

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NO.
ADM-08-367

PAGE 1 OF

2. CONTRACT NO. GS07F5548P	3. AWARD/EFFECTIVE DATE 04-01-2008	4. ORDER NO. NRC-DR-10-08-367	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE 10-22-2007
7. FOR SOLICITATION INFORMATION CALL: a. NAME Romana R. Moy		b. TELEPHONE NO. (No Collect Calls) 301-415-6207		8. OFFER DUE DATE/LOCAL TIME 11-05-2007 3:00 p.m.

9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contracts Management Branch #1 Attn: Romana R. Moy, MS T-7I2 Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: SIZE STANDARD:	<input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts Contracts Management Branch #1 Attn: Romana R. Moy, MS T-7I2 Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR WACKENHUT SERVICES INC 7121 FAIRWAY DR STE 301 PALM BEACH GARDENS FL 334183766 TELEPHONE NO. 561-472-3607	CODE D&B#073891921	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7I2 Attn: (Order Number) Washington DC 20555	CODE 3100
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall furnish all contract oversight management, supervisory, and technically trained personnel, uniforms, equipment, materials, and supplies necessary to provide routine and emergency security protection and support services required. This includes, but is not limited to, armed security patrols, entrance control, personal escort duties, and parking lot control, law and order duties, and security and fire safety surveillance. The Contractor shall provide trained employees, at all times to perform the services as prescribed in and required by the Statement of Work and all contract requirements herein. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,106,162.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT. REF. WSI Response OFFER DATED see below YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: ALL (11/28/07, 02/04/08, and 03/10/08)
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Romana R. Moy</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ROMENA R. MOY CONTRACTING OFFICER
30c. DATE SIGNED	31c. DATE SIGNED 4.1.08

AUTHORIZED FOR LOCAL REPRODUCTION

SUNBI REVIEW COMPLETE

STANDARD FORM 1449 (REV. 3/2005)

TEMPLATE - ADM001

ADM002

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NUCLEAR REGULATORY COMMISSION**RQ- ADM-08-367 FINAL PROPOSAL REVISIONS****SECTION B - CONTINUATION BLOCK****11-Feb-08****SECTION B.1 PRICING SCHEDULE**

	DESCRIPTION	QTY	UNIT	FIXED PRICE	TOTAL
CLIN 0001 – BASE YEAR: 1 Mar 2008 through 30 Nov 2009					
	Guard Services w/o BA	8	MOS	\$ 67,867.09	\$ 542,937
	BA Only	8	MOS	\$ 282,703.76	\$ 2,261,630
				Subtotal:	\$ 2,804,567
	TAS Armed	NTE 7500	HRS	\$ 35.79	\$ 268,425
	TAS Unarmed	NTE 1000	HRS	\$ 33.17	\$ 33,170
				Subtotal:	\$ 301,595
				CLIN 0001 TOTAL:	\$ 3,106,162
CLIN 0002 – OPTION YEAR 1: 1 Dec 2009 through 30 Nov 2010					
	Guard Services w/o BA	12	MOS	\$ 67,030.12	\$ 804,361
	BA Only	12	MOS	\$ 285,087.28	\$ 3,421,047
				Subtotal:	\$ 4,225,409
	TAS Armed	NTE 7500	HRS	\$ 36.64	\$ 274,800
	TAS Unarmed	NTE 1000	HRS	\$ 34.03	\$ 34,030
				Subtotal:	\$ 308,830
				CLIN 0002 TOTAL:	\$ 4,534,239
CLIN 0003 – OPTION YEAR 2: 1 Dec 2010 through 30 Nov 2011					
	Guard Services w/o BA	12	MOS	\$ 67,042.09	\$ 804,505
	BA Only	12	MOS	\$ 285,381.14	\$ 3,424,574
				Subtotal:	\$ 4,229,079
	TAS Armed	NTE 7500	HRS	\$ 36.64	\$ 274,800
	TAS Unarmed	NTE 1000	HRS	\$ 34.04	\$ 34,040
				Subtotal:	\$ 308,840
				CLIN 0003 TOTAL:	\$ 4,537,919
CLIN 0004 – OPTION YEAR 3: 1 Dec 2011 through 30 Nov 2012					
	Guard Services w/o BA	12	MOS	\$ 67,054.28	\$ 804,651
	BA Only	12	MOS	\$ 285,657.12	\$ 3,427,885
				Subtotal:	\$ 4,232,537
	TAS Armed	NTE 7500	HRS	\$ 36.64	\$ 274,800
	TAS Unarmed	NTE 1000	HRS	\$ 34.04	\$ 34,040
				Subtotal:	\$ 308,840
				CLIN 0004 TOTAL:	\$ 4,541,377
CLIN 0005 – OPTION YEAR 4: 1 Dec 2012 through 30 Nov 2013					
	Guard Services w/o BA	12	MOS	\$ 67,274.44	\$ 807,293
	BA Only	12	MOS	\$ 286,325.30	\$ 3,435,904
				Subtotal:	\$ 4,243,197
	TAS Armed	NTE 7500	HRS	\$ 36.57	\$ 274,275
	TAS Unarmed	NTE 1000	HRS	\$ 34.02	\$ 34,020
				Subtotal:	\$ 308,295
				CLIN 0005 TOTAL:	\$ 4,551,492
TOTAL FIRM FIXED PRICE (BASE PERIOD AND ALL OPTIONS):				\$	21,271,188

B.2 PERFORMANCE WORK STATEMENT**FACILITIES SECURITY GUARD SERVICES****A. BACKGROUND**

One of the responsibilities of the Nuclear Regulatory Commission's (NRC) Division of Facilities and Security (DFS) is to provide for the security/safety of personnel and protect property and information located at the White Flint North Complex, 11555 and 11545 Rockville Pike, the NRC Warehouse located at 5008 Boiling Brook Parkway, the leased office space at 6003 Executive Boulevard, and the Gateway Professional Development Center, Bethesda. In addition, and within the contract period protective services will be provided for projected NRC facilities as they are incorporated into NRC Headquarters space. On an ad hoc basis, protective services are provided at other locations, usually to accommodate NRC hearings and meetings within the Washington DC metropolitan area including Maryland, Virginia and Washington, DC. The NRC has contracted with a commercial security guard force to support DFS in this effort for many years.

The authority to enforce appropriate regulations for providing this protection is delegated to the Chairman, NRC, by the Administrator of the General Services Administration (GSA), through a Delegation of Authority. Under this authority, NRC is authorized to contract directly for guard services and to issue codes of conduct, rules, and regulations governing guard duties and performance. This delegation exists where the Government has acquired exclusive or concurrent criminal jurisdictions.

B. CONTRACT OBJECTIVE

The purpose of the security guard services is to provide a 24-hour deterrent against unauthorized, illegal, or potentially life threatening activities directed toward the NRC's employees, visitors, information, programs, and properties. These threats include, but are not limited to, terrorist attacks, thefts of Government property/classified materials, unlawful destruction of public properties, and violations of other Federal and State criminal statutes.

C. SCOPE OF WORK

The Contractor shall provide management, supervision, personnel, equipment, weapons, and supplies, except as provided by the Government, necessary to provide guard services, as described herein, to carry out the day-to-day assigned responsibilities for access control; security/safety of government and Contractor employees, visitors, and guests; protection and control of property and classified and sensitive information; and the maintenance of law and order at special events that occur at NRC locations which require temporary security support.

The Government will provide resources and technology, such as alarm and fire monitoring equipment, metal detectors, X-ray equipment, safety equipment, badge/key card access systems, closed circuit television (CCTV), etc., which are required for the Contractor to accomplish its mission. The Government will also provide facilities for the storage, receipt, issue, and maintenance of duty weapons, duty ammunition, and other security equipment. Weapons, ammunition and expendable supplies needed for weapons maintenance shall be furnished by the Contractor, who shall be responsible for the proper use of this equipment and these materials.

The Contractor shall be required to recruit, train, and manage the armed and unarmed security personnel and the supervisory and managerial contract employees assigned to work on this contract.

D. CONTRACTOR RESPONSIBILITIES

Except as provided by the Government, the Contractor shall provide all the necessary supplies and services needed to perform the following protective security services required in this contract.

The Contractor shall comply with and enforce all regulations, orders, policies, and/or procedures issued as directives or memoranda by the NRC Project Officer or designee.

Except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements, with the appropriate officials in the state of Maryland and Montgomery County to:

1. Obtain a permit for each employee, as appropriate, to carry a firearm.
2. Firearm permits shall be carried by each employee on their person while on duty
3. unless local or state law requires the Contractor to maintain the record.
4. Provide any official bond required, pay any fees or costs involved or related to the appointment of employees as Special Police and/or authorization for the arming of any employees engaged in providing services specified under this contract.
5. Where applicable, maintain a valid driver's license.
6. Obtain a permit for employees to provide security guard services in the Washington, DC, metropolitan area which includes Maryland, Virginia and Washington, DC.

Copies of the licenses and permits described herein shall be furnished to the NRC Project Officer or designee upon request.

E. PERFORMANCE REQUIREMENTS

The following protective security services shall be provided by the Contractor:

Guard Post Duties

Performance Objective: Provide clear, concise, written orders and/or directives to personnel performing duties in fixed stations and mobile patrols, including the operation of the Central Alarm Station to include communications, record keeping, and dispatch. Written orders will address the duties of all personnel including specialized assignments. The Contractor shall perform the duties in accordance with the Security Officer Post Orders, General Orders and Special Orders (if applicable) provided to the Contractor by the Project Officer or designee at contract award. Copies of these documents will be provided for each guard post and a copy will be issued to each guard. A brief description of these types of orders is provided below.

1. General Orders: Permanent policies and procedures that apply to all Contractor employees working on the contract.
2. Post Orders: Description of the duties, policies, and procedures that apply to the specific fixed posts or patrols.
3. Special Orders: Special Orders are temporary directives designed to provide specific instructions for an event or occurrence having a fixed duration. These directives shall always be issued with an expiration date.

The Contractor shall comply with all of the above orders. These orders shall be based on established policy, law, and security procedures. The orders are subject to revision, as policies and procedures change, and shall be kept current to reflect changes in procedures, law, and NRC policy. Any changes will be provided by the NRC Project Officer or designee to the Project Manager. The Project Manager may recommend changes, in writing, to the NRC Project Officer or designee. Any changes shall be signed by the NRC Project Officer and Project Manager for acceptance. The Contractor shall distribute and maintain all written orders, bound and in good condition, on all operational and procedural instructions to guide protective security personnel.

The Contractor shall ensure the accuracy of orders requiring operational instruction on technical information. Should an operational or procedural deficiency be discovered after NRC Project Officer or designee approval, it shall be brought to the immediate attention of the NRC Project Officer or designee and shall be corrected. The Government will print all orders and attachments and will furnish binders for maintaining the orders.

Performance Measures:

Duties shall be performed in accordance with the Security Officer Post Orders, General Orders and Special Orders.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Access Control

Performance Objective: The Contractor shall control access to all NRC Headquarters facilities by visually inspecting as well as implementing a "touch badge" policy for NRC-approved photo identification badges or other approved building passes. The Contractor shall perform package and vehicle inspections and limited searches of individuals, as described in the orders. Metal detection equipment (both stand-alone walk-through and held units) shall be utilized by trained qualified operators for these inspections. Officers must complete an NRC provided radiation safety course and X-ray course.

The Contractor shall detect, prevent, and detain when authorized by law, persons attempting to gain, or having already gained, unauthorized access to NRC-controlled property.

The Contractor shall register visitors and issue visitor badges as well as temporary badges to employees and Contractors in accordance with the General and Post Orders.

Performance Measures:

- a. Inspect all badges of employees and Contractors prior to permitting access to the facility.
- b. Conduct screening of all delivery and visitor vehicles.
- c. Conduct random screening (approximately one out of six) of Contractor vehicles during security hours.
- d. Screen all visitors and packages at building entrances using the metal detector and x-ray equipment.
- e. Register visitors and issue visitors badges.
- f. Issue temporary badges to employees and Contractors who have lost or forgotten their badge.
- g. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within 3 minutes of occurrence, of all incidents or unusual activities.
- h. 100% inspection of NRC photo identification badges.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Fixed Post

Performance Objective: The Contractor shall maintain fixed posts at entrances to the buildings, individual offices, and other designated areas to ensure only authorized access. The Central Alarm Station fixed post shall monitor CCTV, alarm monitoring equipment or other such equipment in order to dispatch guards promptly to respond to emergency situations.

Performance Measures:

- a. Fixed posts shall be manned at all times.
- b. Badges of employees and Contractors shall be inspected prior to permitting access to the facility.
- c. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within 3 minutes of occurrence, of all incidents or unusual activities.
- d. Security Incident Reports shall be provided to the NRC Project Officer or designee within 3 hours of the incident or the end of the shift, whichever comes first. The report is to be complete, accurate and timely.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence. If the non-compliance deduction is for an unmanned post, the actual cost for the time the post is not manned will also be deducted.

Surveillance Plan:

Random Inspections.

Roving Posts

Performance Objective: The Contractor shall assign roving patrol guards to the areas in accordance with routes and schedules established in the Security Officer Post Orders. During the patrol, these procedures shall include, but are not limited to the following:

1. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within 3 minutes of occurrence, of all incidents or unusual activities.
2. Respond to operational emergencies.
3. Respond to building alarms within 5 minutes of alarm.
4. Report daily, in accordance with procedures in the General Orders, any hazardous or potentially hazardous conditions and items in need of repair, including inoperative lights, elevators not operating properly, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.
5. Turn off unnecessary lights, open and close (secure) doors and gates, etc.
6. Provide security support to meeting/hearing/agency events, as directed by the NRC Project Officer or designee.
7. Perform escort duties as directed by the NRC Project Officer or designee.
8. Ensure doors and gates are properly locked during security hour patrols.

Performance Measures:

- a. Conduct patrols as described in the General, Post or Special Orders.
- b. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within 3 minutes of occurrence, of all incidents or unusual activities.
- c. Security Incident Reports shall be provided to the NRC Project Officer or designee within 3 hours of the incident or the end of the shift, whichever comes first. The report is to be complete, accurate and timely.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Central Alarm Station (CAS)

Performance Objective: The Contractor shall monitor and operate the access control and alarm system, the CCTV system and monitor the fire alarm systems for the White Flint Complex and other NRC leased space in the metro area that reports information to the CAS.

Performance Measures:

- a. The Contractor will operate the garage remote door control system to allow vehicles to exit the buildings on evenings, weekends, and holidays.
- b. The Contractor shall respond to incoming emergency telephone calls and notify the appropriate personnel as identified on the "Emergency Call Numbers List."
- c. The Contractor shall dispatch roving patrol guards, as appropriate, to respond to alarms and requests for assistance.
- d. Digital video files of CCTV camera activities will be maintained for a minimum of 180 days by the Contractor.
- e. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within 3 minutes of occurrence, of all incidents or unusual activities. Notifications shall also be made to those on the "Emergency Call List."
- f. Security Incident Reports shall be provided to the NRC Project Officer or designee within 3 hours of the incident or the end of the shift, whichever comes first. The report is to be complete, accurate and timely.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$300 for each occurrence.

Surveillance Plan:

Random Inspections.

Badging Program

Performance Objective: The Contractor shall manufacture/issue and program photo identification/access control badges for NRC and Contractor personnel and temporary issuances to include data entry/maintenance of associated automated and manual badging record systems. This also includes uploading images into an associated verification system (ABS/WIN). The badging of new employees and Contractors is done on the first working day of each week; "special badging sessions" may be required on other days on a limited basis. Replacement of lost and broken badges and the re-programming of issued badges is done on a daily basis and produced within two business days of request. The manufacture/issuance of regional badges for new employees/Contractors is done weekly upon receipt of input from the region.

The Contractor shall oversee the inventory of badging supplies, notifying appropriate NRC personnel when supplies are low. The Contractor shall immediately notify appropriate NRC personnel of equipment malfunctions requiring coordination with other staff for action/repair.

On a bi-weekly basis the Contractor will conduct quality assurance (Q/A) checks to ensure the accuracy of badge issuances and data integrity and availability (e.g., run and compare reports

from related systems such as the 24 hour access list between ABS and PICS; print and distribute "hard copy" reports for use by regional offices and in the event of system failures). Changes/corrections revealed by Q/A checks will immediately be made to records as necessary and/or as directed after notifying appropriate NRC personnel of inaccuracies or inconsistencies.

Performance Measures:

- a. Performs new badging of NRC employees and Contractors and creates replacement badges for lost or broken badges as directed by Project Officer.
- b. Conducts quality assurance checks of the data in the PICS badging system and the ABS system to ensure the accuracy of badge and data integrity.

Minimal acceptable deviations:

- a. No instances of the issuance of erroneous badges.
- b. One badge voided during production as a result of human error per month not to exceed 12 total in a year.

Requirements as stated above with no other deviations without the prior approval of the appropriate NRC personnel.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence. In addition, costs associated with badges voided during production because of human error on the part of the actions of the Contractor and/or his employees may be borne by the Contractor. Payment by the Contractor for such damages shall be effected as a credit on the Contractor's invoice, as directed by the Contracting Officer Representative.

Surveillance Plan:

Random Inspections.

Key Control

Performance Objective: The Contractor shall receive, issue, and/or account for all security keys and locks for NRC buildings, offices, gates, and other secure or restricted areas requiring key access. Keys shall not be duplicated. No locks or keys shall be removed from a post or facility without written authorization from the NRC Project Officer or designee. A lost key or unauthorized duplicate key shall be considered a compromised key. In those instances where a Contractor employee loses or duplicates a key without NRC Project Officer or designee authority, the Government may require the Contractor to suspend or remove the individual from NRC duty.

Performance Measures:

- a. Daily certification is submitted to the Supervisor, specifying all keys issued and to whom.
- b. Contractor shall complete NRC Form 1051.

- c. Contractor shall notify NRC Program Officer or designee of lost key(s) or unauthorized duplication of keys.

Liquidated Damages:

When the security of keys or a lock system has been compromised by the actions of the Contractor and/or his employees, the lock or system may be replaced in total or in part by the Government and all costs for such replacements shall be borne by the Contractor. Payment by the Contractor for such replacement shall be effected as a credit on the Contractor's invoice, as directed by the Contracting Officer Representative.

Surveillance Plan:

Random Inspections.

Emergency Response/Civil Disturbances/Criminal Acts

Performance Objective: The Contractor shall respond to occurrences, such as security alerts, civil disturbances, and demonstrations; life-threatening situations, such as work place violence, bomb threats, medical alerts, and fire alarms; and suspected or actual criminal violations or other related situations, as directed by the NRC Project Officer or designee.

The Contractor shall summon fire and medical assistance and provide Red Cross certified first aid and CPR, as appropriate, for individuals who are injured or become ill while on NRC property.

In the case of an emergency situation, the NRC Project Officer has the right to direct the activities of the guard force in order to coordinate the response to the emergency. All such direction shall be issued through the Project Manager.

Preferred Response - The supervisor and personnel on roving posts shall be used to respond to emergencies before using guards at the fixed posts.

Notifications - The Project Manager or Supervisor shall immediately notify the NRC Project Officer of action(s) taken during normal business hours, i.e., emergency situations such as fire, injuries, thefts, etc.

No additional costs shall be charged to the Government for the diversion of manpower and the Contractor shall not be penalized for the normal daily work not performed, which was otherwise scheduled, during the authorized diversion. A record of the diversion, with explanation, shall be prepared and forwarded to the NRC Project Officer the next duty day.

Performance Measures:

- a. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within 3 minutes of occurrence, of all incidents or unusual activities.
- b. The Contractor shall follow the emergency procedures in accordance with the terms of the contract.
- c. The guard shall prepare a Security Incident Report within ½ hour after the incident and submit the report to the Supervisor.

- d. Security Incident Reports shall be provided to the NRC Project Officer or designee within 3 hours of the incident or the end of the shift, which ever comes first. The report is to be complete, accurate and timely.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Injuries and Illnesses

Performance Objective: The Contractor shall obtain medical assistance when necessary in the event of injury or illness to anyone on NRC grounds. The Contractor shall escort medical personnel to the scene and control the scene so medical personnel can perform duties unhindered.

Performance Measures:

- a. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within three (3) minutes of occurrence, of all incidents. Notifications shall also be made to those on the "Emergency Call List."
- b. Security Incident Reports shall be provided to the NRC Project Officer or designee within three (3) hours of the incident or the end of the shift, which ever comes first. The report is to be complete, accurate and timely.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Security Containers/Secure Telephones

Performance Objective: The Contractor shall maintain a listing of security containers and secure telephones located at the White Flint complex, identifying their locations and date of last combination change (for security containers). The Contractor shall maintain a record of container custodian and security combinations (NRC Form 700) for each container. These combinations will be stored in a government furnished GSA approved security container located in the guard office. The Contractor shall change combinations on security containers, padlocks and cipher locks, as needed. The Contractor shall have at least one trained individual available to change lock combinations during the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, except holidays. The lock types include, but are not limited to, the Hamilton X-09, X-08 and X-07 combination locks, Sargent & Greenleaf 6600 combination & 8077 padlocks, Mosler Models

302-402 MR combination locks, Unican L-1000 cipher locks, and Simplex pushbutton door locks.

The Contractor shall conduct checks of security containers and secure telephones during security hours each day to ensure they are appropriately secured.

Performance Measures:

- a. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within 3 minutes of occurrence, of all incidents.
- b. Security Incident Reports shall be provided to the NRC Project Officer or designee within 3 hours of the incident or the end of the shift, whichever comes first. The report is to be complete, accurate and timely.
- c. Lock combination changes are accomplished with 24 hours of request or as agreed upon by the requestor.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$250 for each occurrence.

Surveillance Plan:

Random Inspections.

Classified/Sensitive Unclassified Waste

Performance Objective: The Contractor shall empty classified/sensitive unclassified waste containers at the White Flint complex and the NRC Warehouse and dispose of material in an approved manner using the document disintegrator located at the TWFN loading dock or taking the material to an approved destruction facility, as directed.

Performance Measures:

- a. Waste containers shall be emptied on a weekly basis and when notified by the NRC Project Officer or designee that a container is full.
- b. Materials shall be stored and destroyed in an approved means, as directed.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Building Rules and Regulations

The Contractor shall observe building occupants and visitors to ensure compliance with safety and security posted rules and regulations.

Regulations Governing Public Buildings and Grounds

The rules and regulations contained in Federal Property Management Regulation 41 CFR. 101-20.3, as amended by NRC, is applicable to all buildings under control of the Commission, and to all persons entering into or on such properties. Additional regulations specifically applicable to NRC facilities are contained in 36 CFR. 1200.

Performance Measures:

- a. Notification is made, within 3 minutes of occurrence, immediately to the Supervisor and NRC Project Officer or designee when a non-compliance issue is addressed.
- b. Security Incident Reports shall be provided to the NRC Project Officer or designee within 3 hours of the incident or the end of the shift, which ever comes first. The report is to be complete, accurate and timely.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Flying Flags

Performance Objective: The Contractor shall fly the United States and the NRC flags on the poles located on the plaza of the White Flint North complex. This includes putting the flags up in the morning and taking the flags down in the evening. Frayed and worn flags shall be reported to the NRC Project Officer or designee, for replacement by the Agency. Flags will be flown in accordance to GSA regulations.

Performance Measures:

- a. Flags shall be raised and lowered, in accordance with the terms of the contract.
- b. The guard shall report frayed or worn flags to the Supervisor and the NRC Project Officer or designee.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Incident Reports

Performance Objective: The Contractor shall prepare required reports concerning accidents, fires, bomb threats, facility and security alarms, unusual incidents, or unlawful acts for submission to the Project Manager. Such incidents shall be entered in the Officer's log and a NRC Form 135, "Security Incident Report," shall be prepared.

Performance Measures:

- a. Notice shall be given to the Supervisor and the NRC Project Manager or designee, within three (3) minutes of occurrence, of all incidents or unusual activities.
- b. Security Incident Reports shall be provided to the NRC Project Officer or designee within three (3) hours of the incident or the end of the shift, whichever comes first. The report is to be complete, accurate and timely.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

Lost and Found

Performance Objective: The Contractor shall receive found items at the White Flint North complex. Items shall be tagged, logged in, stored and returned to the rightful owner, pending disposition of items.

Performance Measures:

- a. The guard shall tag and log in the items upon possession.
- b. The guard shall make a determination of reasonable assurance that the found property is that of the requestor through methods such as a description of lost item; approximate time and place of loss, or other unique information to the property.
- c. The guard shall return property to rightful owner and annotate disposition of property.

Disincentives:

Non-compliance with this requirement will result in a deduction of \$200 for each occurrence.

Surveillance Plan:

Random Inspections.

F. ADDITIONAL GUARD SERVICES

Delivery orders may be issued in accordance with Federal Acquisition Regulation 52.216-18 "Ordering", for any additional guard services, as required by the NRC. Only those individuals specifically authorized under this contract may issue a delivery order. The provisions of this contract shall govern all delivery orders issued hereunder. The order will delineate the post location, date of the tour of duty, total hours, days, clearance requirements, duties, break procedures, and number of positions required. The NRC will attempt to provide a 24 hour notice when additional guard services are required, however it is not required to do so. Payment will be based on the hourly rate determined in the contract.

Upon receipt of an authorized delivery order, the Contractor shall perform the services described in the delivery order and shall be reimbursed at the fixed hourly rates identified in the contract. When billing the Government for services performed in accordance with any delivery order, the Contractor shall provide documentation that substantiates the actual hours incurred.

The Contractor shall secure all permits and licenses when required to perform the services described in the delivery order.

Temporary Additional Services (TAS)

Temporary Additional Services (TAS) are any additional man-hours and or services requested by the NRC Project Officer or designee that are temporary. The Contractor is required to provide these services as requested by the NRC Project Officer or designee. The order will delineate the post location, date of the tour of duty, total hours, days, clearance requirements, duties, break procedures, and number of positions required. Normally 24 hour notice will be given.

G. PROJECT MANAGEMENT**Project Management**

The Project Manager shall have full authority to act on behalf of the contractor on all operations, personnel and contractual matters. The Project Manager shall act as a Facilities Security Officer for the building.

The Contractor shall provide personnel which meet the age, education, character, and other qualifications listed below, as well as meeting the specific qualifications outlined in the Qualifications for Uniformed Armed and Unarmed Guards. No less than 80 percent of the personnel working on this contract shall be full-time Contractor employees.

Orientation and Government Facility Survey

Prior to the start date of the contract, and upon request, the Government will provide the successful Contractor orientation, which will include 1-2 days of instruction on NRC policies. Orientation will be followed by a survey of facilities including buildings and posts to be protected by contract personnel.

During orientation, the NRC Project Officer or designee will provide the Project Manager with the following documentation:

1. Copies of current General Orders and Post Orders.
2. All instructions and directives for operating security equipment.
3. All instructions pertaining to the location of installed security control equipment and systems, and instructions pertaining to the operation and location of utility cut off valves, switches, and security controls.
4. NRC building access procedures and required material.
5. Policies and procedures for responding to emergency alarms, work place violence incidents, bomb threats, suspected incendiary devices, and other potential hazards.
6. The Occupant Emergency Plan (OEP) for each facility and/or a review of the responsibilities of each post during an emergency.

Daily Reporting and Other Required Reports

Periodic and special reports shall be submitted by the Contractor as required by the contract. One copy of the Shift Report along with one copy of all Security Incident Reports are forwarded for review and distribution to the NRC Project Officer or designee on a daily basis. Incident reports shall be forwarded not later than 0800 hrs for any after hours incident and within four (4) hours of the event during non- security hours.

Sign In/Out Log

Each Contractor employee shall "sign in" when reporting for duty and "sign out" when leaving at the end of the work shift. An automated Time of Arrival and Departure shall be kept in a manner prescribed by the NRC Project Officer or designee. These logs shall be maintained by the Contractor for the duration of the contract and can/will be inspected as determined by the NRC Project Officer or designee.

Breaks

The Project Manager shall ensure each person receives an appropriate break/meal time for each period worked. The Project Manager shall report to the NRC Project Officer or designee, in writing, whenever an employee fails to receive an authorized break.

Relief and Substitute Personnel

Substitute personnel shall be at least equal in qualifications to regularly assigned personnel. Resumes for substitute key personnel shall be submitted to the Contracting Officer for evaluation by the NRC Project Officer or designee 15 days prior to the planned absence. The Contractor will be notified of approval or disapproval within 3 business days of the Contractor's submission. The Contractor may charge the Government only for labor hours actually provided in manning the posts and positions required by the contract and is not entitled to any additional compensation for wages or other costs incurred in contract performance, such as for start- up time expended by guards or supervisors prior to coming on duty, stand-down time expended by guards or supervisors after going off duty, and additional costs for relief or substitute personnel.

Termination/Transfer of Personnel

The Contractor shall notify the NRC Project Officer or designee immediately upon transfer or termination of any person assigned to work under this contract. This notification shall be followed up in writing within 3 business days.

Contractor Employee Files

The Contractor shall maintain on site administrative files, which shall at a minimum include personnel files on all employees furnished under the contract. These files shall contain as a minimum the person's name, Social Security number, home address, home telephone number, name of person to be notified in emergency, records of all training, examinations, weapons training and test scores, and copies of all complaints, investigations, commendations, and all records relative to the affected employee. These files shall be maintained by the Project Manager and are subject to delivery to and/or inspection by the NRC Project Officer or designee at any time.

Contractor Facilities

The Contractor shall provide and maintain an off-site corporate office in the Washington Metropolitan area to facilitate administration of the Program and a liaison with the NRC Project Officer or designee.

H. PERSONNEL REQUIREMENTS

Key Personnel Requirements and Qualifications

The Contractor shall provide the key personnel specified in the solicitation in performance of the requirements of this contract. The Project Manager shall work eight (8) hour shifts, for a maximum of 40 hours per week, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. However, upon the request of the NRC Project Officer, these hours may be adjusted to cover any unique situations. A Supervisor shall be on duty 24 hours a day, seven days a week. The Contractor shall maintain adequate back-up staffing to fulfill the requirements of this contract during the absence of any key personnel.

Project Manager

The Project Manager shall have full authority to act on behalf of the Contractor on all operations, personnel and contractual matters. The Project Manager shall act as a Facilities Security Officer for the building. The duties of the Project Manager and Supervisor(s) are described in the Post Orders. The Project Manager shall possess one of the following:

1. Bachelors degree and ten (10) years of successful civilian or military equivalent law enforcement experience, of which at least five (5) years must be at the next lowest level;
2. Bachelors degree and fifteen (15) years of successful security experience of which at least ten (10) years shall be in a management position;
3. Twenty (20) years of civilian or military equivalent law enforcement at the command level;
or
4. Minimum of five (5) years security experience and at least three (3) years experience as a Project Manager.

The Project Manager shall demonstrate his/her ability to manage and supervise a guard force of similar size and nature to this contract, and shall possess effective communication skills.

Supervisor

The Supervisor(s) shall possess one of the following:

1. Associate Degree from an accredited college or university and three (3) years civilian or military equivalent law enforcement experience;
2. successfully completed twenty (20) years of civilian or military equivalent law enforcement experience of which at least five (5) years shall be in management;
3. five (5) years of successful security-related experience and a minimum of two (2) years supervisory experience.

The Supervisor(s) shall demonstrate his/her ability to manage and supervise a guard force of similar size and nature to this contract, and shall possess effective communication skills.

General Security Guard Requirements:

The Contractor shall provide personnel meeting the following general qualifications. The security guards shall:

1. Be at least 21 years of age;
2. Be a citizen of the United States, who has resided in the U.S. for at least the last 10 years;
3. Possess at least a high school education or GED equivalent;
4. Be able to read and understand the English language to effectively carry out printed rules, detailed orders, instructions, and training materials.
5. Be able to compose in the English language precise, short paragraphs, written reports, and other such reports required under this contract;
6. Be able to write and speak English well enough to properly communicate with NRC personnel/Contractors, co-workers and the general public, and;
7. Possess a valid driver's license for operating motor vehicles required in performance of this contract. Contractor employees shall possess an automobile license if required for their duties.

I. PROFESSIONAL CONDUCT, HEALTH, AND APPEARANCE

The standards for professional conduct, health and physical fitness, and personnel appearance and grooming for Contractor personnel are listed below. The Contractor shall provide personnel who meet these standards.

Professional Standards

The Contractor shall maintain the highest standards of employee competency, conduct, cleanliness, appearance, and integrity. Assignments shall be performed in accordance with prescribed regulations and in accordance with safe and security working procedures and practices. Violations may result in suspension or removal of the contract employee from the contract or termination of the contract of the convenience of the Government.

Removal/Replacement of Security Officers

The Contractor shall remove any employee from the work site upon NRC determination that the individual is assigned to duty for which he or she is not qualified, or for which he or she has been disqualified for either suitability or security reasons, or for which he or she is found to be unfit during his or her tour of duty. The Project Officer reserves the right to direct the removal of any employee determined to be in noncompliance with the qualifications. A determination of unfitness may be made from incidents involving violations of General, Post, Supervisory and Special Orders, or immediately identifiable types of misconduct or falsification of records or delinquency.

The Contractor shall administer disciplinary action to employees for committing the following offences, or found responsible for the following omissions and derelictions while on duty:

1. Violating Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101.20 (See Section J, Attachment 10). Failure to abide by the State of Maryland regulations for contract security forces.
2. Failing to demonstrate courtesy towards NRC employees (government and Contractors), Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors can be cause for removal from post. Continued complaints shall be cause of removal from the contract.
3. Unauthorized use of Government property including communications equipment, such as phones, radios, reproduction, automated data processing (ADP) equipment, automobiles, etc. The Contractor shall pay for any unauthorized telephone calls. Violators may be subject to disciplinary action.
4. Distributing papers on desks or opening desk drawers or cabinets for other than a bonafide security inspection shall be cause for disciplinary action.
5. Falsifying or unlawfully concealing, removing, mutilating, or destroying any official documents or records or concealing material facts by willful omission from official documents or records. Violations may be subject to criminal prosecution.
6. Entertaining, socializing, or entering into private business arrangements while on Government property.
7. Granting special favors to NRC employees, family members, Contractors, and their friends.
8. Disclosing any official information or making any news or press releases. Violations may be subject to criminal prosecution and/or other disciplinary actions.
9. Engaging in audacious or demeaning discussions concerning NRC internal matters, policies, grievances, legal issues with the public, or any known associate of the above.
10. Disclosing of any duty assignment(s) or security-related matter without the express approval of the Project Officer.
11. Sleeping while on duty, failing to devote full time attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, refusing to render assistance or cooperate in

upholding the integrity of the work site security, or any other act that constitutes neglect of duties.

12. Not remaining on duty until properly relieved or deserting a duty post.
13. Violating or permitting others to violate NRC security or parking procedures or regulations.
14. Displaying disorderly or immoral conduct (e.g., using abusive or offensive language, quarreling, intimidating by words or actions), or fighting, or participating in disruptive activities.
15. Gambling or unlawfully wagering or promoting gambling in any NRC facility.
16. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
17. Using the photo-identification key card and/or other NRC identification for other than official business while on or off duty.
18. Knowingly giving false or misleading statements or concealing material facts in connection with official reports, any records, investigations, or other proceedings.
19. Participating in any form of discrimination against or harassment of other contract employees, NRC employees, or members of the general public.
20. Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas.
21. Employment with any other firm, or with the Government, that requires work for more than 12 hours without an 8-hour break. Employment which would constitute a real or apparent conflict of interest with the mission of the NRC. All persons employed under this contract shall submit a written report to the Contractor listing all sources of "outside employment." Employees shall not be permitted to work more than 12 hours in any one day and must have at least 8 hours of rest between each 12 hours of work for any company, firm, corporation, or person, including self-employment. Written reports shall be provided to the Project Officer.
22. Criminal misuse or misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law.

Intoxicants and Narcotics

The Contractor employees shall not possess, sell, consume, or be under the influence of intoxicants, drugs or controlled substances which produce similar effects. Except in an official capacity, the Contractor's employees shall not possess illegal narcotics, dangerous drugs, controlled substances, or marijuana either on or off duty. Security personnel shall not consume alcoholic beverages 8 hours prior to entering on duty.

All security officers and supervisors shall undergo a pre-employment and random monthly drug screening examination by a Board-certified laboratory, that is Department of Health and Human Services (HHS) approved, at the Contractor's expense. The Contractor shall provide a drug screening plan that complies with HHS specifications to the NRC Project Officer or designee for

approval within 30 days of the contract award. At a minimum, two employees from this contract shall be randomly selected and drug tested each month. Selection for random screening shall be conducted by the Project Officer or designee by drawing a name from a container that includes the names of all guards on the guard force. A representative of the Contractor shall be in attendance at the drawing. In accordance with the HHS specifications, all laboratory test results shall be reviewed by a qualified medical review officer prior to NRC Project Officer or designee notification. At a minimum, drug screening will test for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/mL):

<u>Substance</u>	<u>Cutoff Level (ng/mL)</u>
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2,000
Phencyclidine	25
Amphetamines	1,000

All Contractor personnel providing services under this contract during which an accident occurs that results in (1) a death or personal injury requiring immediate hospitalization, or (2) damage to government or private property in excess of \$2,500 shall also undergo Board-certified laboratory drug screening. The Contractor shall take appropriate action to comply with the terms of this clause if any Contractor personnel providing services under this contract refuses to provide a testing sample or receives a test result that exceeds the above specified levels. Additionally, the Contractor shall notify the Project Officer of the action taken as a result of any Contractor personnel providing services under this contract refusing to provide a testing sample or receiving a test result that exceeds the specified levels set forth in this clause. Failure to comply with the provisions of this clause may constitute grounds for termination of the contract for default.

Relief by an Intoxicated Person

An employee who has reason to believe that the person reporting as relief is intoxicated or under the influence of intoxicating drugs, or shows evidence of impaired effectiveness from having used intoxicating drugs, shall decline to be relieved, and shall immediately notify the NRC Project Officer or designee and the Project Manager or Supervisor. Accepting relief by an individual known or suspected to be under the influence of alcohol or drugs shall require the Contractor to suspend and/or remove both employees from the contract.

Prescribed Narcotics

Contractor employees shall not be assigned to security posts under this contract if using narcotics or other controlled substances prescribed by a licensed physician that would impair their ability to perform under this contract.

Prescription Drugs

The use of non-narcotic prescription drugs by a Contractor employee shall be monitored by the Project Manager. The physician shall certify that any medications taken by the individual will not impair job performance.

Physical Demands

1. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:
 - a. Frequent and prolonged walking, standing, sitting, and stooping;
 - b. Occasional running or sprinting; and
 - c. Subduing violent or potentially violent individuals
2. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract upon the project officer's request.

Health and Physical Fitness

Physical, mental and physiological stamina is a basic requirement under this contract. All prospective security officers shall undergo a pre-employment medical examination by a licensed, Board-certified medical doctor at the Contractor's expense. All security officers must be capable of climbing up and down a 19 story building in 15 minutes. The Contractor shall test all personnel to ensure that they have the ability to climb the steps on a quarterly basis. Any disease or illness which could impair the individual's ability to carry out full performance is unacceptable. The Contractor shall not submit any prospective employee's pre-qualification information to the Project Officer for suitability determination unless they are in compliance with the following health and physical conditions. In addition to the above:

1. The 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 the Government.
2. The Contractor shall also implement a health and wellness program designed at communicating methods for improved health and fitness, at no cost to the Government.

Medical Standards

Contractor personnel must not have any medical condition(s) or restriction(s) which would impair their full performance of duties as a security officer. They must possess normal power, range of motion, and dexterity. The following describes acceptable medical qualifications.

1. Sense of smell

Permanent loss of sense of smell is not acceptable. Sense of smell is essential for the position.

2. Speech

The capacity for clear and audible speech as required for effective communication on the job. If communication is seriously hampered, the speech condition is not acceptable.

3. Hearing

The Contractor personnel should be able to hear at the following levels using an audiometer. There should be no loss of 25 or more decibels at the 500, 1000, and 2000 Hz level in both ears. This represents the hearing required to perform public safety functions.

If there is permanent loss in either ear beyond 25 decibels at 500, 1000, or 2000 Hz level, this is unacceptable. This amount of hearing loss would affect critical job performance capabilities.

If a hearing aid is necessary, suitable testing procedures shall be used to assure auditory acuity equivalent to the above requirement.

4. Visual

Distant visual acuity: Uncorrected acuity of at least 20/200 in the better eye.

Corrected acuity of at least 20/30 in the better eye and 20/40 in the other eye.

If uncorrected distant vision in the better eye is not at least 20/40, security officers shall carry an extra pair of corrective lenses.

Near visual acuity: Corrected or uncorrected vision of at 20/40 (14/28 Snellen) in the better eye.

Color blindness is unacceptable.

5. Musculo-Skeletal

Unimpaired use of hands, arms, legs, and feet and ability to run quickly and climb stairs; ability to handle portable fire extinguishers, building fire hoses, and other equipment outlined herein as well as any other equipment not specifically stated but required by normal security duties.

6. Overall Body Weight/Height

Overall body weight must be in proportion to height in accordance with the acceptable height/weight ratio and maximum level of body fat content as stipulated in NRC's Weight/Height Chart.

7. Neurological

Contractor personnel must not have any neurological disease that will cause seizures that may affect job performance. An individual on medication that controls any neurological disease must provide a physician's statement to the Project Manager.

8. Mental and Emotional

Contractor personnel must have normal mental status and an absence of neurotic or psychotic conditions which would adversely affect the ability to handle firearms safely or to act safely and effectively under normal and emergency conditions. An individual on

medication that controls any mental and emotional disorder must provide a physician's statement to the Project Manager.

Failure to meet any of the foregoing medical qualifications will disqualify an applicant or Contractor employee from performance under this contract. These are minimum standards and shall not be waived. Contractor must ensure that employees are obligated to inform the Project Manager within 24 hours of knowledge of any disqualifying condition. Applicants or Contractor employees found to have a disqualifying condition that is correctable may be restored to eligibility upon medically certified correction of the disqualifying condition.

Personal Appearance and Grooming Standards

The personal appearance and grooming standards required by this contract are listed below:

Uniforms

All Security Officers and Supervisors shall wear properly fitted uniforms when on duty. Any individuality shall not interfere with or detract from the proper wearing of the uniform. While on duty under this contract, the Contractor personnel are required to wear the security officer uniform approved by the NRC Project Officer. The Contractor shall ensure security officers possess the required number of uniforms that will result in a professional appearance.

Uniform Specifications

All employees performing under this contract shall wear the same style and color uniforms, have the same equipment and accessories, which conform with General Services Administration Protection Officers Uniformed Force Operations Handbook, PSB P 5930.17, Chapter 12, or the contract Guard information Manual. The proposed uniform shall be approved by the NRC Project Officer prior to commencement of the contract. The uniforms shall be general in color that is used by large guard or security organizations and shall be readily distinguishable from those of local and state law enforcement agencies and from those of the Federal Protective Officers. The style shall be a "Hard Uniform type". Appropriately styled feminine uniforms shall be worn by female security officers.

Appropriately lettered breast and cap bridges with the company name shall be worn and prominently displayed as part of the uniform. Identification name tags (NRC badge) and other certification cards shall be worn on the right breast shirt pocket.

Prior to the commencement of the contract, the Contractor shall provide documentation to the NRC Project Officer that the following items of uniform and equipment have been issued to each employee. The Contractor shall provide a sufficient quantity of uniform items to ensure that each guard is in proper uniform at all times while on post. Any disputes regarding application of the standards will be addressed accordingly.

Items

1. Shirts - Long Sleeves - October 1 thru April 30; Short Sleeves - May 1 thru September 30
2. Trousers, all season weight type
3. Necktie
4. Frame style cap with seasonal covers and chin straps
5. Jacket - Light weight
6. Winter jacket, patrol type (Reefer Style)

7. Gloves - color to match accessories and reflective (for driveway entrance posts and garage exit post use in hours of darkness)
8. Shoes - low quarter or high topped, lace type with police or plain toe and standard heel; color of the shoe shall match the color of leather equipment accessories. The Contractor is not required to provide shoes, but must insure that the employees working are in accordance with the contract requirements. Any deviations shall be approved by medical authorities and submitted to the NRC Project Officer
9. Pistol belt without shoulder strap (Sam Browne)
10. Level II retention holster, firearm (slide-on belt type) safety strap left/right as required (armed/supervisory posts only)
11. Keeper straps (garrison belt accessories or equal)
12. Ammunition magazine pouch (armed posts only)
13. Pair of Handcuffs with case and key
14. Key strap with flap
15. *Flashlight, standard police-type flashlight with a minimum of three cell batteries
16. Flashlight holder (snap-away) (0 cell)
17. Radio case with expandable police baton with holder
18. Insignia shoulder patch on each shirt and jacket
19. Whistle (thunder type) with metal chain attachment
20. Metal cap ornament for each cap (silver color for non-supervisory; gold color for supervisory)
21. Nameplate with Initial of first name and last name (3 %" X 3/4" with black or blue 1/2" lettering on gold metal)
22. Appropriate Rain Gear

*Flashlights must be similar in material and color, black plastic or metal.

OPTIONAL - Body Armor (i.e., Bullet proof vests) - if the Government exercises this option the Contractor shall make body armor available to all armed officers that meet NIJ Standard 0101.4. The armor must meet the classification level of Type IIIA body armor. At least 70% of the armed officers on duty, at any time, must wear the protective body armor.

Each guard on duty shall be equipped with supplementary equipment, including, but not limited to, notebooks, pens, pencils, replacement flashlight batteries and bulbs, traffic control safety apparel (reflective vests, gloves, traffic batons, etc), police baton, and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) as appropriate to operations. The guards shall not be permitted to provide themselves with any unauthorized supplemental or personal equipment, such as chemical devices, concealed firearms, knives, "come-alongs", or other such non-standard items.

The Contractor shall provide and maintain on-site an adequate supply of batteries for all flashlights, and traffic control batons, and hand batons.

Inclement weather clothing shall be required for those guards required to perform duties while exposed to cold, rain, and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each guard. Insulated jumpsuit type uniforms are authorized for exterior posts during cold weather conditions.

Pepper spray (OC) shall be made available to guards on duty, as appropriate to operations.

Grooming Standards

- a) Eye wear: Only conservative prescription eyeglasses shall be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g., bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses shall not be worn. Frame holders which are conservative in color and otherwise unadorned shall be worn. Sunglasses or darkly-tinted glasses shall not be worn inside the building unless as medically necessary and prescribed by a licensed physician.
- b) Jewelry: Security Officers shall not wear jewelry in their noses. Females may wear small plain gold tone, silver tone, or pearl button earrings not to exceed 1/4" in diameter. Rings on fingers shall be limited to not more than two rings per finger or two rings per hand. The wearing of beads, necklaces, chains, bracelets, and similar jewelry while on duty is prohibited unless covered by the uniform shirt.
- c) Accessories: Only authorized logos and accessories shall be worn on or with the Security Officers uniform. At no time, shall a contract employee display or cause to be displayed, any unauthorized Contractor insignia or logo while on duty without written approval of the NRC Project Officer or designee.
- d) Shirts: Shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
- e) Hosiery: Hosiery shall be navy-blue or black. Bare legs and patterned stockings or socks shall not be worn.
- f) Undergarments: Shall be worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
- g) Mustaches: If a mustache is worn, it shall be kept neatly and trimmed evenly so that no portion extends more than 1/2 inch below or beyond the line of the individual's upper lip.
- h) Beards: The face shall be kept clean shaven. The temporary wearing of beards may be authorized by the NRC Project Officer or designee, if prescribed by a Board-certified medical doctor for pseudo folliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed 1/4 inch.
- i) Hair (Females): Hair and/or wigs must be a natural hair color and kept clean, neat, and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
- j) Hair/Hairpieces (Males): Hair shall be a natural hair color, neatly groomed, and shall not fall over the eyes or below the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt, or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.

- k) Sideburns: Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the top of the ear canal nor forward past a vertical line extending 1/2 inch backward from the outer corner of the eye.
- l) Fingernails: Fingernails shall not extend further than 1/2 inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

J. PERSONNEL SECURITY AND FACILITIES CLEARANCE REQUIREMENTS

Contractor personnel assigned to a position under this contract shall be required to possess "Q" or "L" personnel security clearances in accordance with the Statement of Work. Security clearances will be issued by the NRC. This requirement also pertains to officers of the firm and other employees not assigned to the contract who for any reason may visit work site(s) frequently enough during the term of the contract to require an NRC security identification badge.

Contractor personnel shall have clearances commensurate with the level of access required for performance under this contract. For example, all Post Orders require an "L" clearance; the Project Manager and Supervisor positions require "Q" clearances; and individuals assigned to change lock combinations and remove classified waste require "Q" clearances.

Pre-Employment Checks

The Contractor shall conduct a pre-employment background investigation on each employee applying to work under this contract. The investigation shall include, but not be limited to:

1. A criminal record check as authorized by local laws, at locations where the employee has lived the last 5 years and at all locations where the employee will perform contract services;
2. A check to ensure the individual is in compliance with the Lautenberg Amendment (Section 921(a), Title 18, U.S.C., Paragraph (33)(A)).
3. A past employment check going back for the past 5 years, or to the employee's 18th birthday;
4. A check of a minimum of three personal reference checks (one of which shall be a developed source);
5. A commercial credit investigation.

The Contractor shall provide written certification to the NRC Project Officer or designee that pre-employment checks have been conducted and are satisfactory or are in process for employees nominated by the Contractor for placement in positions under this contract, including enrollment in a basic training course. The prospective employees shall meet the established standards and criteria.

Suitability Determination

The Contractor shall furnish the NRC Project Officer or designee with information for a suitability determination by the NRC Project Officer or designee at least 3 workdays before the employee

begins basic training. The Contractor will be notified by the NRC Project Officer or designee if an employee fails to meet the requirements of the suitability determination. Contractor employees rejected by the NRC Project Officer or designee shall not be assigned to this contract. The fact that the Government performs suitability determinations shall not in any manner relieve the Contractor of his responsibility to assure all security officers furnished meet contract specifications. The following information/items are required:

1. A medical certificate issued in accordance with requirements which states that the employee has not tested positive for the use of any illegal drug. (Prescription drugs, issued by a licensed medical doctor, which cause a positive drug reading, must be stated in detail by the certifying institute or agency on the medical certificate.)
2. The Contractor shall be responsible for assuring that each security officer and supervisor utilized under this contract shall successfully pass the health certification requirements outlined in this section and submit a copy of a health certificate. Each certificate shall be signed by a licensed Board-certified medical doctor who will certify that the individual meets the criteria of this section of the contract. No security officer or supervisor shall be assigned to a position under this contract until this certificate has been submitted and approved by the NRC Project Officer or designee.
3. SF 86, "Questionnaire for National Security Positions" and required attachments.
4. FD-258 Fingerprint Card (2).
5. NRC Form 176, "Security Acknowledgment".

Any request for waiver of contract requirements. (Requests for waiver must reflect the circumstances that justify the waiver request. A denial of waiver by the NRC Project Officer or designee will eliminate the employee from assignment to this contract.)

NOTE: If the employee indicates military service on either the company application or the SF Form 86, one copy of the DD-214 (Record of Discharge) showing the type of discharge must be included in the packet.

K. TRAINING REQUIREMENTS

Types of training required for this contract are defined below:

1. Basic Training: Initial basic training for contract employees is determined by the location of the required performance and completed by the contract employee prior to assignment at the NRC facility. In general, the course shall include classroom instructions on General, Post, and Special Orders; operational and emergency procedures; proper use of security equipment; first aid and CPR; defensive tactics; and service weapon qualifications at a NRC Project Officer or designee approved range. Contractor employees assigned to the Central Alarm Station shall receive advanced training on the access control and badging program and shall be certified by the Project Manager and approved by the NRC Project Officer or designee before they are assigned to a post.
2. In-Service Training: In-service training is a specific term used for training Contractor personnel to enhance their skills and knowledge of security issues and operational

procedural changes. The training is usually held for short periods (10 to 15 minutes) during the day or at special NRC Project Officer or designee approved training sessions.

3. Annual Recertification Training: Recertification Training is required annually for weapons qualifications, first aid and CPR, and other operational training. Each Contractor employee shall successfully complete at least 16 hours of Recertification Training within each succeeding 12 month period. Recertification Training shall consist of reviews and updating of Basic Training and include additional current material bearing on law enforcement and protective services (e.g., significant court rulings; changes in security threats; new weaponry and protective techniques; and professional findings and views on drug control and human behavior).
4. Changes in Courses of Instruction: The Contractor shall make changes to the content of the training courses, as recommended by the NRC Project Officer or designee, and as requested by the Contracting Officer in writing.

Master Training Program

Within 30 days after receipt of course outlines from the Government, the Contractor shall submit to the NRC Project Officer or designee a Master Training Program that shall include training objectives, subjects to be taught, proposed curricula, a training outline, and schedules and flow charts for the anticipated student load. This training curriculum shall be consistent throughout the period of performance of the contract, notwithstanding any differences in the application and/or adjudication of State regulations or laws. The curriculum shall meet the requirements of this contract and the most stringent standards of the jurisdiction wherein protective services are provided. The curriculum shall be approved by the NRC Project Officer or designee.

Minimum Training Requirements

Basic Training

In order to be eligible to perform under this contract, armed security personnel shall successfully complete 68 hours of Basic Training. Unarmed personnel shall successfully complete 40 hours of Basic Training.

Basic Training for armed and unarmed security personnel shall comprise of 40 hours of training on the following subjects:

1. Handling of Bomb Threats
2. Handling of Classified Material
3. Observation Techniques
4. Emergency Plans and Alarm Systems
5. Access Control Procedures and Equipment
6. Legal Authority and Local Laws of Arrest
7. Civil and Criminal Liability
8. CPR
9. Drug Free Workplace Act of Oct 1988
10. Professional Behavior and Public Relations
11. Unarmed Self Defense
12. Evidence and Found Property
13. Fire Prevention and Emergency Evacuation

14. Orders and Directives
15. Communication Procedures
16. Counterintelligence Briefing
17. Report Writing
18. Workplace violence
19. X-ray equipment
20. Metal detectors
21. Basic Computer Functions (guard assigned to the Central Alarm Station will be provided more advanced training).
22. Legal Use of Force
23. Blood-borne Pathogens
24. PR 24 (baton)
25. Oleoresin Capsicum Spray
26. Facility Orientation, Duties and Responsibilities on Post
27. Final Examination and Critique

Additionally, Basic Training for ARMED security personnel shall be comprised of 28 hours of training on the following subjects:

1. Weapons Orientation and Deadly Force Policy
2. Weapons Safety and Maintenance
3. Weapons Handling
4. Written Examination
5. Weapons Handling/Range (Dry Fire)
6. Weapons Handling/Range (Live Fire)
7. Stress Management
8. Hostage Training
9. Personnel Protection and Crowd Control
10. Facilities Familiarization
11. Handcuffing
12. OSHA Regulations (Lead-borne Particles)

Supervisory Training

All Supervisors shall successfully complete a 16-hour Supervisory Training Course prior to becoming a supervisor. The following training is required:

1. Introduction to First Line Supervision
2. Leadership Principles
3. Dynamics of Leadership
4. Process of Management
5. Situational Leadership
6. Employee Motivation
7. Effective Communications
8. Decision Making
9. Planning and Time Management
10. Effective Counseling
11. Key Control
12. Vehicle Inspection
13. Conducting Roll Calls
14. Accident Investigation and Reports

15. Uniform Clothing and Grooming Standards
16. Post-Inspection Procedures
17. Supervisory Orders and Contract Requirements
18. Indications of Substance Abuse
19. Final Examination and Course Critique

At the discretion of the NRC Project Officer or designee, previously approved and certified training may be accepted in whole, or in part, in lieu of the training requirements of this contract.

Annual Recertification Training

Each employee shall successfully complete a total of 16 hours of annual recertification training. Annual retraining time of an employee is computed from the completion date of the previous training for that particular employee. Contractor employees are prohibited from providing contractual services if they are not certified on all required annual training. Retraining shall include:

1. Retraining and certification with the type of service weapon used during normal assignment.
2. Retraining and certification in First Aid, CPR, and x-ray equipment.
3. Retraining and certification with the night stick.
4. Retraining and review of all General, Post, and Special Orders, access control procedures, emergency procedures, handling of classified materials to include counter-intelligence briefing, key control, vehicle procedures, report writing, magnetometers, both hand-held and walk-through, and any other areas that require additional retraining or certification.

Firearms Training

Armed Security personnel assigned under the contract shall be qualified and certified in firearms proficiency. Each employee shall demonstrate required knowledge in safety precautions through written tests and proficiency on the firing range prior to being assigned to the contract. Firearms qualifications under this contract shall be valid for one (1) year from the date of qualification and certification. The Contractor shall certify in writing to the NRC Project Officer or designee that each employee has successfully completed the firearms training specified for the weapon to be carried and before assignment to the post. For all personnel who successfully complete firearms training, the Contractor shall provide to the NRC Project Officer or designee signed statements to acknowledge this training and that the Contractor employee understands all orders, directives, and regulations pertaining to the use of firearms. Qualifications on firing ranges shall be with the types of weapons and ammunition that will be required for the post to which the employee could be assigned. These same procedures shall apply to the annual recertification as discussed above. Firearms qualifications shall be with weapons and ammunition as specified in the contract. Standards for testing and qualifications as well as the qualifications of the firearms instructors are subject to review and approval by the NRC Project Officer or designee. All armed security officers shall meet or exceed the standards of proficiency required by the State of Maryland.

The Contractor shall test the employee's knowledge of firearms safety as part of Basic Initial training. Each security officer and supervisor must demonstrate knowledge of firearms safety

by (1) properly loading and unloading a weapon; (2) clearing and placing a weapon on safe; and (3) properly inspecting a weapon's components to ensure proper functional performance.

NRC Information Technology Security Training

Agencies/Contractors shall ensure that their employees, consultants, and subcontractors with access to the NRC's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Agency/Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the NRC's IT equipment and/or services, as their first action using the equipment/service. For those Agency/Contractor employees, consultants, and subcontractors who are already working under an existing agreement/contract, the online training must be completed in accordance with agency Network Announcements issued throughout the year.

Agency/Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the agreement/contract. Agency/Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices. The NRC reserves the right to deny or withdraw Agency/Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate agreement/contract administrative actions (e.g., disallow costs, terminate for cause) should the Agency/Contractor violate the Agency/Contractor's responsibility under this clause.

Agencies/Contractors shall ensure that their employees, consultants, and subcontractors that have significant IT responsibilities (e.g. IT administrators, developers, project leads) receive in-depth IT security training in their area of responsibility. This training is at the employer's expense.

Emergency Response Capability

Periodic testing shall be conducted by the NRC Project Officer or designee to ensure an acceptable level of training by security personnel for responses to emergencies. These drills shall be conducted at no additional expense to the Government. The Contractor shall ensure employees maintain the required state of readiness to respond to these drills and to actual emergencies.

Training Materials and Facilities

The Contractor shall provide to the NRC Project Officer or designee, for approval, all course materials, classrooms, certified instructors, training aids, training ammunition, and a small-arms firing range to accommodate training classes. The weapons range shall meet all State and local licensing requirements.

NOTE: The cost for training for any post or position shall be borne by the Contractor.

Licenses and Permits

The Contractor, in coordination with the NRC Project Officer or designee, shall obtain and maintain on site all licenses and permits required by the State of Maryland to enable its personnel assigned to this contract to travel to and perform in that jurisdiction. The Contractor shall meet all applicable laws, rules, and regulations of the State of Maryland. This includes all orders issued and all training provided to their personnel. Licenses shall be obtained in the State of Maryland for the authority to possess a firearm. The State of Maryland firearm permits shall be obtained by all armed guards within 120 days of the effective date of the contract. All armed guards shall be required to provide a copy of the permit to the NRC Project Officer or designee. Should NRC require armed or unarmed guard services within the Washington DC Metropolitan area (including Maryland, Virginia, and Washington, DC) other than at the NRC facility, the Contractor shall obtain any licenses and permits required to perform these services.

Instruction, Qualifications and Certifications of Instruction

Instruction and testing for all types of training shall be conducted by qualified instructors who possess current and valid certificates as required by that jurisdiction. Trainers and/or instructors shall be qualified in law enforcement, security procedures, and medical first-aid. Qualifications of instructors shall be established by documentation of past experience in teaching positions or by successful completion of a course of instructor training at a State-accredited training facility. Resumes of prospective instructors shall be submitted to the NRC Project Officer or designee for approval.

The Contractor shall submit course outlines to the NRC Project Officer or designee for approval. The Contractor shall develop, write, and administer examinations for approval by the NRC Project Officer or designee. All Contractor employees shall obtain a passing grade of 85 percent before being assigned under this contract. The Contractor shall maintain records of all training and shall provide quarterly summaries of training to the NRC Project Officer or designee.

The Contractor shall notify the NRC Project Officer or designee in writing of the times, locations, and nature of all scheduled training within a minimum of five workdays prior to start of such training. The Government reserves the right to observe training activities without prior notice to the Contractor.

Government-Provided Training

The Government will provide the following training:

1. Central Alarm Training
2. X-Ray Machine Training/Radiation Safety Training
3. Badging Training
4. Any Government-Specific Computer Software Training
5. IT Security Training

Training Waivers

In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the Project Officer may temporarily waive the time frames in which training and/or testing must be provided before a Contract employee can work under the Contract. However, all such waivers must be requested in writing by the Contractor, citing the specific

reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the Contract employee, not to exceed 120 calendar days. **Under no circumstances may the Contractor work any Contract employee under a temporary waiver without the Project officer's written consent of the waiver request.** If the Project Officer grants a temporary waiver for the time frame requested by the Contractor, the Contractor must abide by that time frame and, upon expiration of the temporary waiver deadline date, must either have completed the training/testing requirements or must remove the affected Contract employee(s) from the Contract until such time as the requirements are successfully completed.

Under no circumstances will the Project Officer permanently waive the training and testing requirements as described in this Section for any Contract employee.

L. DELIVERABLES

Project Management Plan

Within **30 days after the award date** of this contract, the Contractor shall provide the Contracting Officer (CO) with a draft Project Management Plan, with one copy to the NRC Project Officer or designee. The plan shall include, as a minimum, names, assignments, and duties of all key personnel; tentative schedules for recruiting and training of personnel; schedules and format for monthly and other reporting requirements; time-keeping, billing, and accounting procedures; and how the Contractor plans to maintain a drug-free workplace in accordance with FAR 52.223- 06. This plan shall become effective when approved by the Project Officer. In addition, a draft Project Management Plan shall be submitted annually, two (2) months prior to the expiration date of the contract, for approval by the CO as the plan for the forthcoming option year, if such option is exercised by the Government.

Preliminary Transition Plan

Within **10 working days** following the orientation, the Contractor shall submit to the NRC Project Officer or designee a Preliminary Transition Plan, with a copy to the Contracting Officer.

The Preliminary Transition plan should form the basis for the Final Transition Plan to be approved by the NRC Project Officer or designee. The Contractor shall submit the Final Transition Plan to the NRC Project Officer or designee, with a copy to the CO, **within 15 working days after orientation** or as agreed to by the NRC Project Officer or designee. The transition plan shall include but not be limited to:

1. Licenses and Permits - Identify which licenses and permits must still be obtained. Type of assistance expected from NRC Division of Facilities and Security in obtaining licenses and permits. Planned date by which each license or permit will be obtained.
2. Insurance - Types of insurance which must still be obtained. Planned date by which all insurance will be obtained.
3. Transition Plan - Identify how the Contractor plans to interact with the outgoing Contractor. Planned commencement and completion date of complete phase-in.

- 4: Property Control-Government Furnished Equipment (GFE) - Plans to transfer GFE from predecessor contract. Inventory control and property management/receipt and account of government furnished equipment.
5. Key Control - Plan to receive and account for keys.

Quality Assurance Program

The Contractor shall implement a Quality Assurance Program by monitoring and continuing training and testing of all personnel assigned to this contract. Testing shall be conducted to ensure capabilities on radios, magnetometers, post instructions, access control, automated badge system, photo identification computer system, and emergency equipment as approved by the CO. The results of information realized from this program shall be submitted to the CO in writing on a quarterly basis, with a copy provided to the NRC Project Officer or designee. The Quality Assurance Plan shall be submitted to the CO for approval **within 30 days after contract award**. The plan must be updated as necessary and submitted for approval by the NRC Project Officer.

Employee Retention Program

The Contractor shall maintain an incentive program to deter employee attrition and promote stability in the work force. A copy of the program shall be provided to the CO **within 30 days after the award date** of the contract, with a copy provided to the NRC Project Officer or designee.

Recruitment Plans

The Contractor shall maintain an active personnel screening, recruitment, and selection program to provide a flow of incoming personnel sufficient to fill the positions at the posts. This program shall be sufficient to keep abreast of attrition and shall be an adjunct to the Management Program and Training Program. A copy of the program shall be provided to the CO within **30 days after the award date** of the contract, with a copy provided to the NRC Project Officer or designee.

Drug Screening Plan

Within 30 days of contract award, the Contractor shall provide, to the NRC Project Officer for approval, a Drug Screening Plan that complies with Health and Human Services specifications.

Health and Wellness Program

The 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 the Government. The Contractor shall also implement a health and wellness program designed at communicating methods for improved health and fitness, at no cost to the Government. A copy of the program shall be provided to the CO **within 30 days after the award date** of the contract, with a copy provided to the NRC Project Officer or designee.

M. LIST OF CONTRACTOR FURNISHED MATERIALS

The Contractor shall furnish and maintain in acceptable condition, at no cost to the guard

employees, all items of uniform and equipment necessary to perform the work described under this contract. These items include, but are not limited to:

1. Patrol Vehicle: Two (2) four-passenger vehicles are required. The Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicles(s), including all license and insurance fees, shall be borne by the Contractor. Each vehicle shall be equipped with a roof light and marked for identification. The vehicle(s) shall be equipped with a first-aid kit and dry chemical fire extinguisher, properly mounted. In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational, substitute vehicle shall be provided by the Contractor. The Project Officer is responsible for ensuring the vehicle(s) furnished under this contract comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the Contracting Officer shall make the final decision. Additional patrol equipment not required by this contract shall not be used unless approved by the Project Officer.

NOTE: Other vehicles, such as; PICK-UP TRUCKS, MOTORCYCLES, MOPEDS, THREE-WHEELED VEHICLES, COVERED MOTOR CARTS, MOTOR SCOOTERS, etc., are NOT ACCEPTABLE.

2. Radio Equipment: Two frequency, portable, hand held radios, batteries, battery charger(s), and other related accessories. Radio communications includes Contractor availability for 24 hour continuous contact between all NRC headquarter locations. The Contractor shall provide, maintain, and supplement, as may be necessary at the sites identified above, radios and described associated equipment.

Type of Equipment

- a. Radio, portable, handi-talkie, four watts, with Heliflex antenna*
- b. Charger, rapid rate, slim-line, desk top
- c. Battery, rapid rate nickel-cadmium*
- d. Standard carrying case, slim-line size*
- e. Base Station**

Licenses and Frequencies: The Contractor, where applicable, shall make application, initiate actions otherwise required to receive an FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the Contracting Officer or designee will issue a letter or authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

*The Contractor shall provide a listing of radio(s) and associated equipment to be used on this contract to the NRC Project Officer or designee.

**Normal, Emergency and Continuous Communications: All two-way portable radio units shall have the capability of transmitting and receiving clear and concise vocal transmissions between guard, supervisor personnel, and the Contractor's base station. The Contractor's base station shall be a local licensed place of business within Maryland for purposes of having the capability for two-way communications between the Contractor, Contractor's supervisor, and guard personnel who are assigned to this contract.

3. Firearms and Ammunition: Sufficient firearms shall be furnished in order to equip each guard and supervisor while on duty. Personal weapons shall not be used. The firearms shall be full sized 9mm or 40 caliber semiautomatic pistols or equal, with two magazines each and a minimum of 10 round capacity. Handgrips shall be standard "police" type grips. Weapons shall be loaded with Jacketed Hollow Point (JHP) ammunition or equal. The NRC Project Officer is responsible for ensuring firearms furnished comply with the requirements outlined herein. In the event of a dispute regarding whether firearms meet the requirements the Contracting Officer will make the final decision. Appropriate and ample supplies of firearms, upkeep, and maintenance of the equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor. Firearms shall be inspected by the supervisor prior to the issuance to the guards.

Firearms shall be cleaned and lubricated weekly or more frequently as weather and/or environmental conditions may require, ensuring optimum operating condition.

Firearms shall always be handled in a safe and prudent manner and in accordance with NRC approved orders. Loading and unloading of ammunition and the cleaning of the firearms shall take place in designated areas only. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.

Unless required in the performance of assigned duties, no firearms shall be removed from the premise(s). When not in use, all firearms shall be stored in a safe or other cabinet which will be provided by the Government for storage of weapons. Firearms shall be returned to and inspected by the shift supervisor at the end of each tour of duty. All firearms shall be accounted for. On-site supervisors and guards shall make accurate receipt and return entries on the "Security Officer Equipment Control Register," NRC Form 608, provided by the NRC Project Officer.

The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the NRC Project Officer prior to the commencement of the contract.

In the event that a firearm is lost or stolen, the Contractor shall notify the GSA Control Center and the NRC Project Officer or designee immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the NRC Project Officer or designee within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the NRC Project Officer or designee of the serial number for the replacement weapon.

Ammunition for authorized firearms shall be provided by the Contractor. Each guard, entering on duty, including the uniformed supervisor(s), shall be issued a minimum of 20 rounds of 9mm or 40 caliber JHP ammunition (or equivalent). Ten (10) rounds shall be carried in a magazine inserted in the weapon with a round in the chamber. The other 10 rounds are to be stored in a magazine on in a load bearing pouch. Ammunition shall be inspected and cleaned daily to ensure its safe and effective use. Stored and issued ammunition shall be replaced with fresh ammunition every two years.

In addition, a box of ammunition shall be provided and stored on-site by the Contractor to accommodate emergencies, and to be available in the event additional services are ordered.

4. Police batons (nightstick with holders)
5. Pepper Spray (shall be made available to guards on duty, as appropriate for operations)

N. LIST OF GOVERNMENT FURNISHED PROPERTY

1. Electrical and mechanical equipment, such as alarm and surveillance systems, communications equipment, closed circuit televisions, including written operating procedures and instructions.
2. Security Officer's Book including all inserted information required. The NRC Project Officer will provide all initial information and changes at contract award. After contract award, the Contractor shall be responsible for posting any new changes in the Security Officer's Book.
3. Telephones deemed necessary for the conduct of official Government business under this contract.
4. 2,032 sq. feet of space that is located in OWFN P-1 34. This includes a reception area, Program Manager Office, fingerprint area, storage area, mechanical room, CCTV equipment, 27 men's and 26 women's lockers, break room, and badging area with equipment (See floor diagram, Appendix E). In addition, the following equipment is provided for Contractor use:

Quantity	Description	Location
5	Computer Monitors	P1-34 Guard Office
5	CPU's	P1-34 Guard Office
1	Laser Printer	P1-34 Guard Office
5	Hand-Held Metal Detectors	P1-34 Guard Office
5	Bull Horns	P1-34 Guard Office
2	Computer Monitors	OWFN Lobby
2	CPU's	OWFN Lobby
1	Printer	OWFN Lobby
1	Scanner	OWFN Lobby
1	X-Ray Machine	OWFN Lobby
1	Walk-Through Metal Detector	OWFN Lobby
1	CPU	OWFN Loading Dock
1	Monitor	OWFN Loading Dock
1	Printer	OWFN Loading Dock
2	CCTV	OWFN Loading Dock
1	CPU	OWFN Driveway Guard Post
1	Monitor	OWFN Driveway Guard Post
1	Printer	OWFN Driveway Guard Post
1	Scanner	OWFN Driveway Guard Post
2	CPU's	TWFN Lobby
2	Monitors	TWFN Lobby
1	Printer	TWFN Lobby
1	Scanner	TWFN Lobby
1	X-Ray Machine	TWFN Lobby
1	Walk-Through Metal Detector	TWFN Lobby
1	CPU	TWFN Loading Dock
1	Monitor	TWFN Loading Dock

Quantity	Description	Location
1	Printer	TWFN Loading Dock
1	CPU	OWFN Entrance Garage
1	Monitor	OWFN Entrance Garage
1	Printer	OWFN Entrance Garage
1	CPU	TWFN Garage
1	Monitor	TWFN Monitor
	Flags (NRC and United States)	Plaza

5. All the administrative forms required by Contractor employees while on duty.
6. Classroom facilities for conducting on-site job-related training.
7. One parking space in the One White Flint North Garage at the same cost charged to NRC occupants.
8. The use of Government vehicles to transport classified materials for destruction.

O. DISINCENTIVES AND LIQUIDATED DAMAGES

Liquidated Damages Payment Provisions

The Contractor shall be liable for payment of liquidated damages incurred by the Government as a result of performance deficiencies.

The Contractor shall be liable for payment of actual damages incurred by the Government for the performance or re-performance of any portion of the services required under this contract, including the cost or repair of any damages to the facility, where the required services are performed or re-performed by a source other than the Contractor.

In addition, should the Government experience any interruption in the delivery of basic services, which is caused by the Contractor, resulting in partial or total evacuation by the occupants or building shutdown, the Contractor shall be liable for payment of costs to the Government for actual damages incurred.

The Contractor's billings shall be adjusted for payment of liquidated and actual damages incurred by the Government.

The Government reserves the right to invoke other measure of corrective action, as a result of the Contractor's deficient performance, particularly when deficiencies are repetitive and the Contractor's performance is unsatisfactory.

Disincentive/Liquidated Damages Acknowledgment

The Contractor acknowledges the performance-based nature of this contract and agrees that the damages identified in this Section for unacceptable performance are an integral part of the contract and that they are of essence for this contract. The contract further acknowledges that it carefully reviewed the disincentives provisions in the contract when preparing its proposal and that its resulting contract price takes into full account the possibility that the Government will assess these disincentives should the Contractor's performance prove to be unacceptable in the identified categories. The Contractor also acknowledges that, except for identified actual losses, the disincentive damages provisions in the contract reasonably represent the Government's anticipated losses associates with that unacceptable performance and

administrative costs that the Government incurs enforcing failures to satisfy the contract performance standards.

Should a contract board or court of competent jurisdiction determine that one or more of the disincentive provisions in the contract are unenforceable, the Contractor agrees that the Government may assess all identifiable losses that the disincentive damages clause might otherwise have covered in each case that the Contractor fails to satisfy a performance standard. Such disincentives may include the administrative costs of inspection and re-inspection, preparing and reviewing correspondence and other documents, and management reviews, calculated in all cases at the fully loaded rate that the NRC charges utility licensees for inspection.

Procedures for Assessing Disincentive/Liquidated Damages for Non-Performance or Unsatisfactory Performance

1. The major objective of the Government is to obtain complete and satisfactory performance in accordance with the terms of the contract. To comply, the Contractor shall complete his performance of each job, meeting the quality of work and meeting key personnel requirements. Failures to accomplish the specifications of the contract justify deductions to the Contractor.
2. The Contractor shall refer to the Statement of Work which will be used by the NRC to determine monetary deductions for nonperformance or work under this contract or to meet any other requirements contractual specifications.
3. Assessment of Unacceptable Performance Deductions:
 - a. The NRC Project Officer or designee will notify the Contractor of proposed deductions on a daily basis through a Q/A inspection form, and/or an e-mail.
 - b. The Contractor shall provide written acceptance or dispute/rebuttal to each proposed deduction within three (3) work days from receipt of the proposed deduction notification.
 - c. The NRC will review the rebuttal correspondence to determine if a deduction should be assessed.
 - d. The Contracting Officer will issue a letter to the Contractor not later than 15 work days following the month for which deductions have been assessed, informing the Contractor of the total monthly deductions taken for the associated period.
 - e. Total deductions will be taken from the Contractor's monthly invoice.

B.3 PACKAGING AND MARKING (MAR 1987)

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

B.4 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

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

B.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on February 1, 2008 and will expire on January 31, 2009. The term of this contract may be extended at the option of the Government for an additional four 1-year option periods.

B.6 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS).

Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be

favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

B.7 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

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

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

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

B.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

See Statement of Work (Section N – Government Furnished Property, pg 37)

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

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

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

B.9 SEAT BELTS

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

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

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

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

B.11 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

B.12 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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

SECTION C - CONTRACT CLAUSES

C.1 FSS RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract referenced on the SF1449 in Block 2, are hereby incorporated by reference.

The full text of any FAR and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <http://www.acquisition.gov/far>

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

C.2 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which

access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.3 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.4 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$5,000.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

C.5 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Project Manager _____
Shift Supervisor _____

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

C.6 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

TO BE IDENTIFIED UPON AWARD

(b) The project officer shall:

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

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

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

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

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

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

C.9 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

(End of Clause)

C.10 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

C.11 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's

approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

APPENDIX A - SECURITY OFFICER POST REQUIREMENTS

Post #:	Location	Type	Armed/ Unarmed	Hours
PM	OWFN/TWFN/EBB/BGB/WH	Roving	Armed	M-F except Holidays Normal Duty Hours
Shift Spvr	OWFN/TWFN/EBB/BGB/WH	Roving	Armed	24 hours, 7 days a week
1	OWFN Lobby- Kiosk/Access Control	Fixed	Armed	0545-2045 M-F except Holidays
2	OWFN Access Control/ Receptionist	Fixed	Unarmed	0600-1800 M-F except Holidays
3	OWFN/TWFN CAS	Fixed	Unarmed	24 Hours, 7 days a week
4	OWFN/TWFN Rover	Roving	Armed	24 Hours, 7 days a week
5	OWFN Loading Dock / Access Control	Fixed	Unarmed	0600-2300 M-F except Holidays 0600-1800hrs Saturdays
6	OWFN/TWFN Rover	Roving	Armed	24 Hours, 7 days a week
7	OWFN/TWFN Driveway	Fixed	Armed	24 Hours, 7 days a week
8	OWFN/TWFN Rover	Roving	Armed	0600-1800 M-F except Holidays
9	TWFN Lobby-Kiosk/Access Control	Fixed	Armed	0545-2045 M-F except Holidays
10	TWFN Access Control/ Receptionist	Fixed	Unarmed	0600-1800 M-F except Holidays
11	TWFN Garage	Fixed	Armed	0600-2000 M-F except Holidays
12	OWFN/TWFN Rover	Roving	Armed	0600-1800 M-F except Holidays
13	TWFN Loading Dock/ Rover	Fixed/ Roving	Armed	0600-1800 M-F except Holidays
14	OWFN X-Ray/Metal Detector	Fixed	Armed	0700-1500 M-F except Holidays
15	TWFN X-Ray/Metal Detector	Fixed	Armed	0700-1500 M-F except Holidays
16	OWFN/TWFN Vehicle Insp.	Fixed	Armed	0700-1500 M-F except Holidays
17	OWFN Garage Entrance	Fixed	Armed	0500-2300 M-F except Holidays
18	OWFN/TWFN Plaza Rover	Roving	Armed	0600-1800 M-F except Holidays
19	EBB X-Ray Screener/ Security Hr. Rover	Fixed/ Roving	Armed	24 Hours, 7 days a week
20	EBB Access Control/ Receptionist	Fixed	Unarmed	0600-1800 M-F except Holidays
21	EBB/BGB Mobile Rover	Roving	Armed	24 Hours, 7 days a week

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<i>Post #:</i>	<i>Location</i>	<i>Type</i>	<i>Armed/ Unarmed</i>	<i>Hours</i>
22	BGB Rover	Roving	Armed	0600-2300 M-F except Holidays

OWFN: One White Flint North

EBB: Executive Boulevard Building

TWFN: Two White Flint North

BGB: Bethesda Gateway Building WH: Warehouse

Security Hours M-F 1800-0600 and 24 hrs on weekends and holidays

APPENDIX B - POSITION CLASSIFICATIONS**A. Armed Uniform Security Officer**Job Description:

Protect and enforce rules and regulations at NRC facilities and perform tasks as outlined in this contract. The Security Officer is posted at or patrols specified areas to prevent unauthorized access, protect life and property, maintain order, and deter criminal activity, in and around all NRC-controlled facilities as described in General and Post Orders.

Duties:

1. Provide emergency response to situations such as security alerts, civil disturbances, suspected or actual criminal violations, bomb threats and/or other life-threatening situations.
2. Provide facility patrols for security, fire, and safety as described in General Orders.
3. Perform package and vehicle inspection as described in General Orders.
4. Receive, issue, and/or account for all keys to NRC buildings, offices, gates, etc.
5. Monitor and operate building security detection, fire and other protection systems.
6. Observe building occupants and visitors for compliance with rules and regulations.
7. Discover, prevent, and detain when authorized by law, persons attempting or having gained unauthorized access to NRC controlled property.
8. Report potentially hazardous conditions and items in need of repair, to include, but not limited to inoperative lights, leaky faucets, toilet stoppages, and broken or slippery floor surfaces, etc., and prepare necessary reports.
9. Summon professional assistance and render First Responder First Aid to individuals who become injured or ill while in buildings or on property under the control of the NRC.
10. Maintain a 24-hour duty log of all unusual activity, incidents, or anything that requires action. Event or incident reports shall be prepared on accidents, injuries, fires, bomb threats, unusual incidents, unlawful acts, and security violations. Officer shall prepare other reports required by the Project Officer in order to carry out the mission of security and safety. Copies of these reports shall be distributed in accordance with General and Post Orders.
11. Perform such other functions as may be directed.
12. Maintain a professional image in accordance with written policy and guidance.
13. Know, understand and comply with all General and Post Orders.
14. Prepare NRC Form 135, "Security Incident Report," and individual inventory reports as

required.

15. Process visitors into NRC facilities.

Minimum Requirements:

1. Be at least 21 years of age.
2. Have U.S. citizenship.
3. Possess a high school education or equivalent.
4. Able to deal tactfully and politely with the general public.
5. Demonstrate the ability to read and understand English so as to effectively carry out printed rules, detailed orders, instructions, and training material.
6. Demonstrate the ability to compose succinct, short written reports in the English language as required.
7. Possess an adequate command of both the written and spoken English language to properly communicate with coworkers and the general public.
8. Have a valid driver's license to operate a motor vehicle if required to perform driving duties under this contract.
9. Demonstrate the ability to maintain poise and self control under stress.
10. Be in good physical health and able to pass all required medical examinations contained in this contract.
11. Qualify for any license or permit as may be required by local jurisdictions within the contract area.
12. Successfully undergo a security background investigation and obtain and maintain a security clearance at the levels described in this contract.
13. Meet all other requirements contained in this contract.

Experience:

All Armed Security Officer candidates shall meet or exceed one or more of the following:

1. Possess a Bachelor degree from an accredited institution of learning and have the knowledge, skills, and abilities for employment under this contract;
2. Possess an Associate degree in criminal justice (or 60 credit hours with 27 credit hours in the core curriculum) from an accredited school of learning,
3. Have been employed in the field of criminal justice during the past year, and have a knowledge, skill, and abilities for employment under this contract;

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4. Be a graduate of a certified Federal, State, or local law enforcement training academy, an armed forces military police/security police school or its equivalent;
5. Have a minimum of 3 years of security experience, similar to the requirements contained in this contract, within the last 4 years;
6. Have a minimum of 6 months of continuous, successful employment as a security officer. In addition, all security officers shall be required to successfully complete the required training programs prior to assignment at no additional expense to the Government.

B. Unarmed Uniformed Security Officer

Job Description:

Protect and enforce rules and regulations at NRC facilities. The unarmed security officer is normally posted at specified areas to prevent unauthorized access to NRC-control facilities.

Duties:

1. Control access to the buildings in accordance with General and Post Orders.
2. Interface with visitors, guests, and NRC employees and provide proper instructions to gain access into NRC controlled buildings.
3. Perform package and vehicle inspection.
4. Receive, issue and account for all keys to NRC buildings, offices, gates, etc., assigned to his/her post.
5. Monitor and operate building, security, fire alarm, and other protection systems.
6. Observe building occupants and visitors for compliance with NRC rules and regulations.
7. Summon professional assistance and provide First Responder First Aid, when required, for individuals who become injured or ill while in buildings or on property under the control of NRC.
8. Maintain a 24-hour duty log of all unusual activity, incidents, or anything that requires action by the security force. Event or incident reports shall be prepared on accidents, injuries, fires, bomb threats, unusual incidents, unlawful acts, security violations, or any other reports required by the Project Officer in order to carry out the mission of security and safety. Copies of these reports shall be distributed in accordance with General and Post Orders.
9. Perform such other functions as may be directed.
10. Know, understand and comply with all General and Post Orders.

11. Prepare NRC Form 135's, "Security Incident Report," and individual inventory reports as directed.
12. Process visitors into NRC facilities.

Minimum Requirements:

1. Be at least 21 years of age.
2. Have U.S. citizenship.
3. Possess a high school education or equivalent.
4. Able to deal tactfully and politely with the general public.
5. Demonstrate the ability to read and understand English so as to effectively carry out printed rules, detailed orders, instructions, and training material.
6. Demonstrate the ability to compose succinct, short written reports in the English language as required.
7. Possess an adequate command of both the written and spoken English language to properly communicate with coworkers and the general public.
8. Have a valid driver's license to operate a motor vehicle if required to perform driving duties under this contract.
9. Demonstrate the ability to maintain poise and self control under stress.
10. Be in good physical health and able to pass all required medical examinations contained in this contract.
11. Qualify for any license or permit as may be required by local jurisdictions within the contract area.
12. Successfully undergo a security background investigation and obtain and maintain a security clearance at the levels described in this contract.
13. Meet all other requirements contained in this contract.

Experience:

All Unarmed Security Officer candidates shall meet or exceed one or more of the following:

1. Must have received an honorable discharge from a U.S. military service with at least 3 years of service.
2. Must demonstrate a satisfactory employment history in similar work as required by this contract.

3. Possess an Associate degree and display a good employment history in similar work as required by this contract.
4. Possess one (1) year work experience where interaction with the public is a fundamental aspect of the job, and a good employment history.

C. Central Alarm Station Console Officer (Unarmed)

Job Description:

Protect and enforce rules and regulations at NRC facilities. On an assigned shift, monitor and operate the NRC security systems and support administrative functions as required.

Duties:

1. Monitors all security systems (CCTV system, key card access system, fire alarm system, alarm intrusion detection system) in the Central Alarm Station.
2. Interact on a highly professional level with other security personnel associated with the operation and management of the central security systems monitoring station.
3. Submit oral and written reports to supervisory personnel as required.

Minimum Requirements:

1. Excellent broad based working knowledge of basic operating principles necessary for successful operation and management of the state-of-the-art communications, security, fire and safety monitoring station.
2. Demonstrated experience and expertise in the following areas:
3. Monitoring, evaluating, and taking proper action with respect to suspicious activities observed on CCTV.
4. Operating CCTV and mounted intercoms.
5. Operating standard radio and telephone equipment and keeping records of security personnel.
6. Coordinating and directing appropriate security officers to respond to security incidents and notifying appropriate authorities.
7. Monitoring and operating a computer-based access control and alarm system.
8. Demonstrate the ability to maintain poise and self-control under stress.
9. Be in good physical health and able to pass all required medical examinations contained in this contract.
10. Qualify for any license or permit as may be required by local jurisdictions within the contract area.

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11. Be able to successfully complete a security background investigation and obtain and maintain a security clearance at the levels described in this contract.

12. Meet all other requirements contained in this contract.

Experience:

Must meet the basic requirements of a Security Officer and in addition must have sufficient training and experience to gain the technical knowledge, skills, and ability to perform the duties of the position.

APPENDIX C

U.S. NRC SECURITY GUARD SERVICES WEIGHT/HEIGHT CHART

WEIGHT and HEIGHT CHART			
Height	Men	Height	Women
5'2"	150	4'10"	119
5'3"	155	4'11 "	123
5'4"	160	5'0"	127
5'5"	165	5'1"	131
5'6"	170	5'2"	137
5'7"	176	5'3"	141
5'8"	181	5'4"	148
5'9"	188	5'5"	149
5'10"	192	5'6"	154
5'11 "	197	5'7"	159
6'0"	203	5'8"	164
6'1 "	208	5'9"	168
6'2"	214	5'10"	173
6'3"	220	5'11 "	177
6'4"	223	6'0"	183
6'5"	232	6'1"	188
6'6"	236	6'2"	194

Body fat composition will be determined for personnel whose body weight exceeds the screening chart above. Maximum allowable percent of body fat content standards are described as follows:

<u>Age Group</u>	<u>Male</u>	<u>Female</u>
21-27	22%	32%
28-39	24%	34%
40-Over	26%	36%

Note: Procedures used to calculate the percent of body fat shall be consistent with the procedures used by the U.S. Department of the Army to determine body fat content.

APPENDIX D - Title 41--Public Contracts and Property Management

CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS**PART 101-20--MANAGEMENT OF BUILDINGS AND GROUNDS****Subpart 101-20.3—Conduct on Federal Property****§ 101-20.300 Applicability.**

These rules and regulations apply to all property under the charge and control of the General Services Administration and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations.

§ 101-20.301 Inspection.

Packages, briefcases, and other containers in the immediate possession of visitors, employees, or other persons arriving on, working at, visiting, or departing from Federal property, are subject to inspection. A full search of a person and any vehicle driven or occupied by the person may accompany an arrest.

§ 101-20.302 Admission to property.

Property shall be closed to the public during other than normal working hours. The closing of property will not apply to that space in those instances where the Government has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by subpart 101-20.4. During normal working hours, property shall be closed to the public only when situations require this action to ensure the orderly conduct of Government business. The decision to close the property shall be made by the designated official under the Occupant Emergency program after consultation with the buildings manager and the ranking representative of the Law Enforcement Branch responsible for protection of the facility or the area. The designated official is defined in § 101-20.003(g) as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials. When property, or a portion thereof, is closed to the public, admission to this property, or a portion, will be restricted to authorized persons who shall register upon entry to the property and shall, when requested, display Government or other identifying credentials to the Federal Protective Officers or other authorized individuals when entering, leaving, or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations. [53 FR 129, Jan. 5, 1988]

§ 101-20.303 Preservation of property.

The improper disposal of rubbish on property; the willful destruction of or damage to property; the theft of property; the creation of any hazard on property to persons or things; the throwing of articles of any kind from or at a building or the climbing upon statues, fountains, or any part of the building, is prohibited.

§ 101-20.304 Conformity with signs and directions.

Persons in and on property shall at all times comply with official signs of a prohibitory, regulatory, or directory nature and with the lawful direction of Federal Protective Officers and other authorized individuals.

§ 101-20.305 Disturbances.

Any loitering, disorderly conduct, or other conduct on property which creates loud or unusual noise or a nuisance; which unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots; which otherwise impedes or disrupts the performance of official duties by Government employees; or which prevents the general public from obtaining the administrative services provided on the property in a timely manner, is prohibited.

§ 101-20.306 Gambling.

Participating in games for money or other personal property or the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers tickets, in or on property is prohibited. This prohibition shall not apply to the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107, *et seq.*)

§ 101-20.307 Alcoholic beverages and narcotics.

Operations of a motor vehicle while on the property by a person under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. Entering upon the property, or while on the property, under the influence of or using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. The prohibition shall not apply in cases where the drug is being used as prescribed for a patient by a licensed physician. Entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited. The use of alcoholic beverages on property is prohibited except, upon occasions and on property upon which the head of the responsible agency or his or her designee has for appropriate official uses granted an exemption in writing. The head of the responsible agency or his or her designee shall provide a copy of all exemptions granted to the buildings manager and the Chief, Law Enforcement Branch, or other authorized officials, responsible for the security of the property. [53 FR 129, Jan. 5, 1988]

§ 101-20.308 Soliciting, vending, and debt collection.

Soliciting alms, commercial or political soliciting, and vending of all kinds, displaying or distributing commercial advertising, or collecting private debts on GSA-controlled property is prohibited. This rule does not apply to: (a) National or local drives for funds for welfare, health, or other purposes as authorized by 5 CFR, parts 110 and 950, Solicitation of Federal Civilian and Uniformed Services Personnel for Contributions to Private Voluntary Organizations issued by the U.S. Office of Personnel Management under Executive Order 12353 of March 23, 1982, as amended, and sponsored or approved by the occupant agencies; (b) Concessions or personal notices posted by employees on authorized bulletin boards; (c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454); and (d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 490(a)(16)).

§ 101-20.309 Posting and distributing materials.

(a) Public Law 104-52, Section 636, prohibits the distribution of free samples of tobacco products in or around Federal buildings. (b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property is prohibited, except as authorized in § 101-20.308 or when these displays are conducted as part of authorized Government activities. Distribution of materials, such as pamphlets, handbills, or flyers is prohibited, except in the public areas of the property as defined in § 101-20.003(z), unless conducted as part of

authorized Government activities. Any person or organization proposing to distribute materials in a public area under this section shall first obtain a permit from the building manager under Subpart 101-20.4 and shall conduct distribution in accordance with the provisions of Subpart 101-20.4. Failure to comply with those provisions is a violation of these regulations. [61 FR 2122, Jan. 25, 1996]

§ 101-20.310 Photographs for news, advertising, or commercial purposes.

Photographs may be taken in space occupied by a tenant agency only with the consent of the occupying agency concerned. Except where security regulations apply or a Federal court order or rule prohibits it, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meetings. Subject to the foregoing prohibitions, photographs for advertising and commercial purposes may be taken only with written permission of an authorized official of the agency occupying the space where the photographs are to be taken.

§ 101-20.311 Dogs and other animals.

Dogs and other animals, except Seeing Eye dogs, other guide dogs, and animals used to guide or assist handicapped persons, shall not be brought upon property for other than official purposes.

§ 101-20.312 Vehicular and pedestrian traffic.

(a) Drivers of all vehicles entering or while on property shall drive in a careful and safe manner at all times and shall comply with the signals and directions of Federal protective officers or other authorized individuals and all posted traffic signs; (b) The blocking of entrances, driveways, walks, loading platforms, or fire hydrants on property is prohibited; and (c) Except in emergencies, parking on property is not allowed without a permit.

Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, shall be subject to removal at the owners' risk and expense.

This paragraph may be supplemented from time to time with the approval of the Regional Administrator by the issuance and posting of such specific traffic directives as may be required, directives shall have the same force and effect as if made a part thereof. Proof that a motor vehicle was parked in violation of these regulations or directives may be taken as prima facie evidence that the registered owner was responsible for the violation.

§ 101-20.313 Explosives.

No person entering or while on property shall carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes. (Weapons, see title 18, U.S. Code 930.)[54 FR 15757, Apr. 19, 1989]

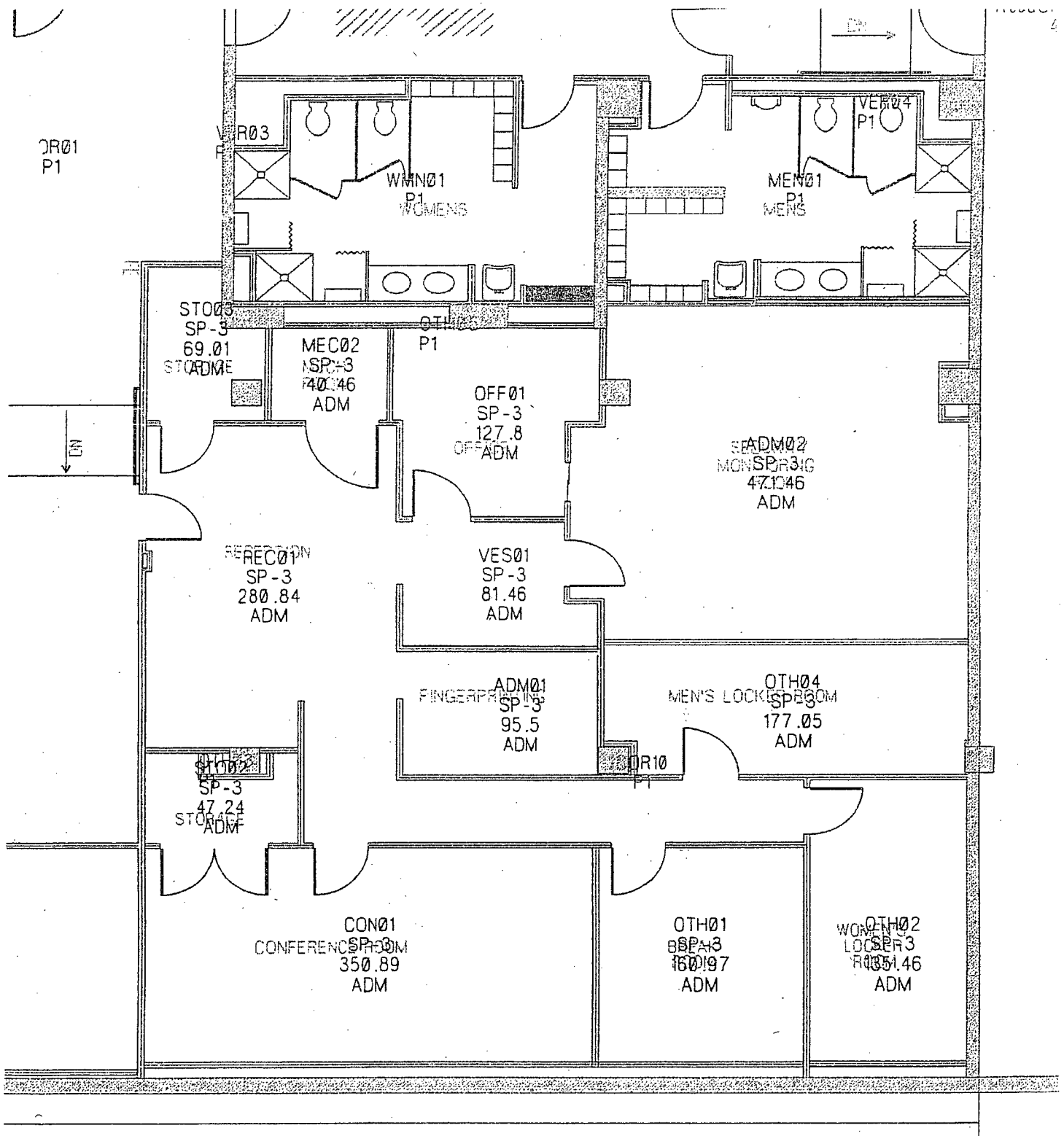
§ 101-20.314 Nondiscrimination.

There shall be no discrimination by segregation or otherwise against any person or persons because of race, creed, sex, color, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided thereby on the property.

§ 101-20.315 Penalties and other laws.

Whoever shall be found guilty of violating any rule or regulations in this subpart 101-20.3 while on any property under the charge and control of the U.S. General Services Administration is subject to a fine of not more than \$50 or imprisonment of not more than 30 days, or both (See title 40 U.S. Code 318c.) Nothing in these rules and regulations shall be construed to abrogate any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (section 205(c), 63 U.S. Statutes, 390; 40 U.S. Code 486(c)). [53 FR 130, Jan. 5, 1988]

APPENDIX E – P1 LEVEL FLOOR PLAN



P-1 Level

