and qualifying sessions sponsored or provided by Contractor shall be subject to observation by CO, COTR, or any FPS personnel without advance notice. Purpose of such observation is to ensure Contractor is providing quality training and meeting training requirements defined in this contract.

15.2.3 If Government identifies a breach of assigned duties by contract employee(s) during oversight activities, CO and/or COTR shall contact Contractor to discuss findings and steps needed to correct an issue(s).

15.2.4 Government may take appropriate contractual remedies where Contractor does not render services in accordance with provisions of this contract.

15.3 Performance Evaluations

15.3.1 CO and/or COTR shall meet with Contractor (either in person or via teleconference) on a regular basis, but not less than annually, to discuss results of Government and Contractor quality control findings and overall performance.

15.3.2 COTR, via CO, may request Contractor to take additional steps to improve both, overall performance and adherence to submitted plans, in accordance with Section 3 (Transition, Training, Quality Control, and COOP Plans).

15.3.3 Contractors non-adherence to submitted plans may reflect negatively during annual performance evaluation and/or result in Government taking other contractual remedies.

15.3.4 Government shall formally evaluate, in writing, Contractor's performance *at least* once per year. When possible, Government should provide Contractor an opportunity to correct minor deficiencies prior to completing performance evaluation.

15.3.5 Contractor shall have an opportunity to respond, in writing, to performance evaluations. Contractor response must be received within 30 days of receipt of performance evaluation.

15.3.6 CO shall file both, performance evaluation and Contractor's response, if applicable, within contract file.

15.3.7 If Contractor does not respond, in writing, to a performance evaluation, CO shall presume Contractor's complete concurrence with performance evaluation findings.

15.3.8 CO shall complete a memorandum for record identifying Contractor's non-response and file with applicable performance evaluation.

15.3.9 Government shall use performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future contract(s).

16. Deliverables

	Item ²	Due on or by ³	Section Reference
1	Transition Plan	7 calendar days after award	<u>3.2</u>
2	Training Plan	10 calendar days after award	<u>3.3</u>
3	Key Personnel Suitability Packages	10 calendar days after award	<u>3.3.1.3</u>
4	Quality Control Plan	15 calendar days after award	<u>3.3</u>
5	Contingency & Continuity of Operations Plan	15 calendar days after award	<u>3.5</u>
6	Transition Status Reports	Weekly: Monday by 10:00 am; until all action items closed	<u>2.1.5</u> and/or <u>3.2</u>
7	Business & Corporate Licenses	Prior to PSOs standing post	<u>4</u>
8	Certification Information	7 calendar days after completion of certification requirement	<u>2.2</u>
9	Training & Qualification Schedule	10 th day of each month, provided one month in advance	<u>6.2</u>
10	DHS 139	Weekly: Monday by 10:00 am	<u>9.2.2</u>

² All items due to Government unless otherwise noted.³ All times are local time zone for COTR

11	Memorandum of invoice discrepancies	Weekly, Monday by 10:00 am	<u>9.21.7</u>
12	DHS 3155s (Offense and Incident Report)	Weekly, Monday by 10:00 am	<u>9.17</u>
13	Prohibited Items Reports	Weekly, Monday by 10:00 am	<u>9.17</u>
Intentionally Blank			
14	Quarterly Inventory Report of Contractor Property	By 10 th day of January, April, July, October	<u>13.1.5</u>
15	Quarterly Inventory Report of Government Property	By 10 th day of January, April, July, October	<u>13.3.6</u>
16	Quarterly Quality Control Inspection Report	By 10 th day of January, April, July, October	<u>15.1.4</u>
17	Notification/Reporting of Adverse Information	Within 12 hours of any event requiring notification/reporting of adverse information	<u>10.2</u>
18	Deficiencies noted during Quality Control Inspections	Within 24 hours of any deficiencies noted during inspection.	<u>15.1.5</u>
19	Arrest Notifications	Within 12 hours of any event requiring notification/reporting of adverse information	<u>10.2.2</u>
20	Government-Provided Property	Within 5 calendar days of any event listed in paragraph 13.1.2.	<u>13.1.2</u>