

ORDER FOR SUPPLIES OR SERVICES

REPORT ANT: Mark all packages and papers with contract and/or order numbers

1. DATE OF ORDER 04/20/2005		2. CONTRACT NO. (If any) GS-07F-0152N		b. SHIP TO:	
3. ORDER NO. HSCEGI-05-F-F00034		4. REQUISITION/REFERENCE NO. 3PS-05-NT-0014		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) Federal Protective Svc. Div. - 3PS 701 Market Street Philadelphia PA 19106				b. STREET ADDRESS DHS/FPS, Region 3 Mellon Independence Center Suite 4200 701 Market Street	
				c. CITY Philadelphia	e. ZIP CODE 19106
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR TARHEEL SPECIALTIES, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS P.O. BOX 39				REFERENCE YOUR: Final proposal revision March 25, 2005 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.	
d. CITY LINDEN				e. STATE NC	f. ZIP CODE 283568945
9. ACCOUNTING AND APPROPRIATIONS DATA See Schedule				10. REQUISITIONING OFFICE Federal Protective Svc. Div. - 3PS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		13. PLACE OF		14. GOVERNMENT B/L NO.	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2005	
16. DISCOUNT TERMS (b)(4)					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Guard services for the state of Pennsylvania excluding metropolitan Philadelphia, for an initial period of four months with four one-year options. The initial period of performance is June 1, 2005 through September 30, 2005 Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h). TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Federal Protective Svc. Div. - 3PS						\$1,927,034.00
b. STREET ADDRESS (or P.O. Box) 701 Market Street						
c. CITY Philadelphia		d. STATE PA	e. ZIP CODE 19106		\$1,927,034.00	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Daniel J. Correnti TITLE: CONTRACTING/ORDERING OFFICER	
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ORDER SUPPLIES OR SERVICES
SCI SCHEDULE - CONTINUATION

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The document identifier number for this task order is PJGI50027. Period of Performance: 06/01/2005 to 09/30/2005					
0001	PA0064 - Armed guard services, Initial Period Delivery Location Code: PA0064 FB AND COURTHOUSE 617 STATE STREET ERIE PA Quantity: 688 Accounting Info: (b)(2)Low	688	HR	28.00	19,264.00	
0002	PA0158 - Armed guard services, Initial Period Delivery Location Code: PA0158 US POST OFFICE AND COURTHOUSE 700 GRANT STREET PITTSBURGH PA Quantity: 1463 Accounting Info: (b)(2)Low	1463	HR	28.00	40,964.00	
0003	PA0158 - Unarmed guard services, Initial Period Delivery Location Code: PA0158 US POST OFFICE AND COURTHOUSE 700 GRANT STREET PITTSBURGH PA Quantity: 360 Accounting Info: (b)(2)Low	360	HR	24.00	8,640.00	
0004	PA0233 - Armed guard services, Initial Period Delivery Location Code: PA0233 WILLIAM S. MOORHEAD FED. BLDG. 1000 LIBERTY AVE PITTSBURGH PA Quantity: 11558.5 Continued ...	11558.5	HR	28.00	323,638.00	

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Contracting Officer

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Accounting Info: (b)(2)Low					
	Funded: \$281,565.06					
	Accounting Info: (b)(2)Low					
	Funded: \$647.28					
	Accounting Info: (b)(2)Low					
	Funded: \$41,425.66					
0005	PA0235 - Armed guard services, Initial Period Delivery Location Code: PA0235 HERMAN T. SCHNEEBELI FED BLDG 240 W THIRD STREET WILLIAMSPORT PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0006	PA0239 - Armed guard services, Initial Period Delivery Location Code: PA0239 SSA TRUST FUND BLDG. 200 FERRY STREET EASTON PA Quantity: 731 Accounting Info: (b)(2)Low	731	HR	28.00	20,468.00	
0007	PA0259 - Armed guard services, Initial Period Delivery Location Code: PA0259 DUCOEUR BLDG 431 FALLOWFIELD AVE CHARLEROI PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
	Continued ...					

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0008	PA0260 - Armed guard services, Initial Period Delivery Location Code: PA0260 SSA TRUST FUND BLDG. 50 NORTH 3RD ST CHAMBERSBURG PA Quantity: 688 Accounting Info: (b)(2)Low	688	HR	28.00	19,264.00	
0009	PA0261 - Armed guard services, Initial Period Delivery Location Code: PA0261 SSA BUILDING 122 WEST THIRD STREET GREENSBURG PA Quantity: 688 Accounting Info: (b)(2)High	688	HR	28.00	19,264.00	
0010	PA0267 - Armed guard services, Initial Period Delivery Location Code: PA0267 FEDERAL BUILDING AND US CH 228 WALNUT STREET HARRISBURG PA Quantity: 3964 Accounting Info: (b)(2)Low	3964	HR	28.00	110,992.00	
0011	PA0276 - Armed guard services, Initial Period Delivery Location Code: PA0276 SSA TRUST FUND BLDG. 88 SOUTH LAUREL STREET HAZLETON PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0012	PA0280 - Armed guard services, Initial Period Continued ...	1569.5	HR	28.00	43,946.00	

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DATE OF ORDER 04/20/2005
CONTRACT NO. GS-07F-0152N

ORDER NO. HSCEGI-05-F-F00034

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Delivery Location Code: PA0280 SSA BUILDING 6117 PENN CIRCLE NORTH PITTSBURGH PA Quantity: 1569.5 Accounting Info: (b)(2)Low					
0013	PA0345 - Armed guard services, Initial Period Delivery Location Code: PA0345 100 CHESTNUT OFF BLD S FRONT AND CHESTNUT ST HARRISBURG PA Quantity: 731 Accounting Info: (b)(2)Low	731	HR	28.00	20,468.00	
0014	PA0425 - Armed guard services, Initial Period Delivery Location Code: PA0425 21 S BROWN STREET 21 SOUTH BROWN STREET LEWISTOWN PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0015	PA0435 - Armed guard services, Initial Period Delivery Location Code: PA0435 HOLLY POINTE BUILDING 220 SOUTH MAIN ST. BUTLER PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0016	PA0437 - Armed guard services, Initial Period Delivery Location Code: PA0437 GECAC BUILDING Continued ...	645	HR	28.00	18,060.00	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	823 PEACH STREET ERIE PA Quantity: 645 Accounting Info: (b)(2)Low					
0017	PA0465 - Armed guard services, Initial Period Delivery Location Code: PA0465 CHAPMAN BLDG. 331 S. MAIN ST. WASHINGTON PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0018	PA0476 - Armed guard services, Initial Period Delivery Location Code: PA0476 119 PROFESSIONAL CTR 1265 WAYNE AVENUE INDIANA PA Quantity: 688 Accounting Info: (b)(2)Low	688	HR	28.00	19,264.00	
0019	PA0489 - Armed guard services, Initial Period Delivery Location Code: PA0489 PLEASANT VALLEY SHOP 3415 PLEASANT VALLEY BD ALTOONA PA Quantity: 688 Accounting Info: (b)(2)Low	688	HR	28.00	19,264.00	
0020	PA0495 - Armed guard services, Initial Period Delivery Location Code: PA0495 MINERVA MILLS 401 E. LOUTHER ST. CARLISLE PA Continued ...	688	HR	28.00	19,264.00	

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Contracting Officer

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0021	Quantity: 688 Accounting Info: (b)(2)Low PA0511 - Armed guard services, Initial Period Delivery Location Code: PA0511 CRESSONA MALL RT. 61 POTTSVILLE PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0022	PA0540 - Armed guard services, Initial Period Delivery Location Code: PA0540 CYCLOPS BLDG. 650 WASHINGTON RD. MOUNT LEBANON PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0023	PA0559 PA 9999 - Armed guard services, Initial Period Delivery Location Code: PA0559 MELLON INDEPEND CTR. 701 MARKET ST. PHILADELPHIA PA Quantity: 4648 Accounting Info: (b)(2)Low	4648	HR	28.00	130,144.00	
0024	PA0596 - Armed guard services, Initial Period Delivery Location Code: PA0596 OPPENHEIM BLDG. 409 LACKAWANNA AVE SCRANTON PA Quantity: 731 Accounting Info: Continued ...	731	HR	28.00	20,468.00	

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DATE OF ORDER 04/20/2005
CONTRACT NO. GS-07F-0152N

ORDER NO. HSCEGI-05-F-F00034

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0025	(b)(2)Low PA0608 - Armed guard services, Initial Period Delivery Location Code: PA0608 BUTLER ROAD 159 BUTLER ROAD KITANNING PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0026	PA0609 - Armed guard services, Initial Period Delivery Location Code: PA0609 924 RUSSELL DRIVE 924 RUSSELL DRIVE LEBANON PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0027	PA0613 - Armed guard services, Initial Period Delivery Location Code: PA0613 DEVELOPAC BUS PARK 480 JEFFERS ST DU BOIS PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0028	PA0621 - Armed guard services, Initial Period Delivery Location Code: PA0621 THE ARBORS 295 N. KERRWOOD DRIVE HERMITAGE PA Quantity: 645 Accounting Info: (b)(2)Low Continued ...	645	HR	28.00	18,060.00	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0029	PA0625 - Armed guard services, Initial Period Delivery Location Code: PA0625 227 PIKE STREET 227 PIKE STREET CARBONDALE PA Quantity: 731 Accounting Info: (b)(2)Low	731	HR	28.00	20,468.00	
0030	PA0627 - Armed guard services, Initial Period Delivery Location Code: PA0627 STEGMAIER BUILDING 7 NORTH WILKES-BARRE BOULEVARD WILKES BARRE PA Quantity: 2236 Accounting Info: (b)(2)Low Funded: \$18,156.32 Accounting Info: (b)(2)Low Funded: \$20,660.64 Accounting Info: (b)(2)Low Funded: \$23,791.04	2236	HR	28.00	62,608.00	
0031	PA0632 - Armed guard services, Initial Period Delivery Location Code: PA0632 MULTIUSE OFC COMPLEX 701-715 S. MAIN ST TOWANDA PA Quantity: 602 Accounting Info: (b)(2)Low	602	HR	28.00	16,856.00	
0032	PA0633 - Armed guard services, Initial Period Delivery Location Code: PA0633 Continued ...	731	HR	28.00	20,468.00	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	611 OFFICE BLDG RD 7, RTE 611 STROUDSBURG PA Quantity: 731 Accounting Info: (b)(2)Low					
0033	PA0636 - Armed guard services, Initial Period Delivery Location Code: PA0636 300 MARKET STREET 300 MARKET STREET SUNBURY PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0034	PA0637 - Armed guard services, Initial Period Delivery Location Code: PA0637 700 MARKET STREET 700 MARKET STREET BLOOMSBURG PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0035	PA0638 - Armed guard services, Initial Period Delivery Location Code: PA0638 910 BLDG 901 UNIVERSITY DRIVE STATE COLLEGE PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0036	PA0643 - Armed guard services, Initial Period Delivery Location Code: PA0643 504 (PARCEL-A);END; 504 (PARCEL-A);END; FIFTH AVE Continued ...	645	HR	28.00	18,060.00	

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ORDER SUPPLIES OR SERVICES
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	MCKEESPORT PA Quantity: 645 Accounting Info: (b)(2)Low					
0037	PA0645 - Armed guard services, Initial Period Delivery Location Code: PA0645 SSA BUILDING 950 BOROM ROAD YORK PA Quantity: 688 Accounting Info: (b)(2)Low	688	HR	28.00	19,264.00	
0038	PA0656 - Armed guard services, Initial Period Delivery Location Code: PA0656 THE GATEWAY BLDG 201 PENN ST READING PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0039	PA0658 - Armed guard services, Initial Period Delivery Location Code: PA0658 HOMELoAN BANK BUILDING 601 GRANT STREET PITTSBURGH PA Quantity: 731 Accounting Info: (b)(2)Low	731	HR	28.00	20,468.00	
0040	PA0659 - Armed guard services, Initial Period Delivery Location Code: PA0659 FORUM PLACE 555 WALNUT STREET HARRISBURG PA Quantity: 688 Continued ...	688	HR	28.00	19,264.00	

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**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/20/2005	CONTRACT NO. GS-07F-0152N	ORDER NO. HSCEGI-05-F-F00034
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Accounting Info: (b)(2)Low					
0041	PA0669 - Armed guard services, Initial Period Delivery Location Code: PA0669 555 MAIN STREET 555 MAIN STREET BETHLEHEM PA Quantity: 688 Accounting Info: (b)(2)Low	688	HR	28.00	19,264.00	
0042	PA0671 - Armed guard services, Initial Period Delivery Location Code: PA0671 UNIONTOWN SHOPPING CENTER 942 MORGANTOWN STREET UNIONTOWN PA Quantity: 666.5 Accounting Info: (b)(2)Low	666.5	HR	28.00	18,662.00	
0043	PA0679 - Armed guard services, Initial Period Delivery Location Code: PA0679 SSA BUILDING 334 WASHINGTON ST. JOHNSTOWN PA Quantity: 1376 Accounting Info: (b)(2)Low Funded: \$18,108.16 Accounting Info: (b)(2)Low Funded: \$20,419.84	1376	HR	28.00	38,528.00	
0044	PA0714 - Armed guard services, Initial Period Delivery Location Code: PA0714 3311 EAST CARSON STREET Continued ...	3788	HR	28.00	106,064.00	

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ORDER 7 SUPPLIES OR SERVICES
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DATE OF ORDER CONTRACT NO.
04/20/2005 GS-07F-0152N

ORDER NO.
HSCEGI-05-F-F00034

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	3311 EAST CARSON STREET PITTSBURGH PA Quantity: 3788 Accounting Info: (b)(2)Low					
0045	PA0722 - Armed guard services, Initial Period Delivery Location Code: PA0722 TURNEY BUILDING 2103 NINTH AVENUE BEAVER FALLS PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0046	PA0733 - Armed guard services, Initial Period Delivery Location Code: PA0733 FOUR ALLEGHENY CENTER FOUR ALLEGHENY CENTER PITTSBURGH PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0047	PA0737 - Armed guard services, Initial Period Delivery Location Code: PA0737 AMBRIDGE OFFICE BUILDING 120 MERCHANT STREET AMBRIDGE PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0048	PA0738 - Armed guard services, Initial Period Delivery Location Code: PA0738 PARK AVENUE PLAZA BLDG 19063 PARK AVENUE PLAZA MEADVILLE PA Continued ...	645	HR	28.00	18,060.00	

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ORDER 3 SUPPLIES OR SERVICES
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0056	PA6912 - Armed guard services, Initial Period Delivery Location Code: PA6912 MELROSE MED CENTER 2708 BROWNSVILLE ROAD PITTSBURGH PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0057	PA6918 - Armed guard services, Initial Period Delivery Location Code: PA6918 MONROEVILLE MALL COM 300 MONROEVILLE MALL MONROEVILLE PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0058	PA7008 - Armed guard services, Initial Period Delivery Location Code: PA7008 PARK CENTER BLDG 104 MARGARET STREET NEW CASTLE PA Quantity: 645 Accounting Info: (b)(2)Low	645	HR	28.00	18,060.00	
0059	Temporary additional services, Initial Period Delivery Location Code: PA0559 MELLON INDEPEND CTR. 701 MARKET ST. PHILADELPHIA PA Quantity: 1 Accounting Info: (b)(2)Low This task order incorporates by reference Continued ...	1	LO	5,000.00	5,000.00	

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ORDER 3 SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/20/2005	CONTRACT NO. GS-07F-0152N	ORDER NO. HSCEGI-05-F-F00034
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>the following information:</p> <ol style="list-style-type: none"> 1. The Contractor's management plan, including the changes contained in the final proposal revision dated March 25, 2005. 2. Solicitation HSCEGI-05-R-F00004 and amendments 1 through 3 thereto. <p>The following attachments are provided as part of the award package:</p> <ol style="list-style-type: none"> 1. Sections A through J of Solicitation HSCEGI-05-R-F00004 2. Amendments 1 through 3 to Solicitation HSCEGI-05-R-F00004 3. Copies of Exhibit 1 for line items 1 through 58 of the contract effective June 1, 2005 <p>Total amount of award: \$1,927,034.00. The obligation for this award is shown in box 17(i).</p>					

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Contracting Officer

1. THIS CONTRACT ORDER UNDER DP, RATED (FR 700) Rating		PAGE OF PAGES 1 of 288
2. CONTRACT NUMBER	3. SOLICITATION NUMBER HSCEGI-05-R-F00004	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED
5. DATE ISSUED JAN 19, 2005		6. REQUISITION/PURCHASE NUMBER 3PS-05-NT-0014
7. ISSUED BY Department of Homeland Security Federal Protective Service Mellon Independence Center, Suite 4200 701 Market Street, Philadelphia, PA 19106		8. ADDRESS OFFER TO (if other than item 7) ATTN: Daniel J. Correnti

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in See Block 7 until 2:00 p.m. Local Time FEB 18, 2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions.

10. FOR INFORMATION CALL:	A. NAME Daniel J. Correnti	B. TELEPHONE (NO COLLECT CALLS) (215) 521-(b)(2)Low	C. E-MAIL ADDRESS (b)(6)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS 1%	20 CALENDAR DAYS 1%	30 CALENDAR DAYS 1%	CALENDAR DAYS (%)
14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	---

15B. TELEPHONE NUMBER Area Code Number Ext.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> U.S.C. 2304(c) () <input type="checkbox"/> U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	

26. NAME OF CONTRACTING OFFICER (Type or print) Daniel J. Correnti	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
--	--	----------------

**PROJECT TITLE: Guard Services at Various Locations
Throughout the State of Pennsylvania
Excluding Metropolitan Philadelphia**

SOLICITATION NUMBER: HSCEGI-05-R-F00004

**** THIS IS A NEGOTIATED PROCUREMENT SUBJECT TO FULL AND OPEN
COMPETITION IN ACCORDANCE WITH THE GSA FEDERAL SUPPLY
SCHEDULE MULTIPLE-AWARD SCHEDULE CONTRACT 084 FOR GUARD
SERVICES. THIS PROCUREMENT IS RESTRICTED TO SMALL
BUSINESSES UNDER NAICS CODE 561612. ****

ANTICIPATED SERVICE START DATE: June 1, 2005

OFFERS DUE: 2:00 PM (EST), FEBRUARY 18, 2005

**SUBMIT OFFERS TO: FEDERAL PROTECTIVE SERVICE, REGION 3
SUPPORT BRANCH (3PS)
MELLON INDEPENDENCE CENTER
701 MARKET STREET, SUITE 4200
PHILADELPHIA, PA 19106
ATTN: Dan Correnti**

**PRE-PROPOSAL CONFERENCE: JANUARY 25, 2005, 10:00 AM
(to be held at the address above)**

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PROHIBITED.**

Notice to prospective bidders/offerors: Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective bidders/offerors (and their subcontractors and suppliers). In support of this requirement, FPS requires bidders/offerors to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations and contract guard service. Such care is to include:

Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;

Making every possible effort that is reasonable and prudent to prevent unauthorized disclosure of this information;

Upon award and completion of any appeals process, unsuccessful bidders/offerors, making every reasonable and prudent effort to destroy or render useless all information/documentation received during the solicitation and/or appeals process; and

Continuing the efforts required above throughout the entire term of contract and for such specific time thereafter as may be necessary, as determined by the awardee.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as armed and unarmed guard services and related duties, at Federally owned and leased facilities protected by the Federal Protective Service (FPS), Region 3, in the State of Pennsylvania (excluding the following counties: Bucks, Chester, Delaware, Montgomery and Philadelphia) . In furnishing these services the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the work statement contained herein. Offerors are advised to read the solicitation carefully and in its entirety before preparing their technical and pricing proposals.

02. CONTRACT TYPE

Services shall be furnished via task order against General Services Administration (GSA) Federal Supply Schedule Contract series 084. The task order shall be awarded with firm fixed hourly prices with economic price adjustment as provided for under FAR 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts – May 1989).

03. ESTIMATED QUANTITIES

The estimated annual quantities for providing professional security services under the task order are as follows:

Basic armed guard services:	191,722
Basic unarmed guard services:	1,068
Emergency armed guard services:	200
Emergency unarmed guard services:	100

Note: Section J, **Exhibit 1** is a listing of locations anticipated for coverage at the time of solicitation. Locations may be added or deleted via modification during the course of the task order. The total value of the task order shall not exceed \$40,000,000.

04. PRICES

A. Pricing Required for All Services and Performance Periods

Offerors must quote prices for all services required during the initial performance period, as well as for each option period, in order to be considered for award. Offerors submitting partial pricing information shall be ineligible for award of the task order.

B. Department of Labor Wage Determination

1. The minimum wage rates and fringe benefits applicable to the initial period of performance are outlined in the following collective bargaining agreements, included as exhibits in Section J:

Eastern PA – Agreement between Industrial Technical and Professional Employees Union (AFL-CIO) and Superior Protection Services, Inc., effective June 1, 2004 through May 31, 2006, including Memorandum of Agreement dated August 23, 2004.

Western PA – Agreement between the International Union, Security*Police*Fire Professionals of America, Local Union #502 and Superior Protection, Inc., effective June 2004, including Memorandum of Agreement dated August 23, 2004.

2. These collective bargaining agreements reflect the minimum wage rates that the Contractor must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

C. Option Pricing

1. Offerors shall price the options for the four (4) additional 12-month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial performance period will apply to the four (4) additional 12-month option periods.
2. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current Department of Labor wage determination. The Contractor shall pay all employees covered by Fair Labor Standards Act and Service Contract Act at least the wages and fringe benefits cited on the new wage determination, effective with the start date of the new option period.

3. Option prices will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). See Section I for the full text of this clause. The Contractor must furnish copies of the Contractor's payrolls to accompany any request for an adjustment to the option pricing.

D. Unbalanced Pricing

Each offeror is cautioned that its pricing proposal may be rejected as non-responsive to the solicitation requirements if it is materially unbalanced as to prices for the initial performance period or any option period. A pricing proposal is considered to be materially unbalanced when it is based on prices that are significantly less than cost for some work and prices that are significantly overstated for other work.

E. Contingency Pricing

Offerors must not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts)(May 1989). Refer to Section I for the full text of this clause. For cost/price factors that are subject to variation, but are not subject to adjustment under FAR clause 52.222-43, offerors may factor in contingency allowances.

F. Pricing of Services

1. The hourly prices quoted below must be inclusive of all direct costs, indirect costs, and profit. Offerors must include all costs associated with providing the services described herein.
2. The Government shall not be responsible for compensating the Contractor for any costs tied to solicitation requirements but not factored into the proposed prices, either by the Contractor's intention or by mistake.

G. Definitions

1. Basic Services – Basic services are the permanent ongoing services included in the task order at time of award or added through modification. For these services the Contractor shall be compensated using the Basic Services Rates listed above.
2. Temporary Additional Services

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- a. During the term of the task order, the Government may have requirements for temporary additional service (TAS) requirements that are separate from the basic requirements for each task order. Due to the nature of these services, the Contractor may be required to provide them with little advance notice.
- b. The Government may require temporary additional services under circumstances allowing for less than 72 hours advance notice. These are referred to as emergency services. For these services the Contractor shall be compensated using the emergency services rates proposed by the offeror and accepted by the Government. The emergency services rate shall apply for a maximum of 72 hours after start of such services. After the initial 72 hours of service the basic services rates shall apply.
- c. In the event other agencies contact the Contractor to request emergency services under the task order, the Contractor shall notify the FPS Contracting Officer within eight hours of such request.
- d. This additional services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for service. Should a continuing need for additional service arise, a task order modification will be issued by the Government to provide for those services.

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BASIC SERVICES

ARMED GUARD SERVICES – Quote an hourly price for providing basic armed guard services as described herein:

- 0001 Initial period (6/1/05-9/30/05) 28 per hour
- 0002 Option 1 period (10/1/05-9/30/06) 28 per hour
- 0003 Option 2 period (10/1/06-9/30/07) 28 per hour
- 0004 Option 3 period (10/1/07-9/30/08) 28 per hour
- 0005 Option 4 period (10/1/08-9/30/09) 28 per hour

UNARMED GUARD SERVICES – Quote an hourly price for providing basic unarmed guard services as described herein:

- 0006 Initial period (6/1/05-9/30/05) 24 per hour
- 0007 Option 1 period (10/1/05-9/30/06) 24 per hour
- 0008 Option 2 period (10/1/06-9/30/07) 24 per hour
- 0009 Option 3 period (10/1/07-9/30/08) 24 per hour
- 0010 Option 4 period (10/1/08-9/30/09) 24 per hour

EMERGENCY SERVICES

EMERGENCY ARMED GUARD SERVICES – Quote an hourly price for providing emergency armed guard services as described herein:

- 0011 Initial period (6/1/05-9/30/05) 32 per hour
- 0012 Option 1 period (10/1/05-9/30/06) 32 per hour
- 0013 Option 2 period (10/1/06-9/30/07) 32 per hour
- 0014 Option 3 period (10/1/07-9/30/08) 32 per hour
- 0015 Option 4 period (10/1/08-9/30/09) 32 per hour

BASIC SERVICES

ARMED GUARD SERVICES – Quote an hourly price for providing basic armed guard services as described herein:

- 0001 Initial period (6/1/05-9/30/05) _____ per hour
- 0002 Option 1 period (10/1/05-9/30/06) _____ per hour
- 0003 Option 2 period (10/1/06-9/30/07) _____ per hour
- 0004 Option 3 period (10/1/07-9/30/08) _____ per hour
- 0005 Option 4 period (10/1/08-9/30/09) _____ per hour

UNARMED GUARD SERVICES – Quote an hourly price for providing basic unarmed guard services as described herein:

- 0006 Initial period (6/1/05-9/30/05) _____ per hour
- 0007 Option 1 period (10/1/05-9/30/06) _____ per hour
- 0008 Option 2 period (10/1/06-9/30/07) _____ per hour
- 0009 Option 3 period (10/1/07-9/30/08) _____ per hour
- 0010 Option 4 period (10/1/08-9/30/09) _____ per hour

EMERGENCY SERVICES

EMERGENCY ARMED GUARD SERVICES – Quote an hourly price for providing emergency armed guard services as described herein:

- 0011 Initial period (6/1/05-9/30/05) _____ per hour
- 0012 Option 1 period (10/1/05-9/30/06) _____ per hour
- 0013 Option 2 period (10/1/06-9/30/07) _____ per hour
- 0014 Option 3 period (10/1/07-9/30/08) _____ per hour
- 0015 Option 4 period (10/1/08-9/30/09) _____ per hour

EMERGENCY UNARMED GUARD SERVICES – Quote an hourly price for providing emergency unarmed guard services as described herein:

- | | | | |
|------|-----------------------------------|-------|----------|
| 0016 | Initial period (6/1/05-9/30/05) | _____ | per hour |
| 0017 | Option 1 period (10/1/05-9/30/06) | _____ | per hour |
| 0018 | Option 2 period (10/1/06-9/30/07) | _____ | per hour |
| 0019 | Option 3 period (10/1/07-9/30/08) | _____ | per hour |
| 0020 | Option 4 period (10/1/08-9/30/09) | _____ | per hour |

OFFEROR: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

01. INTRODUCTION

A. The Federal Protective Service (FPS) is the entity responsible for the protection of real property, tenants and visitors in most federal buildings. Contract security guards have crucial and highly visible roles in the FPS mission. They are usually the first (and sometimes only) contact visitors have with the FPS, and they are almost always the first line of defense in a federally controlled facility. Visitors and federal employees do not usually distinguish between the FPS police officers and contract guards. To them, contract guards are the FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their roles, know their duties, and perform their duties courteously and professionally at all times.

B. As an integral part of the FPS security team, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to provide security guard services as described and required in this task order. The Contractor shall perform to the standards required by the task order and will be expected to work closely with FPS representatives throughout the duration of services.

02. GENERAL STATEMENT OF WORK

A. This task order covers professional security services at Federally owned and leased facilities throughout the **State of Pennsylvania (excluding the following counties: Bucks, Chester, Delaware, Montgomery and Philadelphia)** under the framework of a fixed price order with economic price adjustment. As needs for services change the task order may be modified accordingly. Except as otherwise stated, the Contractor shall furnish all necessary supervision, productive personnel, clothing, equipment and supplies to perform this work. The Contractor shall provide and successfully complete all services and duties described herein, in accordance with the terms of this task order, as ordered and required by the Government.

B. The Contractor shall provide all equipment and supplies except as provided by the Government in Section C, Paragraph 8.A.

03. START-UP

A. Task Order Start-Up

1. Immediately after award of the task order, and prior to the Contractor's performance at the work site(s), the FPS Contracting Officer (CO) shall request the FPS Contracting Officer's Representative (COR) to schedule a pre-performance meeting with the Contractor that will focus on an in-depth review of the total task order requirements.

2. During the start up and performance of the task order, the COR and the Contractor shall meet at least monthly to discuss all relevant contract issues. The Contractor and the COR shall sign the written minutes of these meetings, which shall be prepared by the Contractor and incorporated into the task order file. Should the Government not concur with the minutes, the Government shall state in writing to the Contractor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the contract file.

B. Initial Contract Transition

1. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.

2. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the task order start date and may distribute business cards, employment applications, brochures, and other company information to the incumbent employees while they are on duty, provided that there is no interference with the employees' assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor may not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.

3. The Government will provide the Contractor with the names, Social Security numbers and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after award.

4. The Contractor shall inspect each existing guard folder within ten days of their receipt from the predecessor contractor. The intent of this inspection is to ensure that supporting documentation exists for the data found on the most current CERT Log which will be provided by the Federal Protective Service. The Contractor shall notify the Federal Protective Service of any missing documentation within fifteen calendar days of receiving the guard folder from the predecessor contractor. In the event the missing documentation can not be provided by the Federal

Protective Service or predecessor contractor, all missing documentation shall be replaced by the Contractor within 60 days of notifying the Federal Protective Service of the missing documents.

C. Contractor Obligation to Obtain All Required Licenses and Permits

1. Prior to the task order start date, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or state in which the buildings are located to:

- a. Obtain all licenses and permits required for each guard and supervisor to serve as an unarmed guard, armed guard or supervisor as required by Exhibit 1. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained. All armed guards shall have a Carry Permit. (Not all locations will permit the storage of firearms so guards must have the ability to travel to and from their duty place with their firearm.)
- b. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under the task order. Copies of all insurance certificates must be provided and approved by the CO before the commencement of work. An updated insurance certificate is required for each option period.
- c. Maintain current, valid copies of all licenses, permits, and certifications described in this task order. The CO, COR and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this task order. The Contractor shall make them available within 24 hours of request by such authorized Government personnel. The Contractor shall complete and certify a written record that shows names and issue dates for each employee having all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any and all task order work. The Contractor shall provide a copy of the updated record to the Government within 72 hours of request

by the CO or COR .

d. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this task order prior to performing any work under the task order.

e. Failure by the Contractor to obtain all required licenses prior to the task order start date shall be grounds for termination for default. Failure by the Contractor to renew licenses and permits upon their expiration may result in termination for default.

2. All U.S. employers are responsible for completion and retention of Form I-9 for each individual they hire for employment in the United States. This includes citizens and non-citizens. On the form, the employer must verify the employment eligibility and identity documents presented by the employee and record the document information on the Form I-9. Acceptable documents are listed on the back of the form, and detailed under "Special Instructions." A copy of the employees' I-9 forms and verification documents shall be placed in the employees' contract folder /certification file. This document will be reviewed as part of the FPS contract guard inspection program.

<http://uscis.gov/graphics/formsfee/forms/i-9.htm>

D. Contractor Obligation to Obtain Certifications for All Uniformed Guards

1. FPS Certification Cards (GSA Form 3527)

a. Within 30 days of commencing work on the task order, each uniformed guard (whether productive or supervisory) must possess a valid FPS certification card (GSA Form 3527). The FPS certification card is evidence that the guard has: received a favorable adjudication from FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a FPS contract security guard (see Paragraphs 9 and 10 for a detailed description of these requirements).

b. The CO or his/her designee will provide the Contractor with an adequate supply of GSA Forms 3527 to issue to guards who have met all the hiring, training and testing requirements set forth in this order.

c. The Contractor shall follow the procedures listed below to obtain a certification card for each uniformed employee:

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- (1) Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the contract eligibility requirements (including medical and psychological/reliability examinations and drug testing);
- (2) Submit the suitability package to the COR and await the results of the adjudication. This process will take approximately four (4) - six (6) weeks if all forms are legible and complete; however, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc. No guard will be permitted to take the guard qualification test until they have received a favorable preliminary adjudication decision.
- (3) Schedule required Government-provided training and testing/qualifying with the FPS office and schedule/conduct all other Contractor-provided training requirements. The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.
- (4) After the Contractor receives the suitability adjudication results and the employee completes the training and passes the required examination(s), the Contractor shall submit the following information to the COR for a certification card:
 - (a) The Contractor shall type the guard's name, company name and FPS Region number on the card and the guard must sign the signature block in blue or black ink.
 - (b) A color photograph 1" x 1," no more than one year old of the guards head and upper shoulders must be attached to card (full name printed on back of card).
- (5) The Contractor shall return the completed GSA Form 3527 to FPS. FPS will type the date of issuance, stamp TOC, attach photo, place signature on the FPS authorizing signature line and laminate the completed form. The Certification card will be valid for the term of the contract and

shall be marked "TOC" to designate expiration upon completion of the contract. The card will then be issued to the Contractor. No guard or supervisor shall be permitted to work under the task order without a valid certification card. The certification card shall be worn on the outermost garment of the guard's uniform.

d. The Contractor must return to FPS an employee's certification card within five (5) work days of either the termination of the guard's employment, or the guard's removal from the task order at the end of the task order term. The Contractor shall be assessed a \$50.00 deduction for each failure to return the certification card as required. The Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS task orders/contracts. Possession of a FPS certification card does not waive any other task order requirement.

e. The CO shall have the express authority to demand return of the FPS Certification card for any contract employee who does not maintain compliance with the contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the contract until such time as he/she comes into full compliance with all qualification/certification criteria.

2. Other Required Certifications

a. The Contractor is responsible for the contract employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but a valid CPR/First Aid card and, when required, a valid firearms permit.

b. Additionally, all employees who will work as armed guards must submit a signed and dated "Domestic Violence Certification" that states they have not been arrested for or charged with any offense related to domestic violence (See Exhibit 18). This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms re-qualification.

3. **IMPORTANT NOTE:** Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the contract employee's certification status (i.e., suitability determination, medical

examination, firearms re-qualification, CPR/First Aid certification).

04. SERVICES REQUIRED - PRODUCTIVE

A. Order of Precedence

1. The Contractor's employees shall perform the services as prescribed by:

- The task order;
- The Guard Post Assignment Record (GSA Form 2580);
- The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- The FPS Policy Handbook (PBS P-5930.17c); and
- The Contract Guard Information Manual (CGIM) (April 2001 Revision)

2. In the event of an inconsistency between documents, the task order takes precedence over other documents.

B. Guard Post Assignment Record (GSA Form 2580)

1. Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS, for all shifts on each post. Except for emergencies, the guards shall not deviate from the duties prescribed in the Form 2580. The COR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the contract cost. Such changes shall not require modification to the task order or contract.

2. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the task order price, must be made by the CO through a written modification to the task order. The Contractor may be financially liable for accepting or implementing changes by any FPS or tenant agency staff other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a modification.

C. Typical Duties

1. Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be

familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time. Guard mount time is that time prior to official sign-in on post where the guard prepares to assume assigned duties, such as reading the post orders and loading and holstering the firearm. Guard mount time is NOT considered part of the official post hours; thus, the Contractor must factor in the cost for guard mount time into the bid prices as this cost will not otherwise be paid for by the Government.

2. Guard post assignments may include, but are not limited to, the following duties and responsibilities:

Staff Entrance/Exit Control Posts
Staff Roving Control Posts
Prepare Reports and Maintain/File Records
Monitor and/or Operate Security and Fire Systems
Ensure Compliance with Building Rules and Regulations
Maintain Physical Security, Law and Order
Prevent and/or Detect Unauthorized Access
Report Hazardous Conditions
Respond to Emergencies
Receive and Store Lost and Found Items
Control, Issue, and Store Keys
Provide Traffic Control
Fly the United States Flag
Provide Testimony in Official Legal Proceedings
Assist in Responding to/Controlling Civil Disturbances
Act as Primary Security Response (In outlying locations)

3. Specific duties and responsibilities associated with each post will be described in the Officer's Duty Book.

D. Work Scheduling Procedures

1. The Contractor shall be responsible for scheduling all work and notifying guards of their work schedules in a manner consistent with effective contract management. When requested by the CO or COR, the Contractor shall furnish a copy of the most current schedule to the Government.

2. All guards shall be in the proper uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full

uniform until the end of their full tour of duty.

E. Recording Presence

1. The Contractor's employees shall sign in when reporting for work, and shall sign out when leaving, on a GSA Form 139, Contract Guard Duty Register. Contract employees who patrol between buildings shall sign in and out at each building visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Relief guards shall sign in and out at each post visited.
2. Each successively lower line on GSA Forms 139 must be completed in chronological order, without exception. Lines may not be left blank among signatures in any period. Should an entire line be used to enter a calendar date for separating individual workdays, a one-line limit for each such date entry will be followed.
3. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the next line, immediately below or following on subsequent sheet's lines containing such errors, shall be used to record all information for every column in the correct manner. The contract employee shall draw a single line through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each GSA Form 139 containing erroneous entries for the purpose of correlating all mistakes made with the applicable valid lines of information, and for describing the reasons behind those mistakes. Payment of invoices is based on the above procedures.
4. ~~The Contractor shall not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COR. All such forms will be collected by the COR. If the Contractor removes the GSA Forms 139's without authorization from the post, payment may not be made until all of the original GSA 139's are received by the COR. Cases in which the GSA Forms 139 are held by the Contractor for 10 or more calendar days after being requested by the CO or COR,, may be referred to the Government's Inspector General for investigation.~~
5. The CO or COR may require that the Contractor store the GSA Forms 139 at a location convenient to the COR and the Contractor.

F. Reporting Man-hours Provided

1. The Contractor shall submit to the COR, by no later than five (5) working days after the last working day of each previous month, an Excel spreadsheet, or other approved form/spreadsheet, that details the actual work hours performed for each post during the month versus what was required by the task order. The Government shall pay only for services actually rendered by the Contractor.
2. The report shall be certified by the Contractor as to its accuracy. The Contractor's Contract Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.
3. This report will be used by the Government to verify compliance with the man-hour requirements of the contract; however, the Government reserves the right to use other methods to verify work actually performed (e.g., audits of Forms 139, Inspection Reports, Offense/Incident Reports, etc.) during the month.

G. Relief and Breaks

The Contractor is responsible for complying with all applicable federal, state and local laws regarding employee breaks and relief. Posts specifically described as "roving patrol" do not require replacement personnel when breaks are required. Except for emergencies, supervisors scheduled to perform supervisory duties may not provide relief for productive employees.

H. Limitation on Man-hours to be Provided by Individual Employees

1. No productive guard shall provide more than twelve (12) hours of service on one or more contracts/task orders administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
2. The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. The Contractor's estimated overtime costs must be factored into the proposed prices, as they will not otherwise be paid for by the Government after award of the task order.
3. The limitation on hours may be verbally waived by the COR in emergency situations which are beyond the control of the Contractor (e.g., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).
4. The Government has the authority to assess deductions from task order payments for all hours where guards exceed the 12 hour on-duty

limitation. For each hour or part thereof where a guard works over 12 hours without prior approval by the COR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See Section G for further information on deductions.

05. SERVICES REQUIRED – CONTRACT MANAGER AND SUPERVISORS

A. Contract Managers (3)

1. Due to the wide geographic area covered by this contract, the Contractor shall provide three (3) experienced Contract Managers (CM) who shall have complete authority to act for the Contractor during the term of the task order. A Contract Manager shall be physically located in each of the following cities:

Pittsburgh, PA
Wilkes Barre, PA
Harrisburg, PA

2. Each Contract Manager shall have responsibility and authority for the work locations within the geographic territory of his or her assigned city as delineated in the approved management plan.

3. The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the term of the task order or any other guard contract/task order administered by FPS. The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor. The CM shall have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements. The CM must completely understand the operational requirements of this task order, including:

- Functions of both the productive and supervisory staff
- Location(s) of service for which they have authority and responsibility
- Method of operation and equipment required at each post
- Contents of general and specific post orders
- Submission requirements of the monthly FPS CERTS spreadsheet
- Access to file cabinets with complete files of the employees working in his or her geographical area of responsibility

4. Each CM shall conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.

5. The Contractor shall assign each CM a computer for use under this task order. The Contractor shall be equipped with software, including e-mail, that is capable of communicating with the Government's computer. (For informational purposes, at the time of solicitation FPS is using Microsoft Office.)

4. This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task contracts or subcontracts of various types and complexity. As a minimum qualification for assignment to this contract, each CM must have at least three year's experience in successfully managing a project of similar size and complexity.

5. Each CM shall be available on site in person during normal working hours (8:00 a.m. to 4:30 p.m.) within 1 hour of request of the CO or COR to discuss problem areas. After normal duty hours or on weekends and holidays, each CM shall be available within two (2) hours.

6. The Contractor shall provide to the CO and COR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of each CM by the date of the first meeting after award of the task order. Additionally, the Contractor shall submit to the CO a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that each proposed CM meets the requirements listed above. If each proposed CM does not meet the requirements listed above, the Contractor shall attach a written waiver request which will cite both the areas where the CM in question does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard contract of the size and scope described in this contract. The CO or COR must approve the proposed CM prior to his/her assignment under this contract.

7. The Contractor shall factor all costs associated with providing the required CMs into their proposed prices (e.g., as overhead/G&A), as they will not otherwise be paid for by the Government.

8. Replacement CMs shall possess qualifications equal to or higher than those of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO or the COR prior to reporting for duty under the task order. It is the responsibility of the Contractor to submit to the Government a suitable replacement. If the Government does not approve the replacement CM, then the Contractor must submit other candidates for the Government's review and approval.

9. For each of the three CMs the contractor shall provide at its own expense office space that:

- Is suitable for professional security guard company usage
- Is commercial and non-residential space
- Is large enough to house all CM office furniture needs, including employee folder file cabinets and related materials and a large table suitable for conducting folder inspections and meetings with several FPS officials/inspectors (approx. 600 square feet).
- Has convenient access to restroom facilities
- Is located within 10 miles of its corresponding downtown area in the cities of Wilkes Barre, Harrisburg and Pittsburgh, PA
- Has company signage with logo prominently displayed for visitors and employees.

B. Supervisors

1. Supervisors are uniformed individuals who have authority to act for the Contractor on a day-to-day basis at the work site.

2. Supervisors shall not simultaneously perform the duties of supervisor and productive guard. Supervisors shall not provide required relief breaks to productive guards at any time while they are acting in a supervisory capacity.

3. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Supervisor(s) by the date of the first meeting after award of the task order. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COR by the time of the first meeting after award of the task order. The proposed supervisor(s) must have the approval of the CO or COR prior working under the task order.

4. Supervisors shall ensure that productive guards:

- Are properly trained;

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- Perform all duties as specified in accordance with the Contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;
- Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;
- Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
- Possess and display a valid certification card and CPR card at all times while on duty; and
- Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.

5. The Contractor shall provide, at a minimum, the level of supervision stipulated in their management plan. All supervisors shall be required to sign in on a GSA Form 139 log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs may be used by the Government to ascertain the level of supervision being provided to the guards working under the task order.

6. Replacement Supervisors shall possess qualifications equal to or higher than those of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COR for approval before the replacement personnel report for duty under this contract.

6. SERVICES REQUIRED – RESERVE GUARD FORCE

A. The Contractor shall maintain a reserve guard force of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled employee absences (e.g., due to illness, vacation, or personal emergencies) and natural disasters and other emergencies requiring a surge in the size of the required staffing. All reserve guards must meet the minimum qualification standards for their assigned position as required in this contract before working any post under the task order.

B. The Contractor shall ascertain how this reserve guard force shall be acquired and maintained. The Contractor should factor the costs for maintaining a reserve guard force into the proposed prices, as they will not otherwise be paid for by the Government after award of the task order.

7. REGULATIONS, HANDBOOKS, AND OTHER APPLICABLE DOCUMENTS

FPS Regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below. Supplementary regulations which are provided to the Contractor by the CO or their authorized representative shall also be in effect and will be incorporated by modification into the task order.

Officer's Duty Book. An Officer's Duty Book shall be furnished by the COR and maintained at the central control point and shall contain complete duty instructions for emergency procedures. A separate loose-leaf binder shall be furnished by the COR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post. The Officer's Duty Book shall not be left unattended in public view, and it shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COR.

Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3). These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.

Federal Protective Service Policy Handbook (PBS P 5930.17c). This GSA handbook contains the basic procedures and forms to be used during the course of the Contract. Applicable chapters will be supplied to the Contractor by the COR at the initial meeting after contract award. This information must be read by all guards and supervisors in order for them to understand the role they play in FPS law enforcement and security operations.

Contract Guard Information Manual (CGIM). This handbook contains the information all guards and supervisors must read and be familiar with prior to assuming duties under the task order. The written examination which all guards must take will be based entirely upon this manual. The Contractor will be provided a CD-Rom, or other electronic, version of the CGIM after award of the contract. The contractor must provide a legible, securely bound copy of the CGIM to all uniformed employees upon beginning the basic training course and refresher training course as described in paragraph 10 below. The Contractor is responsible for all costs associated with printing and binding the CGIM for their employees.

08. EQUIPMENT, UNIFORMS AND MATERIALS

A. Use, Accountability, and Care of Government Furnished Property

1. The following supplies, materials, equipment, and facilities/office space, will be furnished by the Government:
 - a. Electrical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, and closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COR.
 - b. Repair and maintenance of equipment in item (a) above.
 - c. Officer's Duty Book, including all inserted information required. The COR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
 - d. Telephones deemed necessary by the Government for the conduct of official business under the task order. The Contractor shall maintain a log, provided by the Government, of all calls placed on these telephones. See Exhibit 16.
 - e. Guard office, locker space, locker and office equipment, excluding office machines (as available and deemed necessary by the Government).
 - f. All Government administrative forms prescribed for use by Contractor employees under the task order.
 - g. Classroom for on-site training of personnel employed by the Contractor, for the purpose of their understanding and operating all fire alarm systems, security systems, security equipment or devices, and emergency operations procedures (as available and deemed necessary by the Government).
 - h. Building utilities and services will be afforded the Contractor in accordance with established FPS operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
 - i. WEB Contract Guard Employment Requirements Tracking System (CERT)
 - (1) The CERT Log is used by FPS personnel to input security officer information into a national data base. It is imperative that the information is correct and current.

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(2) The FPS CERT log computer program (Microsoft Excel format) will be provided to the Contractor after award and shall be used by the Contractor to document the fact that their personnel are certified as outlined in the contract. The dates listed on the CERT log must match the paperwork in the Contractor employee's folder. The CERT log shall be updated monthly by the Contractor and forwarded to the local FPS representative via e-mail.

(3) The CERT log will be used as part of the FPS inspection program and will be reviewed on a monthly basis with the Contractor.

(4) In conjunction with the CERT log, the Contractor shall organize the employees' information folders in accordance with the format outlined in Exhibit 17, Employee Folder Certification Layout.

2. All property furnished by the Government under the task order shall remain the property of the Government. Upon termination or conclusion of the task order, the Contractor shall render an accounting of all such property that has come into their possession during the course of the task order. All equipment issued by FPS to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.

3. Any property furnished by the Government to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the task order and may face further penalties as deemed necessary by the Government.

4. Loss or damage to Government-furnished property shall be identified to the COR by the Contractor as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform semi-annual inventories of all Government-furnished property, using a GSA Form 1025 or other approved Government form/format. The Contractor's inventory requirements shall be reported in writing to the COR within 15 days of the

date the COR selects for the inventory.

5. Government property shall be used only for official Government business in the performance of this task order. Government property shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

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

7. If the work under the task order requires that the Contractor's employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for its own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in contractual actions being taken, including termination for default. Additionally, the Government may pursue any and all legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

8. The Contractor shall be responsible for reporting to the COR the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within 24 hours of detection of the malfunction. The malfunctioning equipment shall also be reported to the Control Center/Mega Center Operator.

B. Identification/Building Pass

When a controlled personnel identification system is used by a tenant agency at a site where the Contractor's employees are assigned for duty, the tenant agency will provide the employees with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the task order, whichever comes first.

C. Use, Accountability, and Care of Contractor Furnished Property

1. The Contractor shall furnish and maintain in acceptable condition, at no cost to contract employees, all items of uniform and equipment necessary to perform work required by the task order, as discussed in the following paragraph. The Contractor is solely responsible for the quality

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supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected and test fired by the Contractor prior to issuance to guards. The Contractor must fire a minimum of 36 rounds through each weapon to ensure they are in sound condition prior to issuing the weapon. Contractors may be required to submit proof that the firearms being issued are not used or refurbished and have been test fired as described above.

b. The Contractor's employees shall inspect their assigned firearms at the commencement of each tour of duty. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning 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.

c. The Contractor must be accountable at all times for firearms used on the task order. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning of each shift. The COR will provide an ample supply of the Form 1051.

d. The Contractor shall provide to the COR prior to the task order start date a list of serial numbers of all firearms that will be used or stored on the premises. The list shall be kept current; the Contractor must document and forward any changes to the COR within one (1) week of the change.

e. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS Control Center immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a preliminary detailed report, GSA Form 3155, to the COR within eight hours of the incident, including the date and time of the incident along with the serial number for the replacement weapon.

f. Ammunition for authorized firearms shall be provided by the Contractor. Each armed guard shall be issued 18 rounds of 125 grain +P jacketed hollow point type ammunition upon entering duty. Six rounds shall be loaded into the revolver and the remaining 12 rounds shall be contained in two speed-loaders.

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and performance of all Contractor-provided equipment used in performance of this task order.

2. Communications Equipment

a. The Contractor shall provide communications equipment which will enable him to be contacted on a 24 hour basis (See Exhibit 2, Communications Equipment).

b. The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of any radio equipment over FPS approved frequencies. A copy of all such permits shall be delivered to the COR upon request prior to the utilization of designated frequencies.

3. Motorized/Mobile Patrol Equipment

a. See Exhibit 3, Patrol Vehicle Requirements. Vehicles shall be in good operating condition at all times. All costs for the operation and maintenance of vehicle(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 first-aid kit and dry chemical fire extinguisher, properly mounted.

b. In the event a patrol vehicle is temporarily inoperable (due to maintenance work, etc.), the Contractor shall provide an equivalent, fully operational substitute vehicle. The COR is responsible for ensuring the vehicle(s) furnished under the task order comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the CO will make the final decision. Additional patrol equipment not specifically identified in the task order shall not be used unless approved by the COR. See Exhibit 3, Patrol Vehicle Requirements.

4. Firearms and Ammunition

a. Firearms shall be furnished by the Contractor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the contractor. Personal weapons shall not be used. The firearms shall be .38 caliber, double action, six (6) shot police service type revolvers with a heavy duty 4" barrel capable of handling +P rounds, a fixed front sight, and a fixed or adjustable rear sight. Appropriate and ample

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g. The Contractor shall provide a secure firearms cabinet or safe to be placed at each site of performance for storage of Contractor-provided firearms. Additional cartridges of ammunition shall be provided, stored, and secured on-site by the Contractor to accommodate emergencies and to be available in the event additional services are ordered. Note: Not all locations will allow storage facilities for firearms. At these locations the contractor must make arrangements to have the guards take the firearms to another location for proper storage.

5. Uniforms

a. The Contractor's guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be readily distinguishable from those of local and state law enforcement agencies and from those of Federal Protective Officers. All guards performing under this task order shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

b. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.

c. The type of uniform to be used on this contract will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of contract award. The table below shows the standard required uniform components and the minimum quantities of the components:

REQUIRED ITEM	MINIMUM QUANTITY
Shirt, long sleeve	3
Shirt, short sleeve	3
Trouser, all season weight	3
Necktie (Breakaway)	2
Jacket, winter, patrol type (Reefer style)	1
Jacket, windbreaker	1
Sweater (Pullover)	1
Frame style cap	1
Gloves, winter (pair) - (Color to match accessories)	1
Pistol belt without shoulder strap (Sam Browne)	1

Level II retention holster, firearm (slide on belt type), left/right as required (armed guards/supervisors only)	1
Double pouch speed loader case (armed guards only)	1
Speed –loaders	2
Duty Belt “Keepers”	4
Expandable Police Baton (with holder) (24" maximum)	1
Handcuffs (Smith & Wesson or equivalent) (pair) and keys	1
Handcuff case	1
Key strap with flap (if needed)	1
Insignia, shoulder patch (each shirt and jacket)	7
Whistle, with chain attachment (metal)	1
White (non-supervisory), Gold (supervisory) metal cap ornament	1
Nameplate, 3-1/2" x 3/4", with black or blue 1/2" lettering On Gold metal (initial and last name)	2

d. Long sleeve shirts shall be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COR; however, all guards on any one shift must be in the same uniform with the same sleeve length.

e. Shoes shall be low quarter or high topped boot with police or plain toe and standard heel. The color of the shoe shall match the color of equipment accessories. The Contractor is not required to provide shoes but must insure that the employees working are dressed in accordance with the contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COR.

f. Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for Federal Protective Officers. The color of uniform accessories and equipment shall be standard black or brown, as may be appropriate to match the uniform. All guards shall wear the same color and style or type of uniform accessories and equipment.

6. Supplementary Equipment

a. Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:

- A notebook and pen.
 - A standard police-type flashlight with a minimum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are in serviceable condition.
 - Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) may be used as appropriate for operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.
- b. Guards shall not possess any unauthorized supplemental or personal equipment, such as privately-owned (e.g., equipment not issued by the Contractor or required by the contract) firearms, knives, "come-alongs", personal cell phones or other such nonstandard items. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the task order.

09. QUALIFICATIONS OF PERSONNEL

A. General Qualifications

1. All of the Contractor's employees shall behave courteously and professionally toward all persons encountered in the performance of their duties, including FPS employees, building tenants, and the general public. The CO and/or COR may require retraining, suspension, or dismissal of any Contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with the task order.
2. To be eligible to perform under this task order, all uniformed guards must meet, to the satisfaction of the COR, the following requirements:
 - a. Be a citizen of the United States of America. The COR may allow legal resident aliens with proper federal work permits to work under the task order upon the Contractor's request. Under no circumstances will resident aliens lacking valid federal work permits be allowed to work under this task order.
 - b. Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the

physical demands of the job and must be capable of responding to emergency situations without special accommodations by the Government.

Note: The COR may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

c. Be a high school graduate. Substantiating documents must be in the form of a high school diploma, GED equivalency certificate, official transcript or letter from the high school principal or his authorized representative. DD Forms 214 are not recognized as a valid proof of education.

d. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but under no circumstances shall the Contractor permit a guard who does not have a good command of the English language to work under this task order.

e. Meet *one* of the following experience/education requirements:

- (1) Three years of security experience within the past five years; or
- (2) An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; or
- (3) Three years of military or National Guard (active duty or reserve) experience; or
- (4) Successful completion of Police Officer's Standard Training (POST) course; or
- (5) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees successfully working under the previous incumbent contract/task order who do not meet the above experience/education requirements will be eligible to continue working under the task order. In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior contract/task order.

B. Special Requirements for Supervisors

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Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The CO shall have the sole discretion to accept such an alternative. The COR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. The Contractor shall complete and submit a Key Personnel Resume (Exhibit 12) for each proposed supervisor to the COR.

C. Medical and Physical Qualifications

The Contractor is responsible for ensuring that all uniformed employees working under the contract meet the medical requirements described below. FPS will not grant any waivers of the medical standards. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that he/she has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense. The Contractor, not FPS, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act (29 U.S.C. 791 et seq.).

D. Essential Job Functions

1. The Contractor shall ensure that all uniformed employees assigned to work under the contract/ task order are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees, both current and prospective, are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that he/she has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation, if any, to provide, at its own expense. The Contractor, not FPS, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.

2. Following are the essential job functions for uniformed employees working under the contract:

a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.

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

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

d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.

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

g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and

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

E. Medical Examinations

1. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical

examination. Examinations shall be administered by a licensed physician and documented on a Standard Form 78 (SF 78). The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the contract. All guards (productive and supervisory) must meet the health certification requirements listed in Exhibit 10.

2. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. If an employee of the Contractor claims that he/she has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The CO or COR will review all medical documentation to ensure that it is complete and in compliance with the contract. No guard shall be permitted to work under the contract until the certificate and medical documentation has been reviewed and approved for compliance with the contract by the CO or COR.

3. The following two conditions are automatically disqualifying, and the Government will not permit any individual with any of these conditions to work under the contract:

- Complete loss of vision in one eye; or
- Complete loss of hearing in one ear

4. The Medical Standards section below discusses all other medical standards prospective employees must meet. If the examining physician finds a disqualifying factor during the examination, the physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance of the essential job functions required under the contract. If the physician's diagnosis or the accompanying medical documentation is unclear, it is the Contractor's responsibility to obtain supplemental documentation, such as an opinion from another doctor or specialist, medical records, etc., at its own expense.

5. Medical examinations are valid for a period of three (3) years from the date of issuance. The Contractor must ensure that the employee receives a new medical examination prior to the expiration date of the current examination. The same medical standards shall apply regardless of whether the individual being examined is a prospective or incumbent employee.

F. Medical Standards

1. All uniformed guards must meet the following medical standards:
 - a. Vision: Individual must have binocular vision and must not test less than 20/20 as measured with both eyes viewing. Corrected visual acuity must be 20/200 or better in the worst eye. Visual fields must be full with good peripheral vision. Any disease or condition that interferes with the individual's vision, including abnormal color vision with severe color deficiency, is a disqualifying factor.
 - b. Hearing: In the frequency range from 500 – 2,000 hertz (Hz), the deficit cannot exceed 30 decibels in either ear. At 3,000 Hz the deficit cannot exceed 40 decibels in either ear. Any disease or condition that interferes with the individual's ability to hear or equilibrium is a disqualifying factor.
 - c. Head, Nose, Mouth, Throat, and Neck: Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak or breathe is a disqualifying factor.
 - d. Cardiovascular System: Any disease or condition which interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
 - e. Chest and Respiratory System: Individual must have a healthy respiratory system. Any disease or condition which interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
 - f. Gastrointestinal System: Individual must have a healthy gastrointestinal tract. Any disease or condition which interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor.
 - g. Genitourinary System: Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
 - h. Endocrine and Metabolic Systems: Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.

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

 - j. **Hematology System:** Any hematological condition that adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor.

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

 - l. **Psychiatric Disorders:** Any disorder which affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.

 - m. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
2. Upon the submission of a medical certificate from a licensed physician stating that an employee will not shave because of a skin disorder, he may wear a beard provided that the beard hairs are trimmed symmetrically and do not protrude more than 1/2-inch from the skin surface. The permission to be unshaven is granted only for the duration of the skin disorder. Therefore, the physician's certificate must be updated every 90 days, unless the physician certifies that the skin disorder may last longer than 90 days.
3. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.

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

G. Illegal Drug Screening

1. Pre-Employment Screening

- a. As part of the medical examination, all uniformed guards must submit to an initial urine drug screening that tests 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

- b. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at:

www.health.org/workplace or at: <http://wmcare.samhsa.gov>.¹

The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at:

www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>;

This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

¹ The cutoff level for Opiate metabolites listed in the internet-ready guidelines is 300; however, that number has been revised by SAMHSA and the new cutoff level is shown in paragraph A above.

c. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this task order, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the task order will be modified to permit the use of those methods.

d. The presence of a non-negative² reading shall automatically disqualify an applicant from working under this or any other FPS security guard services contract/task order. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.

e. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each contract employee. All costs must be factored into the proposed prices. This requirement applies to both new hires and current employees of the incumbent Contractor, should the incumbent Contractor be awarded a task order for these services.

2. Government Requested Screening

a. The CO or COR shall have the express right to request random urine drug screenings at any time during the term of the task order. Random screenings shall be conducted by the COR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

b. The CO or COR shall have the express right to request urine drug screenings where there is a reasonable cause by the Government to believe that the Contractor's employee(s) may be under the influence of or using illegal substances. Reasonable cause screenings shall be conducted in a similar fashion to random screenings, with the exception that the COR will advise the CM in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CM shall make

² The term "non-negative" is defined by SAMHSA as "the result reported by an HHS-certified laboratory when a specimen is either adulterated, substituted, or contains a drug or drug metabolite." See SAMHSA's guidelines at <http://www.health.org/workplace/manguidelines/draft3.htm>

arrangements for the test to be conducted as soon as possible and no later than one (1) working day of receipt of the written request. The Contractor shall pay the contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

c. Any of the Contractor's employees who undergo either random or reasonable cause urine drug screenings may continue working under the task order until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or for reasonable cause, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening; the Contractor must pay all costs associated with the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the contract employee(s) to take the screening. In the event that the results are non-negative, the Contractor shall immediately remove the employee(s) with the non-negative reading from the task order and immediately inform the COR and CO of the result and the employee's removal from the task order. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the non-negative reading.

d. Any contract employee who undergoes either a random or reasonable cause urine drug screening and tests non-negative for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services task order/contract. Since most drugs are metabolized within a short period of time, the affected contract employee *shall not* be authorized to take additional tests to achieve a negative reading.

H. Security Clearance Requirements

The Security Clearance requirements for this task order are identified in Exhibit 13. Each Contract employee must, at a minimum, complete the FPS suitability adjudication process described in the paragraph below.

1. FPS Suitability Adjudication

a. After award of the task order and prior to any of the Contractor's employees being permitted to work under the task order, the Contractor is responsible for ensuring that their employees receive a formal suitability adjudication by FPS. All the Contractor's

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employees shall receive a formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.

b. Once a prospective employee has applied for a position and has been favorably evaluated by the Contractor (e.g., meets the minimum qualification requirements cited in this contract and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COR the following forms for each employee:

- Two (2) completed original Forms FD-258, "Fingerprint Chart"
- One (1) original FPS Form T176, "Statement of Personal History for Contract and Childcare Personnel"
- One (1) legible, signed and completed copy of the U.S. Department of Justice I-9, "Employee Eligibility Verification" form. The I-9 form is to be completed according to the instructions on the form. Supporting documentation must be attached and forwarded to FPS with the security clearance package.

The COR will furnish an ample supply of these forms to the Contractor immediately after task order award and upon the Contractor's request thereafter. Contractors may use, and are encouraged to use, the local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. Upon receipt of the completed, legible forms, FPS will forward the forms to the FBI for evaluation. FPS will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a FPS contract/task order. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from two (2) week to several months, depending on current FBI processing times. For planning purposes, the Contractor should always assume that the standard processing time is four (4) to six (6) weeks and should plan paperwork submissions accordingly.

NOTE: Illegible or incomplete forms submitted by Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible paperwork to FPS.

c. If FPS finds any of the Contractor's employees to be unsuitable to work under the task order, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the task order, and the Contractor shall in turn *immediately* remove the affected employee from the task order. The suitability determination may be appealed by the guard or the Contractor to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the guard's suitability has been accomplished. Under no circumstances shall any Contractor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service Contract/task order. This requirement also applies to Contractor employees whose unfavorable adjudication is under appeal.

d. Once a favorable adjudication has been made by FPS, the guard is suitable to work under the task order for two (2) years (provided that nothing occurs within the two year period that would render the guard unsuitable for continuing performance under the task order). The Contractor shall immediately notify the COR and the CO in writing of any circumstances that arise or that it becomes aware of that could possibly affect any employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the guard's suitability clearance prior to its expiration. Any guard who is found working at a post after his/her suitability clearance has expired shall be removed from the task order until a new suitability determination is made. The Contractor shall submit a new suitability paperwork package to FPS 30 to 45 days prior to the final adjudication date.

e. For employees cleared through this process while employed under a predecessor Contract (providing the same services), the suitability determination made under the previous Contract will carry over to the task order. The Contractor shall submit new suitability applications upon expiration of the guards' current suitability clearances.

f. The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way

prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

2. Security Clearance Requirements (Classified Contracts or Posts)

a. Security clearances, if required, will be provided by the Department of Defense (DOD), Defense Industrial Clearance Office (DISCO), the Department of Energy (DOE), Nuclear Regulatory Commission (NRC), as appropriate. Where such clearances are required, employees to be assigned to the facility shall be subject to a security check by the Government prior to being allowed to work at the site.

b. This requirement also pertains to officers of the firm, who for any reason, may visit the work site during the term of the contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employees from DISCO, or receives a final clearance from DOE or NRC.

(1) The Government shall notify the Contractor of the security classification of this contract and the elements thereof, and any subsequent revisions in such security classifications, by use of the Security Requirements Checklist (DD Form 254), or other written notification.

(2) The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms, which are to be completed for each contract guard employee performing under the contract, as well as other employees of the firm who may, in the performance of this contract, visit the work site.

(3) The Contractor, and all applicable personnel, shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, final facility clearance requirements subsequent to the official award date, and/or at least five days prior to the task order start-up date.

(4) In all areas requiring a DOD security clearance, the Contractor shall comply with the provisions of the Industrial Security Manual for Safeguarding classified information, including all changes. (This publication may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.) Application forms for DOD personnel security clearances shall be obtained

from DISCO; for DOE clearances from Personnel Security Branch, Office of Safeguards and Security, Department of Energy, Washington, DC 20555. All applicable forms must be completed by each designated employee. The Contractor shall notify the COR, in writing, within five calendar days of receipt of authorization for employees to be assigned to classified areas.

10. TRAINING

A. General Information

1. All uniformed guards must complete the training cited below and pass the required written examination in order to be eligible to work under the task order. Guards who worked under the predecessor contract/task order and who maintain valid certification credentials will not be required to take the training and examination until their existing suitability adjudications expire. Prior to the expiration of their suitability adjudications, those guards must complete the required training and pass the written examination. All newly-hired guards with no prior experience under the predecessor contract/task order or other current FPS security guard service contract/task order must take the following training and pass the written examination prior to working under the task order.
2. All Government-provided training and testing for this task order shall be provided at the following location(s):

[To be determined upon award of task order]

3. The Contractor bears the entire responsibility for scheduling the Government-provided training courses and/or examinations with the Government and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the proposed price, as the Contractor will not otherwise be compensated by the Government for those costs after award of the task order.
4. The CO, COR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements

defined in this task order. The Contractor shall be responsible for providing the CO a copy of the training schedule within 10 days after award of the task order and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 9.

B. Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Exhibits 4, 5, 6, 7, and 8 of this contract, as are required certifications of training for individual employees.

1. Productive Guards

- a. All productive guards working under the task order must take and complete the following training within the time periods specified in the following chart. FPS will provide the Contractor with an electronic (MS Word) version of the Contract Guard Information Manual (CGIM) shortly after award of the task order. The Contractor shall be responsible for printing/photocopying the CGIM for their employees' use, at no cost to the Government or to the employees. The CGIM should be provided to Contractor's employees on or before the first day of their basic training course.

Note: The Government does not intend or require that the CGIM be the sole basis for training. The Contractor shall provide adequate and necessary audio-visual materials, hands-on exercises and demonstrations, additional security literature, training equipment, and all other training materials needed to ensure the guards are effectively trained and capable of performing the duties described in this contract.

TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 Hours		XXX
FPS "orientation" training – not to exceed 8 Hours	XXX	
Magnetometer/X-Ray Training (Applies only to screening posts) – not to exceed 8 hours	XXX	
CPR (yearly) and First Aid (every 3 years) Training and Certification		XXX

Re-certification Training – 40 Hours (Every 2 years)		XXX
Firearms Training – 40 Hours (Armed Guards Only)		XXX
Annual Firearms Re-qualification (Armed Guards only)		XXX
Annual Expandable Baton (Armed Guards only)		XXX

b. Basic training, FPS “orientation” training, Magnetometer/X-Ray training, and basic firearms training are “one time only” courses, meaning that they do not have to be taken again during the task order term once they are successfully completed by the Contractor’s employees. Additionally, training certifications completed under other FPS security guard service contracts/task orders are transferable to the task order, provided that the Contractor can furnish evidence (e.g., a valid, signed certification from the predecessor contractor) that the training was successfully completed during the predecessor Contract. However, the CO shall have the sole discretion to accept or deny proposed training certifications (one situation where this may occur is if a predecessor contract did not contain the same training requirements).

c. Annual firearms re-qualification does not require specific additional training; rather, it involves the contract employee’s ability to pass the Federal Law Enforcement Training Center (FLETC) practical pistol course (See Exhibit 8) with a passing score. The Contractor shall be responsible for ensuring that all employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.

d. Each employee, whether productive or supervisory, must take and complete 40 hours of refresher training within two (2) years of the previous training (basic or refresher) conclusion date. See Exhibit 6 for further information regarding the subject matter to be covered during this training.

e. The Contractor shall provide each armed guard four (4) hours of training annually in use of the expandable baton. This four-hour block of instruction shall include the use of baton and strikes. Armed guards who participate in the 40-hour bi-annual refresher training shall receive the prescribed eight-hour block of instruction in use of baton at that time in lieu of this four-hour training

requirement.

2. Supervisors

a. All uniformed supervisors working under the task order must successfully complete both basic training and supervisory training as shown in the following chart.

TRAINING COURSE AND HOURS.	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 Hours		XXX
FPS Specific training – 8 Hours	XXX	
Magnetometer/X-Ray Training – 8 hours	XXX	
CPR (yearly) and First Aid (every 3 years) Training and Certification		XXX
Re-certification Training – 40 Hours (Every 2 years)		XXX
Supervisory Training – 9 Hours		XXX
Firearms Training – 40 Hours (Armed Guards Only)		XXX
Annual Firearms Requalification (Armed Guards only)		XXX
Annual Expandable Baton (Armed Guards only)		XXX

b. Supervisory training will be based on the Contractor's training materials.

c. No supervisor shall be permitted to work under this task order without having passed the basic training and written examination for basic training, the basic firearms course and qualification (if the supervisor will be armed), and the Government supervisory training.

d. Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and firearms training are "one time only" courses, meaning that they do not have to be taken again during the task order term once they are successfully completed by the Contractor's employees. Training certifications may be transferred from other FPS security guard service contracts/task orders, provided that the Contractor can furnish evidence (e.g., a valid, signed certification)

that the training was successfully completed during the predecessor contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

e. The Contractor shall provide each supervisor four (4) hours of training annually in use of the expandable baton. This four-hour block of instruction shall include the use of baton and strikes. Supervisors who participate in the 40-hour bi-annual refresher training shall receive the prescribed eight-hour block of instruction in use of baton at that time in lieu of this four-hour training requirement.

C. Written Examination

1. Upon the employees' successful completion of the Basic Training and Recertification Training, the Contractor must schedule with FPS an FPS-administered written examination that will test the employees' familiarity with and understanding of the information contained in the most recent version of the CGIM (April 2001 version). The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM (April 2001 version). The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

2. If an employee does not pass the examination on the first attempt, he/she may re-take the examination; however, the employee will be given only two (2) attempts to pass the exam within a 90 day period after training completion. If the employee fails upon the second attempt, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS contract/task order during that one year waiting period. If an employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS contract/task order during that one year waiting period.

IMPORTANT NOTE: No waivers will be granted regarding the testing policies and procedures stated above.

D. Firearms Training and Qualification

1. The Contractor is responsible for providing 40 hours of firearms training prior to sending their employees to a firing range for the initial range qualification session. Firearms training must be provided by an NRA LE firearms instructor. At least eight (8) but no more than 16 of the 40 hours must be classroom training, with the remaining 24 – 32 hours

being actual training/shooting time on a firing range. For the purposes of this task order, the Government requires that each contract employee who receives firearms training shall fire at least 200 rounds of ammunition during the course of range training. The cost of ammunition should be factored into the Offering price as it will not otherwise be paid for by the Government. The CO will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after award of the task order.

2. Any armed guard who has successfully completed a 40 hour firearms course using a .38 caliber revolver under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate, or a current A-1 or firearms certification). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the employee shall not exempt the employee from the annual range qualification requirements.

3. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using Trans-II targets only. The targets are inexpensive and are widely and readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this task order and should factor the cost of the targets into the proposed prices, as they will not otherwise be paid for by the Government after award of the task order.

4. Annual firearms re-qualification does not require specific additional training; rather, it involves the employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (See Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all armed employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the Offering prices, as they will not otherwise be paid for by the Government after award of the task order.

5. Successful firearms range qualification by the Contractor's employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this contract.

6. An FPS representative will witness the firearms qualification for each employee to ensure that each employee has sufficient knowledge of

firearms safety, handling, and shooting ability. The Contractor shall use the GSA Form 2790, Pistol Qualification Record, to annotate the guards' pistol scores (Exhibit 8B). The Contractor shall be responsible for contacting the COR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS employee will not be deemed acceptable for the purposes of this task order. Unless prior approval is received from the FPS representative, range qualifications shall take place during normal working hours, Monday - Friday.

7. The Contractor must provide the necessary weapons and ammunition for training and qualifications. The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to the FPS Training Center, if a FPS Training Center is used to conduct range qualifications. All Contractor-provided weapons used for range qualifications shall be inspected and approved by an authorized FPS Range Master prior to use on any Government firing range. Ammunition used for firearms qualifications on a Government firing range shall be provided by the Government. No Contractor employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the Federal Protective Services Division, Testing and Firearms Qualifications Center (See Exhibit 8).

8. Contract employees will be permitted no more than two attempts at qualification on a given day. Contract employees failing to qualify in their first two attempts (either two attempts in one day or one attempt on two different days) must wait a minimum of 30 calendar days after the date of their most recent attempt before being allowed to reschedule their qualification. This 30 day period should be used to practice their firearm skills and improve their qualification score. If a Contract employee fails to qualify after four attempts (2 failed attempts; minimum 30 day break; 2 additional failed attempts) the Contract employee must wait a minimum of 6 months from the date of their most recent failure before they will be allowed to reschedule another qualification date. Once again the Contract employee should use this period to practice and improve their score. Any further failures to qualify will result in additional 6 month intervals between qualification rescheduling dates. The Contractor should assist the Contract employee by providing any and all training and range time necessary to ensure that their employees can pass the practical pistol course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the practical pistol course. Under no circumstances will the Government permit any guard who has not re-qualified within one year of his previous

qualification to work as an armed guard under this contract. . A guard that does not pass any re-qualification test will also not be allowed to work as an armed guard. They may work at an unarmed post until they have re-qualified. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable their employees to annually re-qualify on the practical pistol course.

E. Minimum Age for Firearms Licensing

1. Notwithstanding the minimum age requirement cited in paragraph 9 above, the Contractor must follow Federal, state and/or local licensing requirements for their employees. In most areas the minimum age requirement for armed guard personnel is twenty-one (21) years of age.
2. In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over this task order.

F. FPS-Specific Training

1. All of the Contractor's employees must receive FPS-specific training no later than 45 days after favorable preliminary adjudication. However, FPS-specific training pertaining to magnetometers and x-ray training must be completed prior to the employee's working a magnetometer or x-ray post. The training will be provided by FPS employees at a Government site. The site(s) and date(s) of the training session(s) will be scheduled by the COR and the Contractor after the award of the task order and prior to the start date of the task order. The subjects that will be covered by the training include:

- General information and special orders for the facilities to be protected under the task order;
- Operational procedures for security systems and security equipment used in the protected premises; and
- Emergency operational procedures for security systems on the Occupant - -Emergency Plan for the location(s) to be protected.

2. Each employee must be familiar with all general requirements for a specific facility before being assigned to it.

(See Exhibit 7 for the complete syllabus on the FPS-specific Government provided training.)

3. Guards and uniformed supervisors who worked under the predecessor Contract/task order may be exempt from this training, provided the

Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

G. Government-Provided Magnetometer/X-Ray Training

1. All of the Contractor's employees who will be assigned to work on posts that contain screening equipment (e.g., magnetometers and/or X-Rays) shall receive up to 8 hours of Government-provided training on the use and handling of the security equipment. This training will be provided at the following locations:

[To be determined upon award of task order]

2. Upon completion of this training, the FPS Training Representative will issue each employee a certificate of training completion. The Contractor shall file each certificate in each employee's personnel file.

3. Guards and uniformed supervisors who worked under the predecessor contract/task order may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

H. CPR/First Aid Training

1. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this contract order. CPR training and certification shall be valid for a period of one (1) year. Upon the one-year expiration of the CPR certification, each employee must become re-certified. This includes any guards that are certified instructors whose certifications may be valid for more than one year. Recertification training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. While expressing no preference for a CPR training provider, the Government requires that each CPR course MUST provide practical training (e.g. on "dummies") on resuscitation techniques. If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

2. First Aid training and certification shall be valid for a period of three (3) years. Upon the three-year expiration of the First Aid certification, each

employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.

3. Guards or uniformed supervisors who possess valid CPR and/or First Aid credentials will not be required to re-take the training until one year has passed for CPR or 3 years have passed for First Aid.

4. No employee shall be permitted to work under this task order without valid CPR or First Aid certification credentials. Those employees who work with expired credentials will be immediately removed from the task order upon discovery of the expired credentials, and they will not be eligible to work until they are certified.

5. Under no circumstances whatsoever shall the Contractor require any employee to incur the expense of CPR or First Aid training/certification without providing full remuneration to the employee within fifteen (15) days of the employee's completion of the course. The CO shall report violations of this requirement to DOL for investigation and may take contractual action as deemed appropriate.

I. Recertification/Refresher Training

Any guards that carry over from the previous contract that have not had refresher training within the past two years must receive 40 hours of refresher training within 90 calendar days of the start date of the task order (See Exhibit 6).

Guards that have had the training within the past two years will be required to complete 40 hours of refresher training at the two-year expiration date of the current certification.

J. Other Special Training

1. In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided to the Contractor at such time as the requirement arises.

2. The Contractor will be required to schedule the training, to provide remuneration to all guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned with qualified, FPS-certified contract guards while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training if and when training is required.

K. Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection (Paragraph 10).

L. Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the Federal Protective Service Training Center at the address below:

[To be determined upon award of task order]

NOTE: Government training may not be scheduled until after award of the task order.

L. Government Provided Training - Failure to Attend

1. The Contractor must ensure that their employees attend all scheduled training and examination/qualification sessions. Employee absences at scheduled training sessions have an extremely adverse effect on FPS's security guard program.
2. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.
3. An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 24 hours' advance notice or an acceptable excuse. Acceptable excuses are medical emergencies of the guard and the guard's immediate family (spouse, children, parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability.
4. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 24 hours' advance notice or an acceptable excuse.
5. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the FPS Training Center as soon as possible. FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Emergencies that are unacceptable may result in the employee being placed under an unexcused absence situation.
6. The FPS Training Bureau shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the guard's failure to attend will be deducted from the Contractor's next monthly payment.

Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the contract may be seriously delayed by the unexcused absence(s).

M. Training Waivers

1. In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the CO 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 employee, not to exceed 120 calendar days. Under no circumstances may the Contractor schedule or permit any employee to work under a temporary waiver without the CO's written consent of the waiver request. If the CO 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 employee(s) from the task order until such time as the requirements are successfully completed.
2. Under no circumstances will the CO permanently waive the training and testing requirements as described in this contract for any employee of the Contractor.

11. QUALITY CONTROL

A. Contractor-Provided Quality Control Plan

1. Adequate and consistent quality control by the Contractor is an essential component of successful performance. The Contractor shall develop and adhere to a Quality Control Program which will be accepted by the Government upon award of the task order. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
 - a. A description of the type, level, and frequency of inspections that will be performed by the Contractor's Quality Control Monitors (not routine inspections performed by Supervisors as part of their normal supervisory duties).

b. Quality Control Inspection Check Lists used to conduct inspections that include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with GSA Form 139 sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.

c. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when either superior or deficient performance is noted by the Contractor's Quality Control Monitors or by the Government.

d. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this task order.

2. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire term of the task order. Follow-up reports shall be prepared and maintained in the above manner.

3. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance. While the Contractor may perform more inspections than are stipulated in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.

4. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the COR for approval prior to their performing any inspections under the task order. All changes in appointments shall require the same approval.

5. The Contractor shall maintain a file of all inspection reports related to the task order and shall make those reports available to the CO or COR upon request. The CO or COR may also request a copy of each inspection report to be forwarded at the time it is prepared or on a weekly/monthly/quarterly basis. The Contractor shall brief the COR of any serious problems or deficiencies noted during an inspection and shall inform the COR of all actions taken or planned to resolve the problem.

6. If the Contractor's performance indicates that additional quality control measures must be taken to ensure satisfactory performance of required services, the CO and COR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. In cases where performance is not acceptable, the CO may request that the Contractor take additional steps to improve both the overall performance on the task order and adherence to their Quality Control Plan, at no additional cost to the Government. The Government will not pay for services that are not acceptable.

7. The Contractor's adherence to their stated Quality Control Plan shall be considered by the Government during quarterly performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government, up to and including termination for cause.

B. Government-Provided Quality Assurance

1. The Contractor has the primary responsibility for ensuring that all services provided conform to the contract's requirements. However, due to the nature of the services required, the Government will take an active role in verifying the Contractor's performance under this task order.

2. People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to FPS. FPS will follow up as is appropriate with each such report. If appropriate, FPS will then advise the Contractor of the commendations or complaints received.

3. FPS works in partnership with client Federal agencies who reimburse FPS for contracted services. The staff and management of these Federal agencies will be supplementing FPS's own inspection and monitoring program with formal and informal observations and reports.

4. The Government may use any and all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the guards' actions; and surveys of building tenants regarding the guards' performance (including the guards' professionalism, courtesy, and knowledge of their assigned duties). Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by FPS's customer surveys and other agency reviews of the Contractor's performance.

5. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during an inspection/quality control exercise, the CO and/or COR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

12. STANDARDS OF CONDUCT

The Contractor shall be responsible for his employees' performance and for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.

- A.** Employee competency is defined as employing individuals who have relevant verifiable security experience, and complete knowledge of their current assignment.
- B.** Contractor employees are expected to adhere to their employer's and FPS recognized Standards of Conduct. Each Contractor employee must be held accountable for his/her actions, recognizing that commission or omission of acts that violate these standards shall be incontestable grounds for disciplinary action, including possible removal from the performance of future work on this task order. In addition, the Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect credit on themselves, their employer and the Federal Government. Disciplinary actions, including removal actions, shall be the responsibility of the Contractor on the date requested by the Government.
- C.** The appearance of each Contractor employee reflects directly on the reputation of the Contractor, and indirectly on the ability of the Federal Protective Service to provide professional security service personnel. The Contractor shall require that each contract employee be well groomed, and in conformance with industry standards of acceptable appearance for professional security employment. These standards shall address personal hygiene, and shall include hairstyle, facial hair, cleanliness, finger- nail length and color.
- D.** Inspection of Contractor employees reporting for duty is the Contractor's responsibility. This inspection must be performed with discretion. The employee must not smell offensively; this would include noxious body odor or the excessive use of colognes or perfume. Male and female employees shall have fingernails of a length that will not impede or interfere in the performance of their duty. (Nail polish, if worn, shall be of a subdued color.)

13. REMOVAL FROM DUTY

A. The Government may request that the Contractor immediately remove any of his employee(s) from the work site(s) upon determination that such individuals were assigned to duty and subsequently have been disqualified either for suitability or security reasons, or who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor shall comply with these requests and provide replacement personnel immediately. Disciplinary actions resulting from non-performance or poor performance shall be handled by the Contractor as stated in Section G. The Government retains the right, however, to permanently remove any employee from service under this task order should that employee's performance so warrant. For clarification, a determination that an employee is unfit for duty may be made for, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

1. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
2. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at their assigned work sites.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the Government.
5. Theft, vandalism, immoral conduct, or any other criminal actions.
6. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
7. Improper use of official authority or credentials.
8. Unauthorized use of communication equipment or Government property.
9. Misuse of weapon(s).

10. Violation of security procedures or regulations.
11. Unauthorized post abandonment that would jeopardize the safety or security of personnel or the facility.
12. Failure to cooperate with Government Officials or local law enforcement authorities during an official investigation.

- B.** The Contracting Officer shall make all determinations regarding the removal of any employee(s) from the work site(s). Specific reasons for removal of an employee(s) shall be provided to the Contractor in writing. The COR may make the determination for a guard to be removed immediately, pending the Contracting Officer's determination.

14. CLOSEOUT

As part of the closeout process, the Contractor shall, within 72 hours of the final day of performance, turn all of the incumbent officer training and security records over to the successor contractor. Failure to do so shall result in a 20% withholding of final payment until this action is accomplished.

Section D – PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Contractor.

02. MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

01. CONTRACTOR'S RESPONSIBILITY

The Contractor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the task order requirements. The results of inspections conducted shall be documented in an inspection report for submission to the Government. The Contractor shall follow through to assure that all Government and Contractor identified defects or omissions of task order requirements are corrected.

02. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer (CO)

1. The CO for the task order is: Daniel Correnti, Federal Protective Service (3PSS), Suite 4200, Mellon Independence Center, 701 Market Street, Philadelphia, PA 19106. The telephone number is (215) 521-2138, and the fax number is (215) 521-2169.
2. The CO has the overall responsibility for the administration of the task order. He alone is authorized to take action on behalf of the Government to amend, modify or deviate from the task order terms and conditions; make final decisions on unsatisfactory performance; terminate the task order for convenience or default; and issue final decisions regarding questions or matters under dispute. He may delegate certain other responsibilities to her authorized representatives.
3. Additional Contracting Officers may be assigned, as needed, after award of the task order.

B. Contracting Officer's Technical Representative (COTR)

1. The COTR for the task order is:

(To be determined upon award of task order)

2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the task order work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and

conditions of the task order; acting as the Government's representative in charge of work at the site(s); ensuring compliance with the task order requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

3. After award of the task order, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR cannot make any decisions regarding the performance of the task order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the task order or part of the COTR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

**03. FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE
(AUG 1996)**

- A.** Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B.** The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires
- C.** The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D.** If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- E.** If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may
1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
 2. Reduce the contract price to reflect the reduced value of the services performed.
- F.** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or
 2. terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

01. PLACE OF PERFORMANCE

All services provided under this task order shall be performed in Federally owned and leased facilities. These facilities may be located throughout the State of Pennsylvania (excluding the following counties: Bucks, Chester, Delaware, Montgomery and Philadelphia).

02. TERM OF CONTRACT

After award the Contractor shall be given notice to proceed and shall provide all contractual services for a (12) month period, subject to the availability of appropriations, (see the Clause FAR52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984), contained in Section I), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about June 1, 2005. Performance periods shall be as follows:

Initial Period:	6/1/05 - 9/30/05
Option 1:	10/1/05 - 9/30/06
Option 2:	10/1/06 - 9/30/07
Option 3:	10/1/07 - 9/30/08
Option 4:	10/1/08 - 9/30/09

03. OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending the term of this task order for four consecutive periods of 12 months each. (Refer to FAR Clause 52.217-9, entitled, "Option to Extend the Term of the Contract," presented in Section I) The terms and conditions contained in the task order shall apply to each option period exercised. Options shall be exercised upon notification (mailed or otherwise furnished) to the Contractor at least 30 calendar days prior to the expiration of the current task order period. The total duration of the task order, including the exercise of any options, shall not exceed five years and six months. The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of the contract.

04. OPTION TO EXTEND SERVICES

If it is determined by the Government that, for administrative, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Government shall have the unilateral option of extending the services of this

task order. Such notice of intent to extend service shall be given to the Contractor in writing at the earliest possible time, but not less than 15 days prior to the task order expiration date (see FAR clause 52.217-8, "Option to Extend Services" contained in, Section I). It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor and that extension of service shall in no event exceed six months. The prices to be paid during the extension period shall be established solely in accordance with FAR clause 52.222-43, "Fair Labor Standards Act and Service Contract Act---Price Adjustment (Multiple Year and Option Contracts)", contained in, Section I.

05. ORDERING SERVICES

A. Basic Services – Basic services will be ordered through award of a task order against GSA Federal Supply Schedule 084. The task order may be modified by the Contracting Officer as requirements change.

B. Temporary Additional Services

1. Funding to cover anticipated use of temporary additional services will be included in the task order at time of award. The Contracting Officer or the COTR may order temporary additional services through written notice to the Contractor. Emergency services rates shall apply as described in Section B, paragraph 04.G.2.
2. The COTR will track the usage of funding for temporary additional services and provide a monthly report to the Contracting Officer of the orders placed and the balance of funds for temporary additional services remaining on the task order. In the event the Contracting Officer makes a determination that additional funding is needed to cover future requirements for such services, the task order will be modified accordingly.
3. In no case shall the COTR order temporary additional services in excess of the funds remaining on the task order.

06. FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work

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stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

01. PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the task order begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this task order. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this task order and for adjustments for deficiencies in the performance of work.

C. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the task order(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed. Submission of false invoices shall be subject to contractual and legal actions.

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-hours required in the task order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction. For example, if the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the following:

(to be provided at time of award)

02. SUBMISSION OF INVOICES

A. Invoices shall be submitted on the first of each month to:

(to be provided at time of award)

B. All contractors are required to register in the Central Contractor Registration (CCR). This can be performed via the internet at <http://www.ccr.gov>.

C. The following instructions shall be followed when preparing and submitting invoices for payment:

1. Include the following required items on the invoices that are submitted for payment:

- a. Name of Contractor
- b. Invoice Date
- c. Government contract number or other authorization for delivery of goods or services
- d. Contractor invoice number and/or other identifying number agreed to by the contract
- e. Description (include for example, contract line item number), price, and quantity of goods and/or services rendered
- f. Shipping and Payment terms (unless mutually agreed that this information is only required in the contract)
- g. Point of Contact (familiar with invoice), title, and telephone number.
- h. Contractor DUNS number
- i. Other documentation or information required by the contract.

2. Invoices are to be mailed or couriered to the appropriate Federal Protective Service (FPS) Regional Office Contracting Officer (C.O.) as indicated above.

D. Invoices shall separately list amounts due for basic and temporary additional services.

03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

1. To compute man-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out forms.
2. In the event the Contractor reports more hours than are reflected on the GSA Form 139, or any other approved Sign-in/Sign-out form, the approved form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

B. Performance Related Adjustments

1. The Government desires not only that the Contractor furnish the amount of service required but also that the service be of the highest level of quality. To promote a superior level of quality, the Contractor's performance shall be evaluated using the following criteria:
 - The consistency with which the Contractor furnishes required staffing at each post of duty
 - The consistency with which Contractor employees report for duty with proper uniforms and equipment, including required weapons and required amounts of ammunition
 - The cleanliness and operating condition of the weapons carried by armed guards while on duty
 - The cleanliness, personal grooming and overall appearance of Contractor employees while on duty
 - The degree to which the Contractor keeps training requirements, certifications and related documentation complete, accurate and current
 - The cleanliness, condition and overall appearance of guard posts
 - The availability, accuracy and posting of required documents at guard posts
 - The frequency with which Contractor employees are observed to be engaged in unauthorized activity at the posts (eating, reading unauthorized material, smoking, etc.)
 - The Contractor employees' level of attentiveness and their demonstrated knowledge of post orders

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3. Three percent (3%) of the price for services shall be contingent upon the quality of Contractor's performance as evaluated using the criteria in paragraph 2 above. This amount is hereby identified as the **"performance incentive."** Following a Government-developed Performance Evaluation Plan (see Exhibit 19), an evaluation panel, comprised of Government officials associated with the contract, shall evaluate the Contractor's performance on a quarterly basis using the criteria set forth above. Based upon this evaluation, the Government shall determine how much of the performance incentive is due the Contractor for the previous three months. Adjustments shall be made in the first payment following the quarterly evaluation. (For performance periods of less than one year, performance evaluations may cover a period of fewer than three months.)

4. The Performance Evaluation Plan shall be unilaterally established by the Government based upon the criteria stated in paragraph 2 above and other supplemental criteria. This plan shall be used for the determination of the amount of performance incentive due the Contractor. The plan may incorporate the input of tenant agency as well as FPS personnel in evaluating the quality of Contractor performance.

5. This performance incentive is in addition to any other remedies available under the task order to address the Contractor's failure to perform at an acceptable level.

C. Contractor Use of GSA Form 139, or Approved Alternate

The Contractor shall maintain, on a daily basis, all applicable GSA Form 139's to document personnel attendance. The original copy must be maintained at a location accessible to the COR or designee. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed GSA Form 139's may not be used for this purpose.)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

01. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State, and local laws in the performance of work under this task order.

02. SECURITY CLEARANCE

The Contractor shall ensure complete compliance with Section C, Paragraph 9.H, (Security Clearance Requirements).

03. CONTRACTOR CHECKLIST OF REPORTING REQUIREMENTS FOR SECURITY SERVICES

TEN (10) DAYS AFTER RECEIPT OF AWARD NOTICE:

Training Plan
Training Schedule

PRIOR TO AN INDIVIDUAL EMPLOYEE'S REPORTING FOR DUTY OR WITHIN FIVE (5) WORKING DAYS BEFORE START DATE OF CONTRACT PERFORMANCE, THE CONTRACTOR SHALL PROVIDE AN EXECUTED CERTIFIED EXHIBIT 8a FOR EACH CONTRACT EMPLOYEE. EACH COMPLETED EXHIBIT 8a MUST ADDRESS THE FOLLOWING INFORMATION:

Standard Form FD258 - FBI Fingerprint Chart.	Picture Identification.
FPS Form T176 Statement of Personal History For Contract and Childcare Personnel	Certificate of current drug test
SF-78-Certificate of Medical Examination.	Proof of Education.
Clearance Identification Card. (If applicable).	First Aid Certification.
Handgun Permit. (Armed Employees).	CPR Certification.
Report of Training Completion. (Contractor).	Clothing Equipment Issue.
Pistol Qualification Record. (Armed Employees).	Supervisor Training (contractor)
Report of Orientation Completion. (Government).	

THREE DAYS AFTER COMPLETION OF TRAINING:

Certificate of Individual Training.

WEEKLY (AS DIRECTED OR REQUIRED BY CONTRACTING OFFICER'S REPRESENTATIVE:

GSA Form 139 - Record of Time of Arrival and Departure. (When required).

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GSA Form 3430 - Building Service Contract Work Report (submitted with GSA-139, one for each post). (When required).

FIVE (5) WEEKS: (and when a change in Work Schedule occurs):
GSA Form 1874. - Work Schedule.

WHEN APPROPRIATE:.....

.....
GSA Form 1103. - Guard Operations Log.
GSA Form 3155. - Preliminary Investigation Report.

UPON REQUEST:.....

GSA Form 1051. - Daily Sign In, Sign Out (Weapon Control Record).

These requirements exist at the time of the solicitation; the Contracting Officer's Representative shall notify the Contractor during the term of the task order of any changes in these requirements.

SECTION I – CONTRACT CLAUSES**SERVICE CONTRACT CLAUSES
(FIXED PRICE)****01. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):**

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

I. CLAUSES INCORPORATED BY REFERENCE:**A. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES:**

	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1.	52.202-1	Definitions	MAY 01
2.	52.203-3	Gratuities	APR 84
3.	52.203-5	Covenant Against Contingent Fees	APR 84
4.	52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 95
5.	52.203-7	Anti-Kickback Procedures	JUL 95
6.	52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JAN 97
7.	52.203-10	Price or Fee Adjustments for Illegal or Improper Activity	JAN 97
8.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 03
9.	52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 00
10.	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 95
<i>(Clauses 11 through 14 apply to contracts awarded via Sealed Bidding.)</i>			
11.	52.214-26	Audit and Records - Sealed Bidding	OCT 97
12.	52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 97
13.	52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding	OCT 97

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	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
14.	52.214-29	Order of Precedence - Sealed Bidding	JAN 86
<i>(Clauses 15 through 23 apply to contracts awarded via Negotiation.)</i>			
15.	52.215-2	Audit and Records - Negotiation	JUN 99
16.	52.215-8	Order of Precedence	OCT 97
17.	52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 97
18.	52.215-12	Subcontractor Cost or Pricing Data	OCT 97
19.	52.215-15	Pension Adjustment and Asset Reversions	DEC 98
20.	52.215-16	Facilities Capital Cost of Money	JUN 03
21.	52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
22.	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions	OCT 97
23.	52.215-19	Notification of Ownership Changes *****	OCT 97
24.	52.219-8	Utilization of Small Business Concerns	OCT 00
25.	52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (<i>Alternate 1 applies to Sealed Bidding</i>)	JAN 02
26.	52.219-16	Liquidated Damages - Subcontracting Plan	JAN 99
27.	52.222-1	Notice to the Government of Labor Disputes	FEB 97
28.	52.222-3	Convict Labor	JUN 03
29.	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 95
30.	52.222-21	Prohibition of Segregated Facilities	FEB 99
31.	52.222-26	Equal Opportunity	APR 02
32.	52.222-36	Affirmative Action for Workers with Disabilities	JUN 98
33.	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 01
34.	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 01

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	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
35.	52.223-3	Hazardous Material Identification and Material Safety Data (Alternate I)	JAN 97
36.	52.223-5	Pollution Prevention & Right-to-Know Information	APR 98
37.	52.223-6	Drug-Free Workplace	MAY 01
38.	52.223-10	Waste Reduction Program	AUG 00
39.	52.223-11	Ozone Depleting Substances	MAY 01
40.	52.223-12	Refrigeration Equipment and Air Conditioners	MAY 95
41.	52.223-13	Certification of Toxic Chemical Release Reporting	JUN 03
42.	52.223-14	Toxic Chemical Release Reporting <i>(Applies to competitively awarded contracts exceeding \$100,000)</i>	AUG 03
43.	52.225-1	Buy American Act-Supplies	JUN 03
44.	52.225-3	Buy American Act-North American Free Trade Agreement-Israeli Trade Act	JUN 03
45.	52.225-5	Trade Agreements	OCT 03
46.	52.225-13	Restrictions on Certain Foreign Purchases	DEC 03
47.	52.227-1	Authorization and Consent	JUL 95
48.	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 96
49.	52.227-3	Patent Indemnity	APR 84
50.	52.228-5	Insurance - Work on a Government Installation	JAN 97
51.	52.229-3	Federal, State and Local Taxes	APR 03
52.	52.229-4	Federal, State and Local Taxes (State and Local Adjustments)	APR 03
53.	52.229-5	Reserved	APR 03
54.	52.230-2	Cost Accounting Standards	APR 98
55.	52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 98
56.	52.230-6	Administration of Cost Accounting Standards	NOV 99
57.	52.232-1 ✓	Payments	APR 84
58.	52.232-8 ✓	Discounts for Prompt Payment	FEB 02
59.	52.232-11	Extras	APR 84
60.	52.232-17	Interest	JUN 96
61.	52.232-23	Assignment of Claims	JAN 86
62.	52.232-25 ✓	Prompt Payment	OCT 03
63.	52.232-33	Payment by Electronic Funds Transfer -Central Contractor Registration	OCT 03

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	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
64.	52.233-1	Disputes JUL 02 Alt I DEC 91	JUL 02
65.	52.233-2	Service of Protest	AUG 96
66.	52.233-3	Protest After Award	AUG 96
67.	52.236-13	Accident Prevention	NOV 91
68.	52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 84
69.	52.242-13	Bankruptcy	JUL 95
70.	52.243-1	Changes - Fixed Price - Alt I	AUG 87
71.	52.246-25	Limitation of Liability - Services	FEB 97
72.	52.248-1	Value Engineering	FEB 00
73.	52.249-4	Termination for the Convenience of the Government (Services) (Short Form)	APR 84
74.	52.249-8	Default (Fixed Price Supply and Service)	APR 84
75.	52.253-1	Computer Generated Forms	JAN 91
76.	52.232-18	Availability of Funds	APR 84
77.	52.232-19	Availability of Funds for the Next Fiscal Year	APR 84

02. Homeland Security Acquisition Regulation Clauses (HSAR)

A. CLAUSES INCORPORATED IN BY REFERENCE

<u>Number</u>	<u>Title</u>
3052.215-70	Key Personnel or Facilities
3052.219-70	Small Business Program Subcontracting Reporting
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility
3052.223-70	Removal or Disposal of Hazardous Substance- Applicable Licenses and Permits
3052.228-70	Insurance
3052.237-71	Information Technology Systems Access for Contractors
3052.242-72	Contracting Officer's Technical Representative
3052.245-70	Government Property Reports

B. CLAUSES INCORPORATED IN FULL TEXT

3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
[DEC 2003]

(a) Prohibitions.

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Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

“Expanded Affiliated Group” means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

“Inverted Domestic Corporation.” A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

“Person”, “domestic”, and “foreign” have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

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(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure.

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(End of Clause)

**03. 3052.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES
(NOVEMBER 2004) (DEVIATION)**

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 USC sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 USC section 552a; and,

(ii) if provided by the government to the Contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites and internet sites.

(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this required is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized

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access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

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04.

SERVICE CONTRACT ACT OF 1965, AS AMENDED
AND
STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

FAR 52.222-41 - SERVICE CONTRACT ACT OF 1965, AS AMENDED
(MAY 1989)

(a) **Definitions.** "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq).

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

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

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

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

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

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting

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

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

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used in on the contract which are listed in the current wage determination, and those specified for the

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corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

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

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

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

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

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

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

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(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 5.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor

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or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

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

(i) For each employee subject to the Act-

(A) Name and address and social security number;

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

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

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

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

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

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

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

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

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

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

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

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

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either

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with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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

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

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

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

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

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

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

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

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

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

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

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

**05. FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (MAY 1989)**

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS

MONETARY WAGE - FRINGE BENEFITS

(see continuation sheet below)

(End of Clause)

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Continuation of clause 52.222-42
STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF BASIC HOURLY RATE AS FRINGE BENEFITS</u>	
Guard 2 (unarmed)	\$ 14.75	Retirement	24.7%
		Health Ins	3.5%
		Life Ins	.5
Guard 2(armed)	\$14.75	Retirement	24.7%
		Health Ins	3.5%
		Life Ins	.5%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

New Year's Day	Independence Day
Veterans Day	Martin Luther King's Birthday
Labor Day	Thanksgiving Day
Washington's Birthday	Columbus Day
Christmas Day	Memorial Day

VACATIONS OR PAID LEAVE AS REQUIRED BY LAW:

- (1) 2 hours of annual leave each week for an employee with less than three years of service.
- (2) 3 hours of annual leave each week for an employee with three but less than 15 years of service.
- (3) 4 hours of annual leave each week for an employee with 15 or more years of service.

WAGE DETERMINATION:

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Invitation for Bid/Request for Proposal must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached collective bargaining agreements.

06. FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination issued under the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206), current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the minimum rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation

insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

07. FAR 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 at least 15 days prior to expiration of the contract.

08. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five and one half years. (End of Clause)

09. FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by

adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

10. FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) *Reporting Requirement.* If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

SECTION J – LIST OF ATTACHMENTS

EXHIBIT 1A	<u>Post Coverage Schedule – (per order)</u>
EXHIBIT 2	<u>Communication Equipment Requirements</u>
EXHIBIT 3A	<u>Patrol Vehicle Requirements – (per order)</u>
EXHIBIT 4	<u>Training Subjects to be Presented to the Contract Guards by the Contractor</u>
EXHIBIT 4A	<u>Contractor's Certification of Basic Training</u>
EXHIBIT 5	<u>Supervisory Training Subjects to be Presented by the Contractor</u>
EXHIBIT 5A	<u>Contractor's Certification of Supervisory Training</u>
EXHIBIT 6	<u>Contractor Provided Recertification Training</u>
EXHIBIT 6A	<u>Contractor's Certification of Recertification Training</u>
EXHIBIT 7	<u>Training Subjects Presented by the Government's COR to Contract Employees</u>
EXHIBIT 7A	<u>Contractor's Certification of Government Provided Training</u>
EXHIBIT 8	<u>Contractor-Provided Firearms Training/Certification Practical Pistol Course</u>
EXHIBIT 8A	<u>Contractor's Certification of Firearms Training</u>
EXHIBIT 8B	GSA FORM 2790, Pistol Qualification Record
EXHIBIT 9	<u>Contractor's Training Schedule and Plan</u>
EXHIBIT 10	<u>Standard Form (SF) 78, Certificate of Medical Examination</u>
EXHIBIT 10A	<u>Medical Standards</u>
EXHIBIT 11	<u>Contractor's Certification of Contract Employee Eligibility Requirements</u>
EXHIBIT 12	<u>Key Personnel Resume</u>
EXHIBIT 13	<u>Security Clearance Requirements</u>
EXHIBIT 14	<u>Sample Start-Up Plan</u>
EXHIBIT 15	Applicable Department of Labor Wage Determination(s)
EXHIBIT 16	Telephone Log
EXHIBIT 17	Employee Folder Certification Layout
EXHIBIT 18	Domestic Violence Certification
EXHIBIT 19	Performance Evaluation Plan
EXHIBIT 20	Past Performance Questionnaire

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Exhibit 1A Post Coverage Schedule

EXHIBIT 2

Communication Equipment Requirements

1. As part of the basic contract services furnished at the prices set forth in the Contractor's pricing proposal, the Contractor shall provide a communications system which enables the Contractor's guards at all locations and at all times to:

- Maintain two-way communications with all other guards at that location
- Communicate with Government officials having oversight at that location
- Communicate with local fire, police and medical emergency personnel
- Maintain communication with the Contractor's Project Manager
- Maintain contact with FPS's Regional Control Center (RCC) (Mega-center).

The Contractor is responsible for the performance and maintenance of the system. If the system proposed by the Contractor does not perform as anticipated, it is the responsibility of the Contractor to remedy that situation to the satisfaction of the Government and at no additional cost to the Government. If the Contractor fails to meet the communication requirements of this section, the Contracting Officer may terminate the task order at no cost to the Government or direct the Contractor to provide a communication system at no additional cost.

2. Equipment: At a minimum, the Contractor shall provide, maintain, and supplement, as may be necessary at the sites identified in the solicitation equipment capable of ensuring proper communication throughout the life of the task order. It is the responsibility of the contractor to ensure that all posts and guards have the ability to communicate with each other and the Mega-center on a regular basis and in times of emergency. The Contractor may also be responsible for providing, at no additional costs to the Government, an additional radio or other means of communications, that can be used for guards to communicate with the tenants of a building.

3. Normal, Emergency and Continuous Communications: All units must have the capability of transmitting and receiving clear and concise vocal transmissions within the area covered under the task order. The Contractor must submit a plan for review and approval in the event of a disaster (natural or man made).

*The Contractor shall provide a listing of phones, radio(s) and associated equipment to be used on this task order to the Contracting Officer's Representative (COTR) prior to the start of this task order. This list must be updated no less than once a month and an updated list provided to the COTR and the Megacenter.

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EXHIBIT 3A
Patrol Vehicle Requirements

(not required)

EXHIBIT 4

Training Subjects to be Presented to the Contract Guards by the Contractor

IMPORTANT NOTE: THE INSTRUCTOR IS STRONGLY ENCOURAGED TO USE THE FPS CONTRACT GUARD INFORMATION MANUAL (CGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

72 Hours³

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	2	Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	2	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security.
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	2	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement guards and the contract guards.

³ The Contractor must present 72 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 72 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a federal facility.

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	2	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using Scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	1	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	1	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	1	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	1	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this task order. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	1	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	1	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government And will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the Importance of the Duty Book.
Post Duties (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	1	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate, or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	1	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	2	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	1	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records and Reports (CHAPTER EIGHT, CGIM)	3	Instructor will lecture on importance of Properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on a FPS contract. Emphasis on tips for effective report writing.

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Special Situations (CHAPTER NINE, CGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	3	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided on the American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	1	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	2	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	2	Instructor will discuss workplace violence; Who commits violent acts and why; guard Response to violent incidents, and tactics For being aware of environments or Situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM) guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.. Emphasis shall be placed upon effective response to civil disturbances.	2	Instructor (s) will discuss and provide field practice in crowd control and will teach the

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE CGIM. FAILURE BY THE INSTRUCTOR TO USE THE CGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE CGIM AS A CORE COMPONENT OF THE TRAINING.

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EXHIBIT 4A

Contractor's Certification of Basic Training

Contract Employee's Name: _____ SSN: _____

I hereby certify that the above-named employee has completed basic training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
BASIC TRAINING	_____	_____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE – READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

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EXHIBIT 5

Supervisory Training Subjects to be Presented by the Contractor

9 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Supervisor's Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a FPS Contract Guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS Contract Requirements	1	Instructor(s) will review basic FPS Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and FPS officials involved in the administration and operation of FPS Contracts. An actual Contract will be discussed so that students will be familiar with all aspects of such Contracts to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	Instructor(s) will discuss various management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.

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EXHIBIT 5, Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Purpose of Discipline	1	Instructor(s) will discuss the purpose of discipline and the use of praise and criticism to encourage and motivate employees. Discussion will focus on the use of criticism with the intention of improving job performance.
Effective Written and Oral Communication	1	Instructor(s) will discuss the problems encountered in both written and oral communication between supervisors and subordinates and methods to improve both. Lecture will include discussion of quantitative directives and the concept of asking while telling. Also included will be information on formal and informal communications and how the effective supervisor can use both to accomplish his/her mission as a first-line supervisor.
Motivating Employees and Problem Solving Methods	1	Instructor(s) will discuss methods used to motivate employees and to improve the performance of those employees who are not performing at acceptable standards. Emphasis will be on early identification of problem employees and methods that may be used to bring poor performance up to acceptable standards. Discussion will include problems related to alcoholism, illegal drug usage, and other related topics.
Scheduling Employees	1	Instructor(s) will discuss scheduling problems and methods to use available personnel effectively to ensure coverage of all posts in a cost-effective manner without using overtime. Included will be several practical "hands on" scheduling exercises.

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EXHIBIT 5A

Contractor's Certification of Supervisory Training

Contract Employee's Name: _____ SSN: _____ - _____ - _____

I hereby certify that the above-named employee has completed supervisory training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
SUPERVISORY TRAINING	_____	_____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE – READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

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AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

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EXHIBIT 6

**Contractor Provided Recertification Training
To Be Presented to All Guards**

40 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	1	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	1	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, Federal law enforcement guards, and the contract guards.

¹ The Contractor must present 40 hours of re-certification training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a federal facility.

Any guards that are carried over from the previous contract who have not had refresher training within the past two years must be provided 40 hours of refresher training within 90 days of the start date of the new contract. Guards who have had the required training within the past two years must complete 40 hours of refresher training by the expiration date of their current certification.

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EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	1	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using Scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.

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Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	.5	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	.5	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	.5	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	.5	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

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EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	.5	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	.5	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	.5	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM) Government	.5	Instructor(s) will discuss the relationship between the Contractor and the And will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the Importance of the Duty Book.

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EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Post Duties (CHAPTER FOUR, CGIM)	.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	.5	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate, or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM) proper	.5	Explain the various types of situations guards will respond to. Describe the approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	.5	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	.5	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.

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EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	.5	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records and Reports (CHAPTER EIGHT, CGIM)	.5	Instructor will lecture on importance of Properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, CGIM)	.5	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	1	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided an the American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	.5	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.

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EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	.5	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	1	Instructor will discuss workplace violence; Who commits violent acts and why; guard Response to violent incidents, and tactics For being aware of environments or Situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	1	Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	.5	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	.5	Instructor will lecture on defining the terms and give concrete examples of the Concepts as they might occur on federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	2	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.

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EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide detailed instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.
Review & Examination	2	A 50 question multiple-choice written Examination will be given to determine Knowledge and understanding of the Academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE CGIM. FAILURE BY THE INSTRUCTOR TO USE THE CGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE CGIM AS A CORE COMPONENT OF THE TRAINING.

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EXHIBIT 6A

Contractor's Certification of Recertification Training

Contract Employee's Name: SSN: - -

I hereby certify that the above-named employee has completed basic training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
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RE-CERTIFICATION TRAINING	_____	_____
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ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

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EXHIBIT 7

**Training Subjects Presented by the Government's COR to
Contract Employees**

8 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations	1	Discuss GSA's jurisdiction within federal property and the Rules and Regulations under which they are operated (CFR 41.101-20.3). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes and Required GSA Forms	3	Develop an understanding of the types requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis. Instructor(s) will review and discuss the importance of the following forms: a. GSA Form 3155, Preliminary Investigation; b. GSA Form 3157, Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag;

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- e. GSA Form 1789, Register of Visitors;
- f. GSA Form 139, Arrival and Departures;
- G GSA Form 239, Officer and Inspectors Register;
- h. GSA Form 435, Guards Hourly Report;
- i. Special forms unique to the facility used in the performance of the Contract duties.

Telephone and Radio Communications

1

Instruction will prepare the Contract guard for use of telephones and radio communications techniques will be presented employing standard procedures used by the Law Enforcement Branch, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.

Role of Local, State and Federal Police Agencies

1

The Contract guards will be instructed in their relationship (position to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of the Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.

NOTE: For the purpose of this training, fifty (50) minutes will be considered as on (1) hour of instruction.

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EXHIBIT 7A

Contractor's Certification of Government Provided Training

Contract Employee's Name: SSN: - -

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
GOVERNMENT-PROVIDED TRAINING	_____	<u>8</u>

ATTENTION - THIS STATEMENT MUST BE SIGNED – READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) _____
DATE

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EXHIBIT 8

**Contractor-Provided Firearms Training/Certification Practical
Pistol Course**

<u>DISTANCE</u>	<u>STAGE</u>	<u>POSITION</u>	<u>MODE</u>	<u>ROUNDS</u>	<u>SHOTS</u>	<u>TIME</u>	<u>DESCRIPTION</u>
3 Yds	1	Standing point shoulder reference sights (FI) Strong hand only	DA	6	1	2 Sec.	One shot in 2 seconds, re-holster after each shot (X6).
	2	Standing point shoulder reference Sights (FI) Two handed	DA	6	2	3/2 Sec	Two shots in 3 seconds, come to Combat ready position (weapon below Eye level), bring weapon-to eye level And fire two-shots in 2 seconds (X2)
<u>DISTANCE</u>	<u>STAGE</u>	<u>POSITION</u>	<u>MODE</u>	<u>ROUNDS</u>	<u>SHOTS</u>	<u>TIME</u>	<u>DESCRIPTION</u>
7 Yds	1	Standing two hands with sights (FI)	DA	12	1	3 Sec	One shot in 3 seconds, re-holster after each shot (X5)
				1/RL-6/1		20 Sec	One shot, unload, reload w/6 rounds in 20 seconds (15 seconds if speed- loaders are used), transfer weapon to weak hand and fire one additional shot weak hand only. From aimed position continue firing one shot in 3 seconds (X5). STANCE DOES NOT CHANGE.
	2	Standing two hands with sights (FI)	DA	12	2	4 Sec	Two shots in 4 seconds, re-holster after each pair (X2).
				2/RL-2(6)/2		15 Sec	Two shots, unload, reload w/2 rounds

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DISTANCE STAGE POSITION MODE ROUNDS SHOTS TIME DESCRIPTION

(six rounds if speed-loader is used), fire two more shots in 15 seconds. If pouch is used reload with four rounds. From aimed in position fire two shots in 4 seconds (X2). Strong hand only.

15 Yds	1	Right/Left side standing And kneeling Barricade	DA	12	3	7 Secs	Draw and fire three shots in 7 seconds right side standing position. When target edges away, shooter position assumes right side kneeling position and remains aimed in on target. Target faces, shooter fires three shots.
--------	---	---	----	----	---	--------	---

Shooter unloads and reloads six rounds in kneeling position, utilizing cover. Shooter then moves to left side standing position.

Fire three shots in 25 seconds (20 Seconds if speed-loader is used). When target edges away, shooter assumes left side kneeling position and stays aimed in. Target faces and shooter fires three shots in 6 seconds.

NOTE: When shooter is aimed in on edged targets, the finger will be on the trigger. However, when moving to the different positions, the shooter's finger will be OFF the trigger.

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<u>DISTANCE</u>	<u>STAGE</u>	<u>POSITION</u>	<u>MODE</u>	<u>ROUNDS</u>	<u>SHOTS</u>	<u>TIME</u>	<u>DESCRIPTION</u>
25 Yds	1	Right side standing Barricade position	DA	6	3/2/1	8/5/3 Sec	Draw and fire three shots in 8 seconds, remain aimed in on target. Target faces, shooter fires two shots in 5 seconds, remain aimed in on target. Target faces, shooter fires one shot in 3 seconds.
25 Yds	2	Left side Standing	DA	6	3/2/1	8/5/3 Sec	Repeat Sequence in Stage 2.

MARKSMANSHIP RATINGS:

210 - 254 Marksman
 255 - 284 Sharpshooter
 285 - 299 Expert
 300 Distinguished Expert

TOTAL ROUNDS: 60
 POSSIBLE SCORE: 300
 MINIMUM SCORE: 210
 TERMINOLOGY:

EMERGENCY RELOAD: The magazine is empty and the slide is locked to the rear. Drop the magazine, insert a fresh magazine, depress the slide stop catch to charge the weapon.

TACTICAL RELOAD: The magazine is almost empty, but one round remains in the chamber. Drop the magazine, insert a fresh magazine, while keeping the target covered.

MAGAZINE EXCHANGE: The weapon is not loaded to capacity. The partial magazine is removed and retained. A fresh magazine is inserted into the magazine well, while keeping the target covered.

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EXHIBIT 8A

Contractor's Certification of Firearms Training

Contract Employee's Name: _____ SSN: _____ - _____ - _____

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
FIREARMS TRAINING _____	_____	_____

ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) _____ DATE

EXHIBIT 9

Contractor's Training Schedule and Plan

In addition to listing specific and other related information as shown below, attach a resume for each instructor. This format will be used for all training, initial/basic, firearms, refresher, and on-the-job.

Date:

Day/Month:

Time:

From – To:

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

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EXHIBIT 10

Standard Form (SF) 78, Certificate of Medical Examination

RESERVED

ACTUAL COPY OF SF 78
WILL BE MAILED UPON WRITTEN REQUEST
FROM THE CONTRACTOR
TO THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)
AFTER AWARD OF TASK ORDER. CONTRACTOR IS
RESPONSIBLE FOR PRINTING COSTS AND
KEEPING ADEQUATE QUANTITIES
OF THE FORM ON HAND.

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EXHIBIT 10A

Each Contract employee must attach the following list of potentially disqualifying factors to the SF 78 and present it to the physician conducting the medical examination. The physician shall document all instances where the Contract employee has a potentially disqualifying condition and shall document, for each instance noted, why the Contract employee is in his/her professional opinion qualified to work under the Contract.

Medical Standards

All Contract employees must meet the following medical standards:

Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be color blind.

Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.

Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.

Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.

Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.

EXHIBIT 10A, continued

Cardiovascular System: The following conditions are disqualifying:

Organic heart disease (compensated or not);

Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic (compensated or not);

Symptomatic peripheral vascular disease and severe varicose veins

Gastrointestinal Tract: Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year is disqualifying.

Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.

Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.

Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

Physical Demands

Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:

Frequent and prolonged walking, standing, running, sitting, and stooping;

Subdue violent or potentially violent individuals.

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 CO's request.

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EXHIBIT 11

Contractor's Certification of Contract Employee Eligibility Requirements

Contract Employee's Name: _____ SSN: _____ - _____ - _____

I hereby certify that the above-named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee's personnel file:

<u>SUBJECT</u>	<u>DATE COMPLETED/FILED</u>
RESUME/TRANSCRIPTS/DIPLOMA	_____
SF 78 – CERTIFICATE OF MEDICAL EXAMINATION	_____
PRE-EMPLOYMENT DRUG SCREENING	_____
BASIC TRAINING COMPLETION CERTIFICATE	_____
PASSING SCORE ON WRITTEN EXAMINATION	_____
FIREARMS TRAINING CERTIFICATE (Armed Employee Only)	_____
FIREARMS QUALIFICATION CERTIFICATE (Armed Employee Only)	_____
GOVERNMENT PROVIDED TRAINING CERTIFICATE	_____
RECERTIFICATION TRAINING CERTIFICATE	_____
EXPANDABLE BATON TRAINING CERTIFICATE	_____
MAGNETOMETER/X-RAY TRAINING CERTIFICATE (Where Applicable)	_____
REFRESHER TRAINING	_____

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EXHIBIT 11, Continued

**CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS**

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE – READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT. AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

This certification shall be completed and submitted to the COR with the Contract employee's suitability documentation (SF 176 and Fingerprint Cards) prior to the employee's initial performance under the contract and every two (2) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.

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EXHIBIT 13

Security Clearance Requirements

<u>FACILITY CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____X_____
B. Final Secret	_____	_____X_____
C. DHS Suitability Determination	_____X_____	_____
<u>PERSONNEL CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____X_____
B. Final Secret	_____X_____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____X_____
D. Dept. of Energy - "L" (Secret)	_____	_____X_____
E. N.R.C. - "Q" (Top Secret)	_____	_____X_____
F. N.R.C. - "L" (Secret)	_____	_____X_____
G. DHS Suitability Determination	_____X_____	_____
H. Other	_____X_____	_____

NOTE: FACILITIES/GUARD POSTS MAY VARY IN CLEARANCE REQUIREMENTS; THEREFORE, REFER TO ALL FACILITIES/GUARD POSTS FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.

OTHER AGENCIES, ESPECIALLY OTHER LAW ENFORCEMENT OR SECURITY RELATED AGENCIES (i.e., FBI), MAY REQUIRE AN ADDITIONAL BACKGROUND CHECK IN ORDER FOR AN EMPLOYEE TO WORK AT THAT SITE. CONTRACTORS MAY DEAL WITH THESE AGENCIES DIRECTLY REGARDING THE CLEARANCE PROCESS BUT THEY SHALL KEEP THE CONTRACTING OFFICER REPRESENTATIVE (COR) AND THE CONTRACTING OFFICER (CO) INFORMED ABOUT THE STATUS OF THE CLEARANCE PROCESS, INCLUDING BUT NOT LIMITED TO, THE NAMES AND NUMBER OF EMPLOYEES UNDER CONSIDERATION, THE NAME AND NUMBER OF EMPLOYEES CLEARED AND OTHER INFORMATION THAT MAY BE REQUESTED FROM THE COR OR CO CONCERNING THE CLEARANCE PROCESS.

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EXHIBIT 12

Key Personnel Resume

This resume is pertinent to the experience and professional background of Contract security supervisory personnel. A Key Personnel Resume must be completed for each Supervisor or Manager who will have a direct job performance relationship with guards assigned to perform the work requirements of this contract. A copy of each Supervisor's/Manager's Key Personnel Resume shall be provided to the COR.

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____ AGE: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

TIME IN CURRENT POSITION: (Yrs. Mos.) _____

ANNUAL SALARY: _____

RESPONSIBLE FOR THE WORK OF: _____ PERSONS: _____

DESCRIPTION OF SCOPE OF CURRENT JOB: (Use attached sheet if necessary)

WORK EXPERIENCE: (Past 10 years in chronological order)

<u>Date</u>				
<u>From</u>	<u>To</u>	<u>Job</u>	<u>Company/Address</u>	<u>Reference</u>

EDUCATION SUMMARY:

<u>Name/Address</u>	<u>Dates Attended</u>	<u>or Certificate</u>
---------------------	-----------------------	-----------------------

High School:

College/Specialized:

Trade-School(s):

BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT. PLEASE USE THE REVERSE SIDE OR A SEPARATE SHEET OF PAPER.

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EXHIBIT 14

Sample Start-Up Plan

Contractor Activity Sequence #	Contractor's Responsible Party (Name)	Contractor Activity Description	Contractor Activity Duration	Contractor Planned Starting Date	Contractor Planned Completion
1.	Jane Smith	Receive Contract Award Notice from GSA	0 Days	June 30, 1999	June 30, 1999
2.	Jane Smith, Mike Hoch, Ted Williams	Visit/Revisit all Worksites; View Posts/Positions	7 Days	June 30, 1999	July 7, 1999
3.	Jane Smith	Obtain an Assignment of Claims	22 Days	July 1, 1999	July 23, 1999
4.	John Smith	Obtain Insurance; submit proof	10 Days	July 1, 1999	July 10, 1999
5.	Reserved				
6.	Jane Smith	Obtain Line of Credit/Financing	17 Days	July 2, 1999	July 19, 1999
7.	Pete Jones	Establish Electronic Payment Plan; submit proof	21 Days	July 2, 1999	July 23, 1999
8.	Jane Smith	Establish Invoice Sys. For Contract	14 Days	July 2, 1999	July 16, 1999
9.	John Smith	Obtain Permits; submit proof	27 Days	July 2, 1999	July 29, 1999
10.	Jane Smith, Mike Hoch, Ted Williams	1 st Post Award Meeting with CO & COR	0 Days	July 6, 1999	July 6, 1999
11.	Pete Jones	Perform Employee background Checks	20 Days	July 2, 1999	July 22, 1999
12.	Jane Smith	Psychological Testing of Employees; submit proof	25 Days	July 2, 1999	July 27, 1999
13.	John Smith	Evaluate Incumbent Contract Employees	14 Days	July 2, 1999	July 16, 1999
Contractor Activity Sequence #	Contractor's Responsible Party (Name)	Contractor Activity Description	Contractor Activity Duration	Contractor Planned Starting Date	Contractor Planned Completion
14.	John Smith	Get Uniforms, Equip. &	27 Days	July 2, 1999	July 29, 1999

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		Supplies; Submit proof			
15.	Jane Smith	Hire Qualified Incumbent Employees; submit proof	17 Days	July 2, 1999	July 19, 1999
16.	Pete Jones	Transfer/Hire Additional Required Employees; Submit proof	25 Days	July 2, 1999	July 27, 1999
17.	Jane Smith	Submit Updated Key Personnel Resumes (Supv/Mgr)	14 Days	July 2, 1999	July 16, 1999
18.	John Smith	Submit Staff Training Plan	10 Days	July 2, 1999	July 29, 1999
19.	Jane Smith	Obtain & Submit Clear Employee Fingerprints	10 Days	July 2, 1999	July 12, 1999
20.	Pete Jones	Perform Medical & Drug Exams; submit proof	25 Days	July 2, 1999	July 27, 1999
21.	Jane Smith	Obtain all other Req. Licenses, Permits and Certifications; Submit proof	14 Days	July 2, 1999	July 16, 1999
22.	John Smith	Obtain 2 ea. Employee photos & submit proof	27 Days	July 2, 1999	July 29, 1999
23.	John Smith	Issue staff I.D. Cards, uniforms, accessories, etc.	25 Days	July 2, 1999	July 27, 1999
24.	Sally Jones	Coordinate with incumbent Contractor	14 Days	July 2, 1999	July 16, 1999
25.	Pete Jones	Coordinate with Union (if any)	17 Days	July 2, 1999	July 19, 1999
26.	John Smith	Prepare Contract Managers Office	29 days; ongoing	July 2, 1999	July 31, 1999
27.	John Smith	Obtain & Prepare Req. Vehicles	29 days; ongoing	July 2, 1999	July 31, 1999
28.	Sally Jones	Coordinate w/ State Govt.	17 Days	July 2, 1999	July 19, 1999

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Contractor Activity Sequence #	Contractor's Responsible Party (Name)	Contractor Activity Description	Contractor Activity Duration	Contractor Planned Starting Date	Contractor Planned Completion
29.	Pete Jones	Coordinate w/ City Govt.	14 Days	July 2, 1999	July 16, 1999
30.	John Smith	Coordinate w/ Suppliers	17 Days	July 2, 1999	July 19, 1999
31.	Sally Jones	Submit staff schedule (posts, hours & personnel)	25 Days	July 2, 1999	July 27, 1999
32.	Jane Smith	Establish & Test Staff Emergency Notification System (dial-up/page/etc.)	14 Days	July 2, 1999	July 16, 1999
33.	Jane Smith, Mike Hoch, Ted Williams	2 nd PostAward Meeting with CO & COR	0 Days	July 11, 1999	July 9, 1999
34.	Jane Smith, Mike Hoch, Ted Williams	3 rd PostAward Meeting with CO & COR	0 Days	August 1, 1999	August 1, 1999
35.	Pete Jones, Sally Jones, Ted Williams	4 th PostAward Meeting with CO & COR	0 Days	September 1, 1999	September 1, 1999
36.	Jane Smith, Mike Hoch, Ted Williams	5 th PostAward Meeting with CO & COR	0 Days	September 15, 1999	September 15, 1999
37.	All Contract Support Staff & Managers	Contract Starts; Begin Required Performance	Through to End of Contract	October 1, 1999	End of Contract
//END//	//SAMPLE//	//SAMPLE//	//SAMPLE//	//SAMPLE//	//END//

If you have questions on this sample format, please refer to instructions in Section L.

The following notes apply to the sample format found in Section J-10:

Note 1: "Submit Proof" (above) means expeditiously submitting valid documentation to the CO and/or COR, proving the success of this particular Contractor pre-performance activity.

Note 2: Sample schedules may not be representative of actual/anticipated activity scheduling.

Note 3: Sample activities may not be all inclusive; other activities may be required for success.

Note 4: Some sample activities may NOT always be appropriate or desirable for all Offerors.

EXHIBIT 15

APPLICABLE DEPARTMENT OF LABOR WAGE DETERMINATIONS

Eastern PA – Agreement between Industrial Technical and Professional Employees Union (AFL-CIO) and Superior Protection Services, Inc., effective June 1, 2004 through May 31, 2006, including Memorandum of Agreement dated August 23, 2004.

Western PA – Agreement between the International Union, Security*Police*Fire Professionals of America, Local Union #502 and Superior Protection, Inc., effective June 2004, including Memorandum of Agreement dated August 23, 2004.

Eastern PA

Agreement

Between

**Industrial Technical And Professional Employees
Union, (AFL-CIO)**

And

Superior Protection Services, INC.

Covering Security Guard Employees

At

GSA –Eastern Pennsylvania Sites

EFFECTIVE: June 1.2004 – May 31 2006

ADDENDUM

Whereas, SUPERIOR PROTECTION SERVICE INC., (hereinafter, the "Company") and Industrial Technical and Professional Employees Union, AFL-CIO, (hereinafter, the "Union") have entered into an Agreement effective June 1, 2004 and

Whereas, the Union has been duly designated by the Company's non-supervisory employees at the GSA-Eastern Pennsylvania sites as their collective bargaining representative, and

Whereas, the aforementioned agreement provides for the Company and the Union to negotiate each year for changes in the Wages and Fringe Benefits for the above-named facility, and to enter into an Agreement setting forth those economic terms.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Armed
Armed Sgt.
Unarmed
Armed

VACATION

Current and Effective June 1, 2003

After one (1) year of service, two (2) weeks (10 days) paid vacation

After five (5) years of service, three (3) weeks (15 days) paid vacation

After ten (10) years of service, four (4) weeks (20 days) paid vacation

Details are contained in the ITPE Annual Benefit Plan - Summary Plan Description.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor(s) in the performance of similar work at the same Federal facility. (SEE 29 CFR 4.173)

HOLIDAYS

Current and Effective June 1, 2004

All employees are entitled to one (1) day of paid holiday for each full calendar month worked.

Details are contained in the ITPEU Annual Benefit Plan - Summary Plan Description.

SICK LEAVE

Current and Effective June 1, 2004

All employees shall be entitled to paid sick leave accruable on the basis of 1/2 day of sick leave for each month of continuous service with an employer.
Details are contained in ITPE Annual Benefit Plan Summary Plan Description.

Effective JUNE 1, 2004

All sick leave will be paid by the Company. On the basis of ½ day of sick leave for each month of continuous service with an employer. All sick leave benefits shall be paid by the company and all unused sick leave shall be paid to all employees at the end of each Government contract year in cash or when the employee leaves the employment of the Company.

BEREAVEMENT BENEFIT

Current and Effective JUNE 1, 2004

An eligible employee shall be entitled to receive up to three (3) days paid Bereavement Leave. To be pay by the Company to the Employees.

JURY DUTY

Current and Effective JUNE 1, 2004

An eligible employee shall be entitled to receive up to **FIVE(5)** days paid Jury Duty Benefit per calendar year for service as a juror in any court of record. To be pay by the Company to the Employees.

HEALTH AND WELFARE

Current:

The Company shall contribute to the ITPE Health and Welfare Plan the sum of **two dollar and FIFTEEN cents (\$2.15)** per hour for all straight time hours worked plus all hours of paid vacation, holidays, and sick leave, for each and every employee covered by this Agreement.

Contributions for Family or Medical Leave: The Company shall contribute (TO BE NEGOTIATED) per hour to the ITPE Health and Welfare Plan on behalf of any employee who is on a family or medical leave of absence under the federal Family and Medical Leave Act. In order to be eligible for such contributions, an employee must have worked for the Company or its Predecessor at the Base for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave. In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and or sick leave.

Effective June 1, 2004

The Company shall contribute to the ITPE Health and Welfare Plan the sum of (to be negotiated)) per hour for all straight time hours worked plus all hours of paid vacation, holidays, and sick leave, for each and every employee covered by this Agreement.

Contributions for Family or Medical Leave: The Company shall contribute (to be negotiated) per hour to the ITPE Health and Welfare Plan on behalf of any employee who is on a family or medical leave of absence under the federal Family and Medical Leave Act. In order to be eligible for such contributions, an employee must have worked for the Company or its Predecessor at the Base for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave. In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and or sick leave.

In executing this agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such plan.

PENSION

Current :

The Company shall contribute to the ITPE Pension Plan the sum of FIFTY cents (\$0.50) per hour for all straight time hours worked plus all hours of paid vacation, holidays, and sick leave, for each and every employee covered by this Agreement.

Effective June 1, 2004 :

The company shall contribute to the ITPE Pension Plan the sum of **FIFTY FIVE cents (\$0.55)** per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and employee covered by this Agreement.

UNIFORM ALLOWANCE

Current

All employees will receive an allowance of **Twenty FIVE cents (\$0.25)** paid directly to the employee per hour worked for the laundering and maintenance of company-provided uniforms.

The Employer shall provide at no cost to all new Employees those items listed in the security service contract for GSA/Eastern PA sites, as needed. Upon termination of employment, all clothing and equipment issued to the Employee shall be returned to the Employer clean, and in good condition, including his/her firearm and ammunition.

Employees may purchase additional uniforms and equipment items from the Employer at cost. Such article shall be paid for by deductions from the Employee's pay.

The Employer shall replace any parts of the uniform that are damaged in the line of duty, provided it has been reported to the Shift Supervisor within the shift period when the incident occurred. The Employer will also, from time to time, replace uniform items no longer serviceable due to normal wear and tear. Each such replacement will be made on a trade-in basis only.

The Employer shall retain the option to withhold only that part of the Employee's final paycheck that would cover the cost of any missing uniforms or equipment. The deduction for such missing items shall be the actual cost to the Employer.

UNIFORM ALLOWANCE

EFFECTIVE JUNE 1, 2004

All employees will receive **Twenty Eight cent (\$ 0.28)** uniform allowance paid directly to the employees.

ANNUAL BENEFIT

Current:

For the purposes of providing Vacation, Holidays, Sick Leave, Jury Duty, Bereavement Leave, and other benefits, the company shall contribute to the ITPE Annual Benefit Fund the sum of **ONE DOLLAR SEVENTY SEVENTY cents (\$1.77)** per hour worked by each and every employee covered by this agreement, for which the company makes or is required to make direct payment of wages to employee.

Effective JUNE 1, 2004

For the purposes of providing **Vacation, Holidays,** the company shall contribute to the ITPE Annual Benefit Fund the sum of **one dollar and eighty four cent per hour (\$1.84)** worked by each and every employee covered by this agreement, for which the company makes or is required to make direct payment of wages to employee.

In executing this agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Annual Benefit Fund and the terms and conditions of the ITPE Annual Benefit Plan created thereunder. Receipt of both documents is hereby acknowledged. In addition, the Company agrees to be bound by any amendments to the aforesaid agreement and declaration of trust and plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPE Annual Benefit Fund.

Current:

TRAINING HOURS

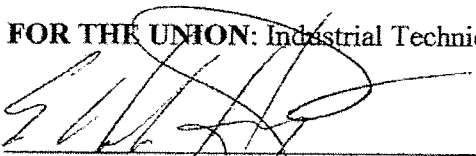
Training pay shall be set at Thirty hours (30) per year.

EFFECTIVE : June 1 2004

The company will pay all **ALL COMPANY REQUIRED** training hours to employees .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR THE UNION: Industrial Technical and Professional Employees Union:



E Charles Hampton, Area Representative Date December 17, 2003

FOR THE COMPANY: Superior Protection Service Inc



Jack Heard JR President

Date December 17, 2003

GUARD POSITION	COUNTY	CURRENT	EFFECTIVE 1-Jun-04	EFFECTIVE 1-Jun-05	EFFECTIVE 1-Jun-06
UNARMED	BERKS	\$8.28	\$8.69	\$8.95	\$9.22
ARMED	BERKS	\$11.85	\$12.44	\$12.82	\$13.20
ARMED SGT	BERKS	\$12.60	\$13.23	\$13.63	\$14.04
UNARMED	BLAIR	\$8.67	\$9.10	\$9.38	\$9.66
ARMED	BLAIR	\$13.87	\$14.56	\$15.00	\$15.45
ARMED SGT	BLAIR	\$14.62	\$15.35	\$15.81	\$16.29
UNARMED	BRADFORD	\$7.76	\$8.15	\$8.39	\$8.64
ARMED	BRADFORD	\$12.17	\$12.78	\$13.16	\$13.56
ARMED SGT	BRADFORD	\$12.92	\$13.57	\$13.97	\$14.39
UNARMED	CENTRE	\$8.67	\$9.10	\$9.38	\$9.66
ARMED	CENTRE	\$14.46	\$15.18	\$15.64	\$16.11
ARMED SCG	CENTRE	\$14.62	\$15.35	\$15.81	\$16.29
UNARMED	CLERFIELD	\$8.67	\$9.10	\$9.38	\$9.66
ARMED	CLERFIELD	\$13.87	\$14.56	\$15.00	\$15.45
ARMED SCG	CLERFIELD	\$14.62	\$15.35	\$15.81	\$16.29
UNARMED	COLUMBIA	\$7.76	\$8.15	\$8.39	\$8.64
ARMED	COLUMBIA	\$12.17	\$12.78	\$13.16	\$13.56
ARMED SGT	COLUMBIA	\$12.92	\$13.57	\$13.97	\$14.39
UNARMED	CUMBERLAND	\$8.28	\$8.69	\$8.95	\$9.22
ARMED	CUMBERLAND	\$13.87	\$14.56	\$15.00	\$15.45
ARMED SGT	CUMBERLAND	\$14.62	\$15.35	\$15.81	\$16.29
UNARMED	DAUPHIN	\$8.28	\$8.69	\$8.95	\$9.22
ARMED	DAUPHIN	\$11.85	\$12.44	\$12.82	\$13.20
ARMED SGT	DAUPHIN	\$12.60	\$13.23	\$13.63	\$14.04
UNARMED	FRANFLIN	\$12.58	\$13.21	\$13.61	\$14.01
ARMED	FRANFLIN	\$15.26	\$16.02	\$16.50	\$17.00
ARMED SGT	FRANFLIN	\$16.01	\$16.81	\$17.31	\$17.83

UNAMED									
ARMED									\$9.22
ARMED SGT									\$13.20
									\$14.04
UNAMED									
ARMED									\$8.64
ARMED SGT									\$13.56
									\$14.39
UNARMED									
ARMED									\$10.33
ARMED SGT									\$13.03
									\$13.87

* Location of Area / Spte Leads Rate Will be Adjusted to \$0.75 cents above the highest armed rate under their direction.

EFFECTIVE JUNE 1,2004: SHIFT DIFFERENTIAL WILL BE AS FOLLOVED Inaddition to the base rate wage a Employee shall be paid a shift differertial

1500 to 2300 \$0.35 per hour
2300 to 0700 \$0.45 per hour

Mileage will be paid at \$.375/mile from normal place of business to other posts
Health & welfare and the ABF rate will be re-negotiated each year of this three year Agreement.

Pension	\$0.50	\$0.55	\$0.60
Uniform	\$0.25	\$0.28	\$0.31
			\$0.60
			\$0.34

UNARMED	LACKAWANNA	\$7.76	\$8.15	\$8.39	\$8.64
ARMED	LACKAWANNA	\$12.17	\$12.78	\$13.16	\$13.56
ARMED SGT	LACKAWANNA	\$12.92	\$13.57	\$13.97	\$14.39
UNARMED	LANCASTER	\$8.28	\$8.69	\$8.95	\$9.22
ARMED	LANCASTER	\$11.85	\$12.44	\$12.82	\$13.20
ARMED SGT	LANCASTER	\$12.60	\$13.23	\$13.63	\$14.04
UNARMED	LEBANON	\$8.28	\$8.69	\$8.95	\$9.22
ARMED	LEBANON	\$11.85	\$12.44	\$12.82	\$13.20
ARMED SGT	LEBANON	\$12.60	\$13.23	\$13.63	\$14.04
UNARMED	LEHIGH	\$9.32	\$9.79	\$10.08	\$10.38
ARMED	LEHIGH	\$15.49	\$16.26	\$16.75	\$17.26
ARMED SGT	LEHIGH	\$16.24	\$17.05	\$17.56	\$18.09
UNARMED	LUZEME	\$7.76	\$8.15	\$8.39	\$8.64
ARMED	LUZEME	\$12.17	\$12.78	\$13.16	\$13.56
ARMED SGT	LUZEME	\$12.92	\$13.57	\$13.97	\$14.39
UNARMED	LYCOMING	\$7.76	\$8.15	\$8.39	\$8.64
ARMED	LYCOMING	\$12.17	\$12.78	\$13.16	\$13.56
ARMEDSGT	LYCOMING	\$12.92	\$13.57	\$13.97	\$14.39
UNARMED	MIFLLIN	\$8.29	\$8.70	\$8.97	\$9.23
ARMED	MIFLLIN	\$11.85	\$12.44	\$12.82	\$13.20
ARMED SGT	MIFLLIN	\$12.60	\$13.23	\$13.63	\$14.04
UNARMED	MONROE	\$8.67	\$9.10	\$9.38	\$9.66
ARMED	MONROE	\$12.17	\$12.78	\$13.16	\$13.56
ARMED SGT	MONROE	\$12.92	\$13.57	\$13.97	\$14.39
UNARMED	NORTHHAMPTON	\$9.32	\$9.79	\$10.08	\$10.38
ARMED	NORTHHAMPTON	\$15.49	\$16.26	\$16.75	\$17.26
ARMED SGT	NORTHHAMPTON	\$16.24	\$17.05	\$17.56	\$18.09

AMENDMENT TO Article (Misc.) for Agreement between
Industrial Technical And Professional Employees
Union (AFL-CIO)
And
Superior Protection, Inc

MEMORANDUM OF AGREEMENT

AGREEMENT made this 23rd day of August 2004 by and between the Industrial Technical & Professional Employees Union, AFL-CIO (the Union) and Superior Protection, Inc. (the Company)

WHEREAS, the Union and the Company are parties to a collective bargaining agreement effective June 2004, ("Agreement"), which covers the non-supervisory employees employed by the Company at various federal buildings in Eastern Pennsylvania, and


WHEREAS, the parties hereto wish to amend the provisions in the Agreement to provide for compensation, effective September 1, 2004, for those employees who are not afforded a full 30 minute, uninterrupted meal break. (provided they have worked sufficient hours to entitle them the break),

NOW, THEREFORE, it is hereby agreed that Article "Misc." of the Agreement shall be and hereby is amended effective September 1, 2004, by adding a new section "thereto," which will read in its entirety, as follows:

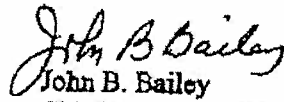
If an employee does not receive an uninterrupted, 30 minute meal break on any day during which the employee is at work for at least (6) hours, the Company shall pay the employee straight time wages for the 30 minutes plus an additional \$5.50 for each and every such day. The additional \$5.50 per day shall only be paid for those days actually worked and not for holidays, sick days, or vacation days during which the employee does not work. This \$5.50 per day will be included in the employee's paycheck and subject to payroll taxes.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal on this 23rd day of August, 2004.

FOR THE UNION


E, Charles Hampton
ITPE Representative

FOR THE COMPANY


John B. Bailey
Chief Financial Officer

WESTERN PA

AGREEMENT

Between

SUPERIOR PROTECTION INC.

And

THE INTERNATIONAL UNION

**SECURITY*POLICE*FIRE PROFESSIONALS OF AMERICA
(SPFPA)**

And

its affiliated

LOCAL UNION NO. 502

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PREAMBLE OF THE AGREEMENT

1. This Agreement is entered into this day, the 1st of June of 2004 by and between SUPERIOR PROTECTION INC. , its successors and assigns, hereinafter referred to as the "COMPANY," at their operations listed in Appendix A hereto (the "FPS Covered Facilities") and the International Union, Security*Police*Fire Professionals of America (SPFPA), and its affiliated Local 502, their successors and assigns, hereinafter referred to as the "Union," as the sole and exclusive representative for collective bargaining of the employees covered by this Agreement.
2. The term "Employee" as used in this Agreement will include all full-time and regular part-time security officers performing guard duties as defined in NLRB Case No. 6-RC-12271, Employed by Superior Protection Inc. pursuant to its contract with the Federal Protective Services for the Western District of Pennsylvania, but excluding Quality Control Manager, Quality Control Monitor and professional employees and other supervisors as defined in the Act, and all other employees.
3. The Parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
4. The Union acknowledges that the Company's operations at the "FPS Covered Facilities" are pursuant to a contract(or contracts) with the United States Federal Protective Services Administration (the FPS Contracts) and nothing herein shall be construed to place the Company in violation of such contracts. Any ambiguity in the language in this Agreement shall be construed to the fullest extent possible to make this Agreement consistent with the FPS Contracts and the Company's obligations to its client, the Federal Protective Services Administration (the FPSA).
5. This Agreement covers the Company's operations with FPS at all facilities designated under Contract GS 03P97AZD1028. The Union and Company agree that any new posts that are ordered by FPS in the localities covered by this Agreement will be adopted and covered by this Agreement.

ARTICLE 1

INTENT AND PURPOSE OF THE AGREEMENT

1. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.
2. The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement. Both parties recognize the principle of a fair days work for a fair days pay.
3. It is the intent of the parties that this Agreement shall be binding upon the parties hereto, their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, succession or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.
4. In the event of a proposed change of operations by FPSA that will result in any interruption, change or loss of employment, the Company, its successors or assigns shall, before putting any such contemplated change of operation into effect, meet with the Union to negotiate, in good faith, amendments, modifications or changes to those sections of the Agreement affected.

ARTICLE 2

RECOGNITION

1. The Company recognizes the Union and its Local502 as the exclusive collective bargaining representative for all of its Security Officers employed by the employer at the covered FPS Facilities, for the Western District of Pennsylvania, but excluding Quality Control Managers, Quality Control Monitors and professional employees and other supervisors as defined in the NLRA, as amended, and as in Case No. 6-RC-12271.

ARTICLE 3

CONTINUITY OF OPERATIONS

1. During the term of this Agreement there shall be no strikes, lockouts, work stoppages, picket lines, slowdowns or secondary boycotts by either side. The Union guarantees to support the Company fully and maintain operations in every way and any employee engaging in such activities shall be subject to discipline or discharge as appropriate under the circumstances.
2. In the event of any work stoppage by another labor group involving the client's property or operations, the employees will continue to perform their duties for the protection of life and property, fire watch, and protection of security interest on the premises.
3. Security Officers will not be required to participate in any strikebreaking activities: the Security Officers shall maintain ingress and egress to the premises during a strike.
4. The Union agrees as part of the consideration of the Agreement that it will, within 24 hours, take steps to end any unauthorized work stoppages, picketing, strikes, intentional slowdowns or suspensions of work and shall notify its members of such violations of this Agreement and shall instruct its membership to return to work immediately.
5. The Union agrees it will not assist employees participating in such unauthorized work stoppages, strikes, picketing, intentional slowdowns or suspension of work against whatever disciplinary action the Company may take and that such disciplinary action shall not be subject to the regular grievance procedure, except that the foregoing provision shall not preclude the Union from opposing disciplinary action on the grounds that the employee did not engage in the alleged misconduct.

ARTICLE 4

SECURITY REGULATIONS

1. The Union recognizes that the Company has certain obligations in its contract with the client pertaining to security clearances and agrees that nothing in this Agreement is intended to place the Company in violation of its security agreement with the client. Therefore, in the event any governmental agency advises the Company that an employee covered by this Agreement is restricted from work, or access to classified information or material, neither the employee nor the Union will contest discharge of such employees by the Company, provided that the employee's work may reasonably require such access and clearance at the relevant facilities.

2. The Union will be notified of any employment action taken pursuant to this Article and upon request, by the Union, furnish evidence in support of the action in a prompt and timely manner.

ARTICLE 5

MANAGEMENT RIGHTS

1. The management of the Company and the direction of its employees, including but not limited to the establishment of reasonable work rules and regulations, the hiring, promoting, demoting and rehiring of employees in connection with any reduction or increase in working forces, the suspending, discharging or otherwise disciplining of employees for just cause are the exclusive functions of the Company, to the extent that any such matters are not otherwise covered or provided for in this Agreement.

2. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken to the Grievance and Arbitration provision contained in Article 9.

ARTICLE 6

DISCIPLINE AND DISCHARGE

1. The Company shall not discipline, discharge, suspend, demote any employee except for just cause.

2. For purposes of this provision, the term "cause" shall include: (i) a request by an authorized government representative that Superior Protection Inc. cease using an employee at the work site, (ii) the failure of an employee to meet job requirements as imposed on Superior Protection Inc. by Federal Protective Services (FPS) including the failure of the employee to pass a physical test required by Superior Protective Inc. or the government or to maintain all required certifications. Nothing herein shall preclude the Union or the employee from pursuing any claims it/he/she may have against the government.

3. In the exercise of its rights as set forth in Article 7, the Company agrees that no employee shall be preemptively discharged, but that in all instances in which the Company may conclude that an employee's conduct may justify suspension or discharge, he/she shall be first suspended without pay, such initial suspension shall be for not more than five (5) calendar days. During this period of initial suspension, the employee may, if he/she believes that he/she has been unjustly dealt with, request a meeting before the director of company security, or their designee, with or without his/her union steward or alternate present as he/she may choose.

4. At such meeting the facts concerning the case shall be made available to both parties. After such meeting the Company may conclude whether the suspension shall be converted into a discharge or, dependent upon the facts of the case, that such suspension may be extended or revoked. If the suspension is revoked, the employee shall be returned to employment and receive full compensation at his/her regular rate of pay for the time lost. In the event a disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may, within five (5) calendar days after such disposition, file a grievance in the Second Step of the grievance procedure.

5. When an employee is reprimanded or suspended, he/she shall be given two (2) copies of the appropriate Company disciplinary document within five (5) working days upon completion of the Company's investigation of the incident.

6. During the ninety (90) day probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.

7. In imposing any discipline on a current charge, the Company will not take into account any prior infractions or incidents, which occurred more than one (1) year previously.

ARTICLE 7

NON-DISCRIMINATION

1. Neither the Company nor Union shall discriminate against any individual because of race, religion, sex, color, ancestry, age, handicap or national origin, as these terms are defined in the applicable federal, state or local statutes. The Company will not discriminate against any employee or an applicant for employment because of his/her membership in the Union or activities on behalf of the Union.

ARTICLE 8

GRIEVANCE PROCEDURES

1. In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievance by the following procedures, the last step of which will be binding arbitration by the Federal Mediation and Conciliation Service. This grievance procedure shall also apply to any federal, state, local and employment laws in which the employee believes that he/she may have against the Company, it's affiliated companies or any of its officers, owners, directors, employees or agents.

For purpose of clarification the term "working days" shall not include Saturdays, Sundays or Holidays.

2. **Step 1.** An employee who once becomes aware of a situation and believes that they have a justifiable complaint or grievance shall promptly discuss it with the Supervisory Captain, or his designee, within five (5) working days in an attempt to settle the matter. A Union representative may be present or may present the grievance on behalf of the Union or the employee (s). The Captain, or his designee, shall answer the grievance within the next five(5) working days.

3. **Step 2.** If the matter is not solved in Step 1 of the grievance procedure, the grievance must be presented to the Project Manager, in writing, signed by the employee and Union Representative specifying the Article(s) and Section(s) of the Agreement believed to be violated and stating what relief is sought no latter than five (5) working days following the rejection in Step 1 by the Captain. The Project Manager shall answer the grievance in writing within five (5) working days. after receipt of said grievance. If the Project Manager does not answer the grievance within the five (5) working days, this will be considered to be a win of the grievance by the Union.

4. **Step 3.** If the Project Manager's answer is not satisfactory, a Representative of the Union will discuss the grievance with the Vice President of Operations, or his designee. The Company must reply to the Union, in writing, within ten (10) working days of said meeting.

5. Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to Arbitration in accordance with the following procedures and limitations.

6. The Union, within ten (10) working days after the rejection of the grievance in Step 3, by the Vice President of Operations, shall notify the Company in writing of its intent to invoke arbitration. The Union and Company will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) work days after the failure of the parties to agree upon an arbitrator. An arbitrator will be selected from the list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

7. The arbitrator shall have no power to add or detract from or modify any of the terms of this Agreement or any agreements made supplemental thereto.

The decision of the arbitrator shall be final and binding upon the Company and Union and its employees. The fees and expenses of the arbitrator shall be borne equally by the Company and the Union. All other expenses or costs shall be borne by the party incurring them.

Awards or settlements may or may not be retroactive as the equities of each case may demand, but in no event shall any award be retroactive prior to the date of presentation of the grievance in writing as required by this Article.

8. The provisions of this Article constitute the sole procedure for the processing and settlement of any claims by an employee or the Union of a violation by the Company of this Agreement.

All grievances must be initiated in the first step of the grievance procedure except for grievances protesting a suspension or discharge which may be filed in the second step of this grievance procedure.

ARTICLE 9

UNION REPRESENTATION

1. For the purpose of processing grievances, the Company shall recognize the following Union Representatives.

A. **One Chief Steward:** To be in charge of the Union day to day operations of this unit.

B. **One Head Steward:** To be in charge of the Pittsburgh Area Units

Two Assistant Stewards: To assist the Head Steward in the Pittsburgh Area Units.

C. One Head Steward:

&

One Assistant Steward: To be in charge of the Erie, Butler, New Castle, Ambridge and surrounding area outside of the Pittsburgh Area Units.

2. The above listed representatives consist of the grievance committee. Any change in such designated stewards will be recognized by the Company only upon proper written notification by the Union. Duties of the stewards shall be confined to the adjustment of disputes within the limitation of this Agreement which the Company and employee or employees have failed to adjust.

3. Any steward in appropriate steps of the grievance procedure will be afforded such reasonable time off as may be required for the purpose of investigating facts essential to the settlement of any grievance or for the purpose of attending scheduled grievance meetings in any step of the grievance procedure. No steward shall leave their work for these purposes without first receiving permission from their supervisor. Permission shall be granted unless the efficient operation of the Department would be affected. Meetings may be called at any time by mutual agreement between the Company and steward.. The Company will pay employees attending any joint meeting of the steward(s) and the Company representatives at the regular rate of pay if the employee(s) involved are normally scheduled to work.

4. The Company shall provide bulletin board space for the Union upon which Union representatives may post notices pertaining to the business of the Union. The Company prior to the posting shall approve a copy of all notices to be posted on the bulletin board.

ARTICLE 10

UNION SECURITY AND AUTHORIZATIONS FOR CHECK-OFF OF UNION DUES

1. It shall be a condition of continued employment that all employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of continued employment that all employees covered by this Agreement and hired on or after the execution date shall on the thirtieth (30th) day following the beginning o such employment become and remain members of the Union in good standing.

2. The Company shall for the term of this Agreement, deduct Union dues and initiation fees levied in accordance with the International Constitution and By-Laws of the Union from the first pay check of each month of members who authorize such deductions in writing, and shall remit the same to the Financial Secretary-Treasurer of the Local Union on or before the first of the following month, provided that the Union has furnished to the Company a valid Check-Off Authorization Card in sufficient time to process the deduction. The Financial Secretary-Treasurer shall be provided a monthly list of those employees for whom initiation fees and dues have been deducted under this paragraph. The new employee will be made available to a Steward in a non-work environment to process the Check-Off Authorization Card.

3. The Union agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability, which may be made against it by any party for amounts deducted from wages herein provided.

ARTICLE 11

SENIORITY

1. During the first ninety (90) calendar days of employment, an employee shall be regarded as a probationary employee and shall have no seniority rights. Upon completion of his/her probationary period, the new employee's seniority shall date from his first date of hire into the Security Department.

2. There shall be two (2) types of seniority in the Bargaining Unit.

A. Regular Full-Time Seniority.

B. Part-Time Seniority.

3. When a full time permanent vacancy occurs on a shift or site, the Company will give consideration to written requests from employees seeking transfer to that shift and site by the employee with the greatest seniority. Such shift/site changes shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which he transferred within forty-five (45) working days, unless he agrees to remain on the new shift.

4. If all personnel evaluations are equal than seniority will be the determining factor for promotions to a supervisory position in the bargaining unit. That employee promoted to the supervisory position shall retain their seniority for a period of sixty (60) calendar days, but will not accumulate seniority while acting in a supervisory capacity. If the employee returns to the bargaining unit after the sixty (60) calendar days, that employee will return to a job to which the employee's seniority entitles them. If an employee, who after ninety (90) calendar days as a supervisor, returns to the bargaining unit, will lose seniority standing and return to the bottom of the full-time seniority list. This loss of seniority will not affect the employees amount of

benefits, concerning amounts of vacations, insurance, health benefits and other benefits that pertain to "amounts of".

5. Laid-off employees shall have callback rights according to their bargaining unit seniority in inverse order of seniority. In case or recall laid-off employees will be notified by telegram or registered mail, return receipt, at their last known address. In the event the employee so notified and receives notice, fails to report for work, within three (3) calendar days after receipt of such notice, the employee's seniority and employment shall be terminated. However, if the employee is prevented from reporting because of sickness or emergency involving himself or immediate family, or other legitimate reason, and so notifies the Company within the initial three (3) day period and presents documented proof, the employee shall be allowed an additional ten (10) days in which to return to work. It will be the responsibility of all employees to keep the Company informed of any address changes.

6. An employee who is unable to report to work because of a non-occupational injury or illness shall continue to accumulate seniority, except that the employee shall be subject to lay-off according to that employee's seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of disability.

7. The Company agrees to prepare a updated seniority list of all employees covered by this Agreement that shall be posted on the bulletin board along with a copy sent to the Local Union, every six (6) months.

8. Employees shall lose their seniority for any of the following reasons:

- A. Resignation
- B. Discharge for just cause
- C. Absence from work for three (3) consecutive days without notice to the Company.
- D. Exceeding a leave of absence.
- E. Giving a false reason for obtaining a leave of absence

9. For the purpose of lay-off and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four (4) digits of their social security numbers to be the most senior employee

10. If more than one full-time employee is laid-off, any available part-time hours shall be shared between them equally.

ARTICLE 12

WORKWEEK

1. The normal workweek shall commence at 0001 Monday and end 2400 Sunday. The normal day shall consist of twenty-four (24) hours beginning at 0001 hours and the normal work day shall consist of seven and one-half (7 1/2) hours, eight (8) hours to twelve (12) consecutive hours.

2. Changes in hours of work may be made whenever necessary, a forty-eight (48) hour notice shall be given in advance of such changes. In cases of emergency the Company may make changes in the schedules without the forty-eight (48) hour notice. If the employee is off duty, the supervisor shall make personal contact. A telephone message shall not be considered personal contact. All such changes on the schedule will be initialed and dated by the supervisor making the change.

3. The Company will give notice of employee's regular scheduled days off.

4. Nothing in the Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing contained in this Agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal workday or workweek.

5. The Company shall fill all bargaining unit open positions that are caused due to sick leave, vacation, bereavement or any other reason with bargaining unit members. Supervisory personnel including but limited to Shift Supervisors, Area Managers, Staff Supervisors and the Project Manager shall not perform bargaining unit work except in cases of emergencies and during training of bargaining unit employees.

ARTICLE 13

PART-TIME EMPLOYEES

1. A part-time employee is defined as one who is regularly scheduled to work less than thirty-two (32) hours within a workweek. Part-time employees will have seniority only among part-time employees. Part-time employees shall be placed full-time in the order in which they were hired unless the Company can show just cause on why the employee(s) are being bypassed. Any part-time employee who is offered a full-time position and refuses it shall be placed at the bottom of the list for the next full-time position.

2. Any part-time employee who becomes a full-time employee shall be placed upon the full-time seniority roster on the date that he becomes a full-time employee, provided that he has completed the probationary period.

3. Part-time employees are entitled to receive pro-rated vacation and holiday pay pursuant to the Service Contract Act. Full-time employees after completing the probationary period, who are thereafter voluntarily placed on part-time work, will retain their full-time seniority; however, they shall not accumulate full-time seniority while working as a part-time employee. If they later return to full-time employment they will return to a position on the seniority roster to which their full-time seniority entitles them

ARTICLE 14

GENERAL WAGE PROVISIONS

1. All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in the Addendum attached hereto and made a part hereof.

ARTICLE 15

OVERTIME COMPENSATION

1. It is understood that when overtime work is necessary it shall be offered to the employee with the most seniority. Once that employee accepts the overtime, that employee's name will go to the bottom of the seniority list. The Company will then go to the employee with the second most seniority for the next opening for overtime and so on down the seniority list, until all employees in the seniority list are used for overtime.

2. For purposes of equalization of overtime, overtime work offered an employee, whether worked or not worked shall be considered as overtime worked for equalization purposes. An overtime record shall be maintained by the Company and posted and made available to the employees.

3. No part-time employees shall be asked to work overtime until all the full-time employees are asked first, according to seniority. The Company may use part-time employees to fill open positions as long as no overtime is involved.

4. For all thirty- seven and one-half hour (37 1/2) employees and thirty-six (36) hour employees, overtime shall be offered at a minimum of six (6) hours of work.

5. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium or overtime payment is due under this Agreement, only the higher rate shall apply.

6. Time and one-half the employee's regular hourly rate of pay will be paid for work in excess of forty (40) hours in any workweek.

ARTICLE 16

HOLIDAYS

1. All employees shall receive the following paid holidays:

New Years Day	Columbus Day
Martin Luther King Day	Presidents Day
Memorial Day	Labor Day
Independence Day	Veterans Day
Thanksgiving Day	Christmas Day

In addition to the holidays listed above, any other day designated by Federal Statute, Executive Order or Presidential Proclamation that specifically identifies and includes government contracted employees, as a holiday or a day off with pay will be considered as a paid holiday,

2. For any employee who does not work the holiday they will be paid either eight (8) hours pay if they work a regular eight (8) hour turn. For any employee who works a regular twelve (12) hour turn, those employees will be paid for twelve (12) hours pay.

3. For any employee who works the holiday they will be paid double time their regular scheduled hours of work.

4. In order to be paid for holiday pay the employee must work his last scheduled workday proceeding and the first scheduled workday following the holiday, unless the Company excuses his absence.

5. An employee eligible to receive holiday pay who is scheduled to work on a holiday and who after being assigned, refuses or fails to report to work without reasonable cause, shall not receive holiday pay and shall be subject to such disciplinary action as is appropriate under the circumstances.

6. If a holiday falls on an employee's vacation, then that employee shall receive either holiday pay, or in lieu thereof, the holiday will be added to his vacation period as an extra day of vacation. The Company shall advise the employee in advance of their decision.

7. Holiday pay shall not be used for the purpose of computing overtime.

ARTICLE 17

VACATIONS

1. Employees covered by this Agreement shall receive vacation benefits in accordance with the Service Contract Act. All vacation benefits will be paid at the hourly rate in effect at the time. Vesting of vacation is based upon vacation earned by the employee with continuous service, without a break in service, in accordance with the Service Contract Act.

<u>Service Completed</u>	<u>Vacation Amount</u>	<u>Vacation Pay</u>
1 to 5 years	2 weeks	80 hours
After 5 years	3 weeks	120 hours
After 10 years	4 weeks	160 hours

2. Vacation pay will be at the employee's straight time hourly rate, including shift differential if any. Part-time employees vacation benefit hours will be prorated in accordance with the Service Contract Act.

3. Vacation selection will be by seniority, with the oldest employee, in seniority, selecting first and then going thru the seniority list. The Company must notify the employee, in writing, within seven (7) calendar days that his selection is approved or disapproved.

4. When an employee's approved vacation is cancelled due to operational requirements, the Company must give as much advanced notice as possible to the employee. The employee may elect to receive the amount of vacation weeks canceled as pay in addition to working the canceled weeks or attempt to reschedule the employee's vacation during any open weeks available.

5. There will be a calendar placed every year on the bulletin board at Security Headquarters for vacation scheduling. All out post positions will be notified also of vacation selection. Before an employee submits a vacation slip, the employee will be responsible to check this board to see if the day or days or week is open for selection. The employee will submit the vacation selection to the Shift Supervisor or Security Captain

6. The amount of employees allowed off at any one time may be limited due to operational requirements. When operational requirements allow more than one employee to be scheduled off on any one day, the Company will try and accommodate as many employees as possible as long as it does not result in overtime costs. If there are more than one employee who submits vacation requests on the same day, preference will be given to the most senior employee.

7. If employees are unable to go to Security Headquarters to look at the vacation schedule, employees can call the Shift Supervisor or Security Captain before submitting their request and they will be notified of the status of any given period.

8. Health and welfare benefits will continue to be paid when an employee is on vacation.

ARTICLE 18

LEAVES OF ABSENCE

1. Upon written request, a leave of absence without pay for a period not to exceed fifteen (15) days in any calendar year shall be granted to not more than three (3) employees at a time to attend Union conventions and/or Conferences without loss of seniority rights and benefits. The Company may disapprove of such leave of absence due to emergencies or as client contract operations demand.

2. Upon written request, a leave of absence without pay for compelling personal reasons for a period no to exceed thirty (30) Calendar days may be granted by the Company. Any extension shall be requested in advance and shall be at the Company's sole discretion. Such leave of absence shall not be used for work or seek work with another employer. An employee not returning to work from a leave of absence shall be considered terminated from employment.

3. The Company will grant Union leaves of absence without pay to employees upon written notice from the International Union or the Local Union, not to exceed one (1) year without the loss of seniority rights or the right to continue then existing benefits by his own payment.

4. An employee who is a member of the Military Reserve will be granted a leave of absence without pay when ordered to active duty for annual training.

5. The re-employment and seniority status of any employees hereunder who, while in the active service of the Company, enter the armed services, or during wartime enter the merchant Marines of the United States, shall be governed by the Provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

6. The provisions of the Family and Medical Leave Act (FMLA) will be complied with by the Union and Company. Company policy and procedures will be followed to comply with the provisions of the FMLA.

ARTICLE 19

BEREAVEMENT LEAVE

1. The Company shall pay full-time employees up to three (3) work days off for absence caused by the death of employee's parents, spouse, child, brother, sister, mother-in-law or father-in-law between the date of death and the date of the funeral inclusive. The Company shall pay full-time employees one(1) work day for absence caused by the death of an employee's grandparents, aunt, uncle, brother-in-law or sister-in-law in order to attend the funeral.

ARTICLE 20

JURY DUTY

1. The Company shall pay all full-time employees, who are called to serve as a juror, the difference between his/her regular pay and the daily jury fee received for a maximum of five (5) days. Proof from the Clerk of Courts must be secured indicating the number of days served.

ARTICLE 21

SICK DAYS AND PERSONAL DAYS

1. The Company will provide three (3) paid days for sick time an employee may use each year. The days may be used only when an employee is sick. A doctor's certification may be required when an employee takes three (3) days off in a row. Sick days will not accumulate from year to year, but shall be lost if the days are not used for sick time each year.

2. For each six (6) months an employee works without any loss of time, the Company shall allow an employee a personal day off with pay. The requested day off shall normally be granted by the Company, unless operational requirements prevent it. The employee may accumulate no more than two (2) days per year. If the days cannot be taken because of operational requirements, than the Company shall pay the employee in the last pay period of the year.

ARTICLE 22

UNIFORMS

1. All uniform and equipment considered necessary by the Company will be furnished by the Company at no cost to the employee. Employees shall maintain such uniform and equipment in accordance with Company standards.
2. Uniforms and equipment issued by the Company are to be worn and/or used by the employees only in the performance of their assigned duties and in accordance with the Company's contract with its client. The wearing and/or use of Company issued uniforms and equipment in the course of any other employment or activity will be cause for discipline, up to and including termination.
3. The Company will provide designated equipment as required by the contract or determined to be needed by Company Management. The type and style of equipment is at the discretion of the Company consistent with the contract. Replacement of issued equipment for fair wear and tear will be at no cost to the employee.
4. All costs for alterations required to properly fit the uniform or to attach patches or other attachments that are required by the Company will be paid for by the Company.
5. The Company will provide each employee with two pairs of quality footwear during the term of this contract.

ARTICLE 23

FIREARMS QUALIFICATIONS AND TRAINING

1. The Company shall be responsible for providing all employees with quality and safe new firearms and with firearm qualifications and training. Employees shall be paid for all qualification and training time if they are schedule for training on a regular day off.
2. The Company will pay for all costs of permits and licensing and Act 235 re-certification.
3. The Company and Union will form a committee to determine the safety and quality of the present firearms and to decide when new firearms will be issued.

ARTICLE 24

MISCELLANEOUS PROVISIONS

1. Each employee covered by this Agreement will be provided with the following relief/break time.

EIGHT HOUR TURN.

- A. During the second hour of the turn a fifteen (15) minute break.
- B. During the third hour to the fifth hour of the turn , a unpaid lunch break.
- C. Between the sixth and eighth hour of the turn a fifteen (15) minute break

TWELVE HOUR TURN

- A. During the first four(4) hours of the turn a fifteen (15) minute break.
- B. During the second four(4) hours of the turn a thirty (30) unpaid lunch break
- D. During the third four hours of the turn a fifteen (15) minute break

If any employee does not receive the listed amount of breaks and time, that employee will be paid for the loss of any break time.

2. Any full time vacancies within the Security Department will be posted on the bulletin board and also FAXed to the outlying offices /posts for a period of ten working days.

3. No employee shall be forced to provide more than twelve (12) hours of service in a twenty-four(24) period, unless the work periods are separated by an eight (8) hour non-duty period, Exceptions shall be for extreme emergencies, civil disturbances, natural disasters

4. An employee called into work and who reports for duty will be guaranteed a minimum of four (4) hours of work or pay.

5. The Company will pay for any type of inoculations that an employee believes he has a chance of contacting any harmful disease while at work.

6. All employees required to travel to other than their home facility will be paid mileage, round trip, at the current government rate. Upon completion of travel the employee will submit a signed travel voucher requesting reimbursement. Payment will be made in their payroll check following the date submitted.

7. If any employee discovers an error in the amount of pay, the Company will correct the error and insert the difference in the next payroll period .

A shift differential pay, effective upon ratification of the contract, will be paid to any employee required to work any hours between 1600 hours and 0600 hours at an additional rate of thirty-five cents (0.35) per hour.

2. SHIFT DIFFERENTIAL

1. Effective June 1, 2004 the base hourly rate for all employees shall be \$13.93 per hour.

WAGES

APPENDUM

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LETTERS OF UNDERSTANDING

Letter of Understanding #1
The Parties agree an unpaid personal leave of absence may be granted by the Company for good and sufficient reasons. This Leave of Absence can be granted up to a six month period. After the leave of absence(s) the employee involved will be returned to his/her original post without loss of seniority.

Letter of Understanding #2
The Parties agree to cooperate in regards to employee requested benefits paid by the employee through payroll deductions. This letter in no way requires any employee to apply for such employee paid benefits.

Letter of Understanding #3
Part-time employees will be mandated, if necessary, to work any open turns that become vacant, especially Fridays, Saturdays and Sundays, before the Company can change any full-time employee's schedule

AMENDMENT TO Article (Misc.) for Agreement between

The International Union
Security*Fire Professionals of America(SFFPA)

And

Superior Protection, Inc

MEMORANDUM OF AGREEMENT

AGREEMENT made this 23rd day of August 2004 by and between the International
Union of Security*Fire Professionals of America (SFFPA) and Superior
Protection, Inc. (the Company)

WHEREAS, the Union and the Company are parties to a collective bargaining agreement
effective June 2004, ("Agreement"), which covers the non-supervisory employees
employed by the Company in various federal buildings in Eastern Pennsylvania, and

WHEREAS, the parties hereto wish to amend the provisions in the Agreement to provide
for compensation, effective September 1, 2004, for those employees who are not afforded
a full 30 minute, uninterrupted meal break. (provided they have worked sufficient hours
to entitle them the break),

NOW, THEREFORE, it is hereby agreed that Article "Misc." of the Agreement shall be
and hereby is amended effective September 1, 2004, by adding a new section "tercio,"
which will read in its entirety, as follows:

If an employee does not receive an uninterrupted, 30 minute meal break on any day during which the employee is at work for at least (6) hours, the Company shall pay the employee straight time wages for the 30 minutes plus an additional \$5.50 for each and every such day. The additional \$5.50 per day shall only be paid for those days actually worked and not for holidays, sick days, or vacation days during which the employee does not work. This \$5.50 per day will be included in the employee's paycheck and subject to payroll taxes.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal on this 23rd day of August, 2004.

FOR THE UNION

Joseph B. Durbin
Joe Durbin
President, Local 502-SPPA

FOR THE COMPANY

John B. Bailey
John B. Bailey
Chief Financial Officer

EXHIBIT 17

Employee Folder Certification Layout

Purpose: The purpose of this 3 part system is to make the inspections process quicker and smoother for the both the Contractor and the federal officials. The paperwork necessary for each section of the folder shall be placed in the following order and held together with 2 prong metal hangers. The Contractor shall use a 3- part folder to file employee certification, etc.

Section One

1. Copy of FPS Form T176, Statement of Personal History for Contract and Childcare Personnel
2. Copy of the I-9
3. Copy of Drug screening
4. Copy of Medical Examination
5. Copy of High School (HS) diploma or GED or transcript or letter from HS.(full date of graduation)
6. Copy of Preliminary Suitability or final suitability
7. Copy of the CERTS home page (incl Suit. Date and test date w/ score)
8. Copy of Military DD214 (work experience)

Section Two

1. Copy of First Aid certification (cert)
2. Copy of CPR cert.
3. Copy of BBP cert.
4. Firearms cert (GSA form 2790)
5. Copy of Domestic Violence Inquiry
6. Copy of Federal Training , 8 hrs (cert / letter)
7. Copy of Federal Training , Magnetometer / x-ray (cert / letter)
8. Copy of basic 72 hr contractor Trng. (Supervisory / officer)
9. Copy of 40 hr contractor refresher (every 2 years)
10. Copy of 40 hrs firearms (1 time)
11. Copy of State Certification and individual permits

Section Three

To be used by the Contractor for ancillary training, commendations, disciplinary action, and whatever else is deemed necessary by the Contractor.

EXHIBIT 18

DOMESTIC VIOLENCE CERTIFICATION

Public Law 104-208 & USC Section 921, 922, and 925

1. Public law 104-208 has amended Title 18, United States Code, Section 921, 922, and 925, making it unlawful for any person convicted of a misdemeanor crime of domestic violence (spousal abuse, parent abuse, child abuse, etc.) to ship, transport, possess, or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.

2. Therefore, anyone ever convicted of this subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence **CAN NOT** possess a firearm or ammunition, such a person may **NOT** perform as an armed Contract employee.

3. For that reason, this Contract requires that each and every Contract employee(s) read and complete the following written statement that shall be included in their employee record(s), as maintained by the Contractor and subject to Government's review and inspection, prior to that employee being employed on this Contract.

3a. Have you ever been convicted of a misdemeanor crime of DOMESTIC VIOLENCE, as defined by 18 U.S.C & 921(a) (33) and this Contract clause?

YES _____

NO _____

3b. If you answered YES, provide the following information with respect to each conviction.

- a. Court / Jurisdiction:
- b. Docket / Case Number:
- c. Statute / Charge:
- d. Date Sentenced:

3c. I certify that, to the best of my knowledge and belief, all of the information provided by me here is true, correct, current, complete and made in good faith. I understand that a false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal Law, including 18 U.S.C & 1001

Signature _____ *Date Signed:* _____

Name: _____ *Title* _____

(Print your complete legal name-“John Jay Hill, II”
“Jane Alice Doe- Jones,” etc)

(Print your title --“Security Officer, Site
Supervisor, Field Supervisor” etc.)

EXHIBIT 19

PERFORMANCE EVALUATION PLAN

1. Evaluation Procedure

An evaluation panel will be established by the FPS Contracting Officer consisting of Contracting Officer, the Contracting Officer's Representative and on-site Government personnel to determine the amount of performance incentive earned for the period in question.

The panel will assign a rating to the Contractor's performance on a quarterly basis * using the criteria set forth below. This rating will be forwarded to the Contracting Officer who will make the appropriate adjustment to the price for services rendered during the evaluation period.

2. Evaluation Plan

The Contractor's performance shall be reviewed according to the performance criteria set forth in the contract. The panel shall gather at an established location, all evaluation information collected during that period. Much of this information will be the result of personal observations. The remainder will consist of reports prepared and documented. The panel may use comments submitted by building tenants through written surveys or other means. Any observations that include serious negative factors shall be supported by a written report previously to the Contractor. The panel shall review the data collectively and arrive at a performance evaluation score. This score shall apply only to the work performed during the specific period under evaluation.

3. Evaluation Criteria

The Contractor's performance shall be evaluated against the criteria set forth in the contract at Section G, paragraph 3.B.1. In addition to these criteria, the Contractor shall also be evaluated on the following supplemental criteria:

A. Management Performance – These factors take into account the Contractor's corporate responsiveness to FPS contractual requirements:

- Management Organization – Organization and effectiveness of Project Management and Supervision
- Corporate Organization – Interface and involvement of the Contractor's senior corporate representatives
- Quality Control Plan – Consistency and effectiveness of Project QC Plan
- Contract Administration – Contractor's ability to administer the contract and to develop fiscal response to contract modifications

B. Technical Performance – These factors consider the Contractor’s ability to manage and direct a major contract security operation:

- Ability to respond to contract changes to include the addition of posts and contract locations on short notice
- Logistics – Ability to meet fiscal responsibilities such as payroll, equipment and supply purchases and personnel recruiting
- Ability to meet established goals for participation of Small, Small Disadvantaged and Women-owned Small Businesses (when applicable)
- Facility Security Clearance – Ability to maintain required security clearances and to process and provide cleared personnel.

4. Scoring and Rating System

A. Definitions:

Outstanding Performance – A pattern of performance that consistently and significantly exceeded the minimum contractual requirements

Superior Performance – A pattern of performance that clearly exceeded the minimum contractual requirements more often than not and rarely or never failed to meet minimum requirements

Fully Acceptable Performance – A pattern of performance that consistently met the minimum contractual requirements and rarely or never failed to meet minimum requirements

Marginally Acceptable Performance – A pattern of performance that clearly did not meet the minimum contractual requirements on a significant number of occasions but did not fail to meet minimum requirements so frequently or to such a degree as to have a significant negative impact on accomplishment of the work

Unacceptable Performance – A pattern of performance that failed to meet the minimum contractual requirements so frequently or to such a degree as to have a significant negative impact on accomplishment of the work

B. The amount of the performance incentive payable to the Contractor shall be determined by applying the Government-determined award rate against the total award fund available. The award rating scale is shown below:

<u>Rating</u>	<u>Numerical Score</u>	<u>Performance Incentive Earned</u>
Outstanding	90-100	90-100%
Superior	75 - 89	75 - 89%
Fully Acceptable	60 - 74	60 - 74%
Marginally Acceptable	50 - 59	50 - 59%
Unacceptable	0-50	0%

C. The Government considers that a performance rating of “unacceptable” indicates a level of performance which does not warrant payment of any of the performance incentive fund.

5. Contractor Self-Evaluation

The Contractor may offer to the panel a self-evaluation of its performance using the evaluation criteria. If so, information regarding mitigating circumstances may be provided to the panel prior to its meeting to discuss specific matters that have occurred during the rating period. Preparation of the final award rating shall be a unilateral determination by the Government. The Contractor may prepare an evaluation review letter for the Government’s consideration, but must abide by the Government’s final evaluation decision.

*Note: For contracts containing performance periods of less than one year (for example, an initial performance period of 10 months), performance evaluations may cover a period of few than three months.

EXHIBIT 20

PAST PERFORMANCE QUESTIONNAIRE

SECURITY SERVICES in the
State of Pennsylvania (excluding the following counties: Bucks, Chester,
Delaware, Montgomery and Philadelphia)

The Federal Protective Service is seeking past performance information on a Contractor that submitted an offer for the project listed above. We would greatly appreciate your input regarding the quality of the Contractor's past performance on the project listed below. Your completed questionnaire may be faxed to Dan Correnti at (215) 521-2169. Questions may be directed to him at (215) 521-2138.

CONTRACTOR IN QUESTION: _____

PROJECT IN QUESTION: _____

QUESTIONS

PERFORMANCE:

On a scale of 0 to 10, please rate the Contractor on the following areas of performance (scale is defined with each factor).

1. How consistent is the Contractor in providing required staffing at each post of duty?

0 – Posts are frequently lacking the assigned number of staffing, or staffing is frequently late in reporting.

10 – Posts are consistently fully staffed in a timely manner

Rating: _____

Comments: _____

2. How consistent is the Contractor in providing employees who report to duty properly groomed, uniformed and equipped?

0 – Contractor employees are consistently sloppy in appearance and the cleanliness and operating condition of equipment and weapons is often deficient.

10 – Contractor employees are consistently well groomed and consistently report to posts with the proper equipment, weapons and ammunition.

Rating: _____

Comments: _____

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Do Not Remove This Notice.

Properly Destroy Documents When No Longer Needed

3. How consistent is the Contractor in keeping training records, certifications and related documentation complete, accurate and current?

0 – Training records, certifications and related documentation is often missing, inaccurate or out of date.

10 – Training records, certifications and related documentation is consistently on file, accurate and current.

Rating: _____

Comments: _____

4. Rate the overall level of professionalism, attentiveness and bearing of the Contractor's workforce.

0 – Contractor employees demonstrate a low level of understanding of their assignments, are often engaged in unauthorized activity and are inattentive to their duties.

10 – Contractor employees consistently understand and carry out their jobs and are fully attentive to their duties

Rating: _____

Comments: _____

5. How effective is the Contractor in identifying potential problems and resolving them on his own?

0 – Contractor consistently fails to identify and resolve problems on his own

10 – Contractor is consistently pro-active in identifying potential problems and recommending solutions

Rating: _____

Comments: _____

6. How effectively does the Contractor respond to problems presented to him by owner and tenant representatives?

0 – Contractor consistently fails to react and successfully address problems presented to him by owner and tenant representatives.

10 – Contractor consistently reacts appropriately and successfully addresses problems presented to him by owner and tenant representatives.

Rating: _____

Comments: _____

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7. Rate the Contractor's quality control of the project.

0 – Contractor does not resolve quality of work issues and the project suffers due to lack of quality control.

10 – Contractor resolves quality of work issues and services flow smoothly resulting in a high quality project.

Rating: _____ Comments: _____

8. Rate the Contractor's overall management of the project.

0 – Contractor is not proactive and services suffered due to lack of management.

10 – Services progressed smoothly, management was proactive and responsive and the project was successful.

Rating: _____ Comments: _____

9. If you had a choice, would you hire this Contractor again? Why or why not?

10. In summary, would you describe the quality of the Contractor's services and overall performance as:

- a. _____ significantly better than acceptable
- b. _____ slightly better than acceptable
- c. _____ acceptable
- d. _____ slightly less than acceptable
- e. _____ entirely unacceptable

Your Name: _____ Your Position: _____

Company: _____ Telephone No: _____

Fax: _____ E-mail address: _____

