

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 03/28/2008	2. CONTRACT NO. (If any) GS-07F-0305L	6. SHIP TO:	
3. ORDER NO. HSCEC7-08-F-00041		a. NAME OF CONSIGNEE ICE FPS Fort Worth	
4. REQUISITION/REFERENCE NO. PJ8R700125A			

5. ISSUING OFFICE (Address correspondence to) ICE/FPS/Central CCG/Region 7 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412		b. STREET ADDRESS Immigration and Customs Enforcement Federal Protective Service 1901 North Highway 360 Suite 500	
		c. CITY Grand Prairie	e. ZIP CODE 75050-1412
7. TO:		d. STATE TX	

a. NAME OF CONTRACTOR The J. Diamond Group, INC.		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER	

c. STREET ADDRESS 13101 Preston Road Suite 212		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR:	
d. CITY Dallas		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE TX	f. ZIP CODE 75240-5220	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	

9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED SPREADSHEETS		10. REQUISITIONING OFFICE ICE FPS Grand Prairie	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination					(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)
	Tax ID Number: 75-2568071 DUNS Number: 883217606 Armed Guard Services for Corpus Christi/Victoria Areas. Contract No. GS-07-F-0305L. Task Order No. HSCEC7-08-F-00041. PDN No. PJ8R7-00125A. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHSICE				\$454,170.43		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center Attn: FPS Region 07 Invoice P.O. Box 1279 or: invoice.consolidation@dhs.gov						
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1279	\$454,170.43		

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Benjamin L. Morrow TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 03/28/2008	CONTRACT NO. GS-07F-0305L	ORDER NO. HSCEC7-08-F-00041
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)													
	<p>Admin Office: ICE/FPS/Central CCG/Region 7 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Benjamin L. Morrow Grand Prairie TX 75050-1412</p> <p>Period of Performance: 04/01/2008 to 09/30/2008</p>																		
0001	<p>Armed Guard Services for Corpus Christi/Victoria Areas. Contract No. GS-07-F-0305L. Task Order No. HSCEC7-08-F-00041. PDN No. PJ8R7-00125A.</p> <p>Effective date of award 04/01/2008. Base period of 6 months and two (2) three (3) one-month option periods. In accordance with the attached Exhibit I; Statement of work (SOW) (Part I); Exhibits (Part II), and FAR and HSAR clauses (Part IV); and Amendment 00001, dated 02/21/2008 and Amendment 00002, dated 2/25/2008.</p> <p>Wage Determinations: Corpus Christi/Victoria CBA.</p> <p>Billing or invoicing shall be based on the following monthly maximum totals (less any required deductions) for the period of April 1, 2008 through September 30, 2008:</p> <table border="0"> <tr> <td>April 2008</td> <td>\$ (b)(4)</td> </tr> <tr> <td>May 2008</td> <td>\$</td> </tr> <tr> <td>June 2008</td> <td>\$</td> </tr> <tr> <td>July 2008</td> <td>\$</td> </tr> <tr> <td>August 2008</td> <td>\$</td> </tr> <tr> <td>September 2008</td> <td>\$</td> </tr> <tr> <td>TOTAL</td> <td>\$454,170.43</td> </tr> </table>	April 2008	\$ (b)(4)	May 2008	\$	June 2008	\$	July 2008	\$	August 2008	\$	September 2008	\$	TOTAL	\$454,170.43	1	LS	454,170.43	454,170.43
April 2008	\$ (b)(4)																		
May 2008	\$																		
June 2008	\$																		
July 2008	\$																		
August 2008	\$																		
September 2008	\$																		
TOTAL	\$454,170.43																		
	Continued ...																		

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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

DATE OF ORDER
03/28/2008

CONTRACT NO.
GS-07F-0305L

ORDER NO.
HSCEC7-08-F-00041

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Contracting Officer Technical Representative (COTR) : David Boswell, (817) 649- (b)(2)Low</p> <p>All other terms and conditions remain unchanged.</p> <p>////////// Last Item////////// Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>The total amount of award: \$454,170.43. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

Contract Number HSCEC7-08-Q-00004
 Contractor: J Diamond Group
 Modification: Base

PDN No
 Corpus Christi/Victoria Area
 FY08, April 2008 - September 2008

April	\$	(b)(4)
May	\$	
June	\$	
July	\$	
August	\$	
September	\$	
TOTAL		\$454,170.43

	Productive	Supervisory
	(b)(4)	

Productive	\$	(b)(4)
Supervisory		
TOTAL		\$454,170.43

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: PJ9R700022
 PAGE OF PAGES: 1 / 2

2. AMENDMENT/MODIFICATION NO.: P00001
 3. EFFECTIVE DATE: 10/01/2008
 4. REQUISITION/PURCHASE REQ. NO.: PJ9R700022
 5. PROJECT NO. (if applicable):

6. ISSUED BY: ICE/FPS/CENTR CC
 CODE: ICE/FPS/CENTR CC
 ICE/FPS/Central CCG/Region 7
 Immigration and Customs Enforcement
 Federal Protective Service
 Office of Acquisition Management
 1901 North Highway 360, Ste. 500
 Grand Prairie TX 75050-1412

7. ADMINISTERED BY (if other than Item 6): ICE/FPS/Central CCG/Region 7
 CODE: ICE/FPS/CENTR CC
 Immigration and Customs Enforcement
 Ofc of Acquisition Management - FPS
 1901 North Highway 360, Ste. 500
 Attn: Benjamin L. Morrow
 Grand Prairie TX 75050-1412

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code):
 J DIAMOND GROUP INC, THE
 THE DIAMOND GROUP
 13101 PRESTON ROAD, SUITE 212
 DALLAS TX 752405220

9A. AMENDMENT OF SOLICITATION NO.:
 9B. DATED (SEE ITEM 11):
 10A. MODIFICATION OF CONTRACT/ORDER NO.: GS-07F-0305L
 HSCEC7-08-F-00041
 10B. DATED (SEE ITEM 11): 03/28/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required):
 (b)(2)Low

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority):
 X Bilateral. Agreement by both parties.

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

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

DUNS Number: 883217606
 Armed Guard Services for Corpus Christi/Victoria Areas. Contract No. GS-07-F-0305L. Task Order No. HSCEC7-08-F-00041.
 Discount Terms:
 (b)(4)

Delivery Location Code: ICE/FPS/FORT WORTH
 ICE FPS Fort Worth
 Immigration and Customs Enforcement
 Federal Protective Service
 1901 North Highway 360
 Suite 500
 Continued ...

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

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

Jeanette S. Diamond, President
 Benjamin L. Morrow

15C. DATE SIGNED: 9/30/08
 15D. UNITED STATES OF AMERICA
 15E. DATE SIGNED: 9-30-08

(Signature of person authorized to sign)
 (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
J DIAMOND GROUP INC, THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Grand Prairie TX 75050-1412</p> <p>FOB: Destination Period of Performance: 10/01/2008 to 03/31/2009</p> <p>Add Item 0002 as follows:</p> <p>The purpose of this modification to Contract GS-07F-0305L/Task Order HSCEC7-08-F-00041 is to exercise the Option 1 period and Option 2 period. This task order is hereby modified as follows:</p> <p>Exercise Option 1 and Option 2 to continue armed guard services for the Corpus Christi Texas area. Therefore, pursuant to authority of FAR 52.217-9 (Option to Extend the Term of the Contract) (March 2000), the Government hereby exercise Options 1 and Option 2. The period of performance shall be October 1, 2008 through December 31, 2008 for Option 1 and January 1, 2009 through March 31, 2009 for Option 2.</p> <p>The estimated cost for Option 1 and Option 2 is \$453,086.78. Although the Government is exercising the Option 1 and Option 2, funding will not be obligated at the time of this modification. Therefore, pursuant to authority of FAR 52.232-18 "Availability of Funds", April 1984 (SAF), funds are not available.</p> <p>This SAF modification does not include the scope of works for Options 1 and 2 and/or other necessary changes for FY-08 and/or FY-09. The funding modification will include the required scope of works for these options periods and any other necessary changes for FY-08 and/or FY-09.</p> <p>Except as modified herein, all other terms and conditions of this task order HSCEC7-08-F-00041 remain unchanged and are in full force and effect. Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: (b)(2)Low \$453,086.78 (Subject to Availability of Funds)</p>	1	LS	453,086.78	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00002 10/08/2008 PJ9R700022A

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than Item 6) CODE
 ICE/FPS/CENTR CC ICE/FPS/CENTR CC
 ICE/FPS/Central CCG/Region 7
 Immigration and Customs Enforcement
 Federal Protective Service
 Office of Acquisition Management
 1901 North Highway 360, Ste. 500
 Grand Prairie TX 75050-1412

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 The J. Diamond Group, INC.
 13101 Preston Road
 Suite 212
 Dallas TX 75240-5220

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
 GS-07F-0305L
 HSCEC7-08-F-00041
 10B. DATED (SEE ITEM 11)
 03/28/2008

CODE 111111111111 FACILITY CODE
 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 See schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X Bilateral agreement

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 883217606
 Armed Guard Services for Corpus Christi/Victoria Areas. Contract No. GS-07-F-0305L. Task Order No. HSCEC7-08-F-00041. PDN No. PJ9R700022A.
 Discount Terms:
 (b)(4)
 Delivery Location Code: ICE/FPS/FORT WORTH
 ICE FPS Fort Worth
 Immigration and Customs Enforcement
 Federal Protective Service
 1901 North Highway 360
 Suite 500
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Benjamin L. Morrow

16B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. UNITED STATES OF AMERICA 16C. DATE SIGNED
 Signature of person authorized to sign 10/15/08 Signature of Contracting Officer 10-16-08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-07F-0305L/HSCCEC7-08-F-00041/P00002

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR

The J. Diamond Group, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Grand Prairie TX 75050-1412</p> <p>FOB: Destination Period of Performance: 04/01/2008 to 09/30/2008</p> <p>Add Item 0003 as follows:</p> <p>Armed Guard Services for Corpus Christi/Victoria Areas. Contract GS-07F-0305L/Task Order HSCCEC7-08-F-00041. PDN No. PJ9R700022A.</p> <p>The purpose of this administrative no-cost modification is to correct the form used to award task order HSCCEC7-08-F-00041. The task order was awarded on Form 347. The task order should have been awarded using Form 1449 by bilateral agreement. The execution of this modification shall not change the terms and conditions of the task order, it remains as awarded on 03/28/2008.</p> <p>Except as modified herein, all other terms and conditions of this task order HSCCEC7-08-F-00041 remain unchanged and in full force and effect.</p> <p>////////// Last item ////////// Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>	1	LS	0.00	0.00

PART I – STATEMENT OF WORK

1. Use of Acronyms

This document contains numerous acronyms. Whenever a new term is introduced that will be referred to by an acronym, the acronym will appear next to the term in parentheses (). The acronyms that will appear most frequently in this document are listed below for easy reference:

ATR	Agency Technical Representative
BICE	Bureau of Immigration and Customs Enforcement
CGIM	Contract Guard Information Manual
CHR	Contract Hourly Rate
CM	Contract Manager
CO	Contract Officer
COTR	Contract Officer's Technical Representative
ACOTR	Assistant Contract Officer's Technical Representative
DHS	Department of Homeland Security
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FPO	Federal Protective Officer
FPS	Federal Protective Service
FSS	Federal Supply Schedule
GSA	General Services Administration
GSAR	General Services Acquisition Regulations
SAS	Special Additional Services
SF30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
TAS	Temporary Additional Services

The following terms, as used in this SOW, are synonymous:

Price Quotation – Part II Exhibit 1 (Price Schedules and Summary Worksheet)
Contractor – Federal Supply Schedule Contractor and Offeror
Solicitation – Request for Quotation

2. Introduction (Scope of Work)

The Contractor shall furnish all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided by the Government), and shall plan, schedule, coordinate and ensure effective performance of all services described in this SOW. The successful contractor's current Federal Supply Schedule for armed guard services is incorporated into this SOW at the time of the award of a Task Order. The Government intends to award one task order for Armed Guard Services as indicated on the Price Worksheets Part II, Exhibit 1, of this SOW.

3. Introduction (FPS)

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

FPS is a part of U. S. Department of Homeland Security, U.S. Bureau of Immigration and Customs Enforcement (ICE) and is responsible for the security and law enforcement in Government controlled buildings, as well as the buildings' tenants and visitors.

Contract security guards have a crucial and highly visible role in FPS's mission. They are usually the first, and sometimes the only contact visitors have with FPS. They are usually the first line of defense in a Government controlled facility. Visitors and federal employees do not usually distinguish between FPS police officers and contract guards. To them contract guards are FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their role, know their duties and perform their duties courteously and professionally at all times.

4. Task Order

The Contractor shall be required to provide Armed Guard Services at the locations specified in the Part II, Exhibit 1, Price Schedule of the SOW in accordance with the requirements of this SOW .

Services shall be ordered under the Contractor's Federal Supply Service (FSS) Multiple Award Schedule (MAS) contract via Optional Form 347, Order for Supplies and Services. For the purpose of this SOW, the Optional Form 347 shall hereinafter be referred to as a "Task Order".

The Government has the unilateral right to add, decrease, cancel, or modify services stated in the Task Order, as long as the change is within the scope of the services required. The Contractor will be obligated to provide services at the specified hourly rates contained in the Price Schedule Worksheet. Modifications will be stipulated on a separate Standard Form 30 which will reference the Contractor's FSS Schedule Contract number, the Task Order number, and the modification number.

The services to be provided under this Contract shall be accomplished at the locations listed in the Task Order. The exact locations and duty hours for each location are specified in Part II Exhibit 1.

4.1 Contract Hourly Rates (CHR)

CHS shall include all Contractor's "billable" or "loaded" costs for the performance of all services to be provided under this Task Order, to include and not limited to: all wages, salaries, overhead, general & administrative, and profit; all labor costs; management, quality control, and operational costs; training, weapons, storage; travel and travel-related costs; supplies, equipment, materials, vehicles, insurance, payroll overhead, reports, deliverables; administrative, and all other direct and indirect costs not specifically included for the Contractor's successful in accordance with this SOW. The CHR for the discipline of Supervisor is NOT subject to price adjustments authorized and considered under the Fair Labor Standards Act – Price Adjustment clause, as this Task Order's Supervisor discipline meets the definition established by the National Labor Relations Board and is not subject to the Service Contract Act. The Government is contracting for two disciplines: Armed (Productive) Guard II and Supervisor, as defined above. Prices or CHR for any and all Temporary Additional Services (TAS) shall be at the identical rates accepted as of the date of this Task Order.

5. Term of Task Order (Start Date – Ending Date)

The start date for services will be specified in the resulting Task Order, and is anticipated to be April 1, 2008. The period of performance is one base period of six (6) months with two (2) three (3) one-month option periods. The option periods may be exercised at the sole discretion of the Government, and are not a contractual right on the part of the successful offeror/contractor.

5.1. Ordering Procedures

Services shall be provided only as authorized by the Task Orders issued by the Government for the performance of services at the specific locations/posts and in the geographical boundaries established by each Task Order.

- a. The Contractor shall provide services only as requested by all authorized COs.
- b. Authorization for services will normally be by written Task Order or modification signed by an authorized ordering official. Unless otherwise authorized, Task Order will be issued on an Optional Form 347, Order for Supplies or Services, by the ordering official specifying on the order the following information.
 - 1) Date of order
 - 2) Contract Number and Order Number
 - 3) Item number and work description
 - 4) Contract (CHR) Hourly Rate as accepted by the Government at the time the Task Order is issued
 - 5) Delivery or performance date
 - 6) Place of delivery or performance
 - 7) Any other pertinent information
- c. All Task Orders must be properly executed and signed by an authorized CO prior to commencement of the work being provided.

- d. The CO cannot award a Task Order to a Contractor whose prices are not determined to be fair and reasonable. In the event that prices quoted by offerors are not determined to be fair and reasonable to both the offeror and the Government, the CO may initiate negotiations with the offeror to arrive at a fair and reasonable price.

6. The Role of Government Personnel and Responsibility for Task Order Administration, Inspection, and Acceptance

6.1. Contracting Officer (CO)

The COs name, address, and telephone number will be stated in each Task Order.

The CO has the overall responsibility for the administration of the Task Order. She/he alone is authorized to take action on behalf of the Government to modify, add additional work, 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 or protest. She/he may delegate certain other responsibilities to her/his authorized representatives.

6.2. Contracting Officer's Technical Representative (COTR)

The COTRs name, address, and telephone number will be stated in each Task Order.

The COTR is designated to assist the CO in the discharge of her/his responsibilities. 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 at the work site(s); ensuring compliance with the Task Order requirements; and advising the CO of any factors which may delay, interfere, or affect the performance of work.

The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not authorized by or part of the Task Order.

The COTR shall not, and does not have the authority to, amend the Task Order/Contract verbally or in writing.

6.3. Assistant Contracting Officer's Technical Representative (ACOTR)/Agency Technical Representative (ATR)

The ACOTR is any Federal Protective Service employee, i.e. a Federal Protective Officer (FPO), Inspector. An ATR is a tenant agency employee. If an ATR is to be designated, they will be identified in the Task Order.

The ACOTR and ATR are designated to assist the CO and COTR in the discharge of their responsibilities. The responsibilities of the ACOTR and ATR may include, but are not limited to:

- (1) Report the adequacy of performance by the Contract employees to the CO or COTR in accordance with the terms and conditions of this Contract/Task Order;
- (2) Perform surveillance of the Contract employees while they are on duty;
- (3) Conduct intrusion tests in which undercover FPS staff will attempt to bring unauthorized weapons or other prohibited materials into the facility without being detected by the guards on post;
- (4) Act as the Government's representative in charge of work at the site; ensuring compliance with Contract/Task Order requirements insofar as the guards' duties and behavior are concerned; and
- (5) Advise the CO, and COTR of nonperformance or unsatisfactory performance.

The ACOTR and ATR cannot make any decisions regarding the performance of the Contract/Task Order.

The Contractor shall immediately notify the CO in the event the ACOTR or ATR directs the Contractor to perform work that the Contractor believes is not part of the Task Order. The ACOTR and ATR shall not amend the Task Order/Contract verbally or in writing.

7. Task Order Start-Up

Immediately after award of the Task Order, and prior to the Contractor's performance at the work site(s), the FPS CO shall contact the Contractor, the COTR, and the ACOTR to schedule a pre-performance meeting that will focus on an in-depth review of the entire Task Order/Contract requirements. At the pre-performance meeting the COTR will give the Contractor a copy of each form the Contractor will need to fulfill the requirements of the Task Order. The Contractor will be responsible for making all of the copies of these forms. The COTR will also supply the Contractor with copies of forms that the Contractor will still need to obtain through the COTR, i.e. SF 78, "Certificate of Medical Examination"; GSA Form 3527, "GSA Certification Form"; FD 258 "Fingerprint Chart.

During the start up and performance of the Task Order, the FPS CO, COTR, ACOTR, and the Contractor shall meet on an as needed basis to discuss all relevant issues. The Contractor and the CO or COTR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the Task Order file. If the Contractor does not concur with the minutes, the Contractor shall state in writing to the CO any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. The CO will make a written final determination in response to the clarification or disagreement. Those comments shall be included with the report in the Contract file.

7.1. Initial Contract Transition

A smooth and orderly transition between the incoming Contractor and the exiting Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities. The extent to which the exiting Contractor cooperates, or doesn't cooperate, during the contract transition will be noted in the Contractor's final performance evaluation and will be part of the performance evaluation.

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

The exiting Contractor will provide the incoming Contractor with the following information for all employees working for the exiting contractor on the contract/task order, as soon as feasible after the contract/task order is awarded:

Security Officer Names

Social Security Numbers

Anniversary Dates

All Training Certifications and documentation required for completion of Exhibit 11 on the contract/task order.

In addition, the exiting contractor will provide the incoming contractor with information regarding all additional services being provided on the contract/task order. An amount equal to 10% will be withheld from the Contractor's final payment until all information has been submitted.

7.2. Contractor Obligation to Obtain All Required Licenses and Permits

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:

- (1) Obtain all licenses and permits required for each guard and supervisor to serve as an armed guard. 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 state commission card while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained. The CO shall deduct from the task order the estimated payments made by the

Government for the services of a guard that did not have all required licenses and permits. See paragraph Part 17.1 of the SOW.

- (2) 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.
- (3) Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, 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 Contract/Task Order. 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. The certification shall state that all legal requirements have been fulfilled prior to the commencement of any Task Order work. The Contractor shall provide an updated record to the FPS upon the CO's or COTR's request.
- (4) 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 Contract prior to performing any work under the Task Order.

Important Note: Failure by the Contractor to obtain and independently verify the possession of all required licenses as of 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. Failure to maintain these elements shall result in deductions taken from the Contractors payments.

7.3. Contractor Obligation to Obtain GSA Certification Form 3527 for All Uniformed Guards

Prior to working under the Task Order, every uniformed guard (whether productive or supervisory) must possess a valid GSA Certification Form 3527. The GSA Certification Form 3527 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 the criteria required by this SOW to be a FPS contract security guard (see Paragraphs 10 and 11 for a detailed description of these requirements).

The Contractor shall follow and complete the procedures listed below to obtain a GSA Certification Form 3527 for each uniformed employee prior to them working a post on an FPS Task Order/Contract:

- (1) Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements;

- (2) Submit the suitability package to the FPS COTR and await the results of the adjudication. ~~This process will take approximately one (1) month if all forms are legible and complete:~~ however, a temporary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified of the temporary favorable or unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc..
- (3) Conduct required Contractor provided training and testing/qualifying. Upon successful completion, schedule with the FPS to have the FPS training and written examination administered. This exam tests the employees knowledge and understanding of the Contract Guard Information Manual (CGIM) (April 2001 version).¹
- (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 FPS COTR for a GSA Certification Form 3527:
- (A) A certification form for new employees, signed by the Contract Manager, stating that the employee has met all the hiring, training, and testing requirements set forth in this SOW, and all required documents have been obtained and copies are attached to the certification form.
(See Exhibit 11);
 - (B) Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders;
 - (C) One GSA Form 3527, Contract Guard Qualification Certificate. The guard's name and company name must be typed on the front of the card, and the guard must sign the signature block in blue or black ink;
 - (D) A signed and dated "Domestic Violence" certificate, Exhibit 16, that states he/she has not been arrested for or charged with any offense related to domestic violence. This form shall be valid for a period of one (1) year and must be resubmitted concurrent with the guard's annual firearms re-qualification.
 - (E) Valid State Commission card,

On the GSA Form 3527, the COTR will type: the date of issuance; "On File" for the qualification and expiration dates of the required training areas; and "TOC" (Term of Contract) to designate the expiration date of the contract, and then laminate the completed form. The card will then be issued to the Contractor.

¹ The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.

No guard or supervisor shall be permitted to work under this Task Order without a valid GSA Form 3527 certification card.

The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the GSA Certification Form 3527, but a valid CPR/First Aid card and, a state commission card.

The Contractor must return to the COTR all blank certification cards and completed certification cards for guards no longer working on the new Task Order within **five (5) work days** of completion of the Task Order. All completed certification cards for guards who remain on the new Task Order are to remain in their possession.

The certification card shall be worn on the outermost garment of the guard's uniform.

IMPORTANT NOTE: Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining the validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/First Aid certification). See Exhibit 11 for the list of individual certification elements. Failure to maintain these elements shall result in deductions taken from the Contractors payments.

The CO/COTR shall have the express authority to demand return of the GSA Certification Form 3527 from any contract employee who does not maintain compliance with the qualification and certification standards of the Contract, 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.

8. Signatures on Contract/Task Order Forms and Documents

All contract guards, supervisors, contract managers or any Contract employees who will be signing ANY form, report or document related to the Contract/Task Order, will sign their name the way it is printed on their social security card. No nicknames or shortened names will be accepted. There will be no exceptions.

9. Services Required – General. The Contractor shall be required to provide guard services at the locations specified in Part II, Exhibit 1 of the SOW in accordance with the requirements of this SOW. The Contractor's employees shall perform the services required by the task order in the manner prescribed by the following documents in descending order to precedence:

- (1) This Task Order, including the Schedule, Statement of Work, all Exhibits and any attachments;
- (2) The GSA FSS MAS Guard contract

(3) The Officer's Duty Book (including Contract Guard Information Manual (CGIM) (April 2001 Revision), FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);

(4) The Guard Post Assignment Record (GSA Form 2580);

In the event of an inconsistency between documents, the Task Order takes precedence over other documents.

9.1. Services Required - Non-Supervisory Armed Guards.

Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by the COTR, for all shifts on each post. Except for emergencies, the guards cannot make any deviations from the duties prescribed in the GSA Form 2580. The FPS CO, COTR or ACOTR 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 modify the Task Order or Contract.

The duties of most guard posts require that a guard is properly relieved prior to leaving his/her post. Where this is required, it will be specifically stated on the GSA Form 2580.

9.2. Changes to Task Orders. Changes to the post orders that increase or decrease the number of hours specified, increase or decrease the amount of equipment/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 made by any unauthorized FPS personnel 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.**

9.3. Typical Non-Supervisory Armed Guard Duties

Armed Guards will be required to perform a variety of security related duties; depending on the type of posts they are assigned. Each guard post will have an Officer's Duty Book and a separate binder which contains the GSA Form 2580. The binder is also referred to as the "post orders."

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 is an emergency or nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow enough time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. When time does not permit due to an emergency situation, the guards may read the post orders while on duty. However, under no circumstance should any guard neglect his/her assigned duties in order to familiarize

him/herself with post orders.

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

9.3.1. Entrance/Exit Control Posts

Guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control. Guards may perform package inspections as directed by the post orders, or as directed by the COTR in the event of an emergency or state of increased readiness. These inspections may include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, and other suspicious containers in the possession of visitors, employees and other persons arriving on, working at, visiting, or departing from the facilities. Admittance will be denied to those persons refusing to submit to a voluntary inspection except for those persons exempted by specific Government directive(s).

Guards will provide onsite security and control access to the post area, observing, detecting, and reporting violations of post regulations as directed by the post orders. Guards must provide and maintain complete and effective surveillance, protection, and inspection of all internal and perimeter areas within the designated parameters and authority of their assigned post.

Guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought offices or locations such as service offices, restrooms, elevators, entrances and exits, the cafeteria, and parking areas and shall provide that information to any visitor upon request.

Guards assigned to entrance/exit posts shall know the location of and usage instructions for the nearest first aid kit, fire extinguisher, fire alarm, and duress alarm (if any), and shall be ready and able to use them as necessary and/or required by the post orders.

Guards will be responsible for operating all security equipment on post, such as X-rays, magnetometers, and closed circuit television (CCTV). No guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

9.3.2. Roving Control Posts

Guards will make patrols in accordance with routes and schedules established in the Guard Post Assignment Record. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the guards responsible for observing the environment, and when necessary, questioning

those persons whose activities arouse suspicion. Patrol guards will serve as the first responder to all security alarms and emergency situations occurring within the area of assignment.

Note: Some posts may require a combination of fixed hours at a guard booth and roving patrols. Guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

9.3.3. Traffic Control

When required by the Guard Post Assignment Record, guards will direct traffic (vehicle and pedestrian), control parking, and observe the environment for suspicious vehicles or persons. Guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility.

9.3.4. Control, Issuance, and Storage of Keys

Guards will coordinate with the COTR and ATR the procedures for receiving, issuing, and tracking all keys, "key cards," lock combinations, etc., which restrict access to the facility, including offices, guard posts, gates, etc. Guards will be required to control access to these items in accordance with the Government's direction and guidance. Guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR.

Missing, lost, unusable, and/or stolen keys or access control devices shall be immediately reported to the COTR and the guard's supervisor as soon as the loss or problem is detected by the guard. The Government may assess deductions as a result of lost, stolen, or damaged keys and access control devices that were under the guards control at the time they were damaged or lost.

Refer to Accountability for Government Property for additional information regarding the use and handling of Government furnished property.

9.3.5. Utility Systems

Guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Guard Post Assignment Record.

During emergencies, guards may be required to perform simple emergency related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions are detailed in the post orders.

Guards will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

9.3.6. Building Rules and Regulations

Guards will monitor and observe building occupants and visitors for compliance with the facility's posted rules and regulations. Guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.

9.3.7. Lost and Found

When directed by the FPS COTR, or the Post Orders, guards shall receive all found articles, complete the appropriate form(s), and store the articles for safekeeping pending their final disposition.

9.3.8. Physical Security, Law and Order

Guards shall know the physical and jurisdictional limits of the federal facility they are protecting. Guards shall maintain physical security and law and order as prescribed by statute, regulation, and/or Post Orders within the area of assignment. Guards are responsible for detecting, delaying, and/or detaining persons attempting to violate, or are violating laws, rules, regulations, and/or Post Orders. Guards shall report all such incidents in accordance with established procedures in the Post Orders.

9.3.9. Unauthorized Access

Guards shall prevent, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Guards shall report all such incidents in accordance with established procedures in the Post Orders.

9.3.10. Hazardous Conditions

Guards shall report all potentially hazardous conditions and items in need of repair to the appropriate person as prescribed in the Post Orders.

9.3.11. Response to Injury or Illness

Guards shall obtain professional assistance in the event of injury or illness to anyone while they are in the building or on the grounds. Refer to the established procedures in the Post Orders.

9.3.12. Additional Duties

Guards shall turn off unnecessary lights, check safes, lock type repositories, and cabinets, close and secure open windows, close and secure doors and gates and other facility access points, and perform any other additional duties as prescribed in the Post Orders.

9.3.13. Reports, Records, and Testimony

Guards shall prepare and maintain required reports in accordance with the Post Orders regarding security related issues such as accidents, fires, bomb threats, unusual

incidents and unlawful acts, and provide these reports to those officials specified in the Post Orders.

Guards shall verbally report threatening circumstances and potentially threatening activities they observe while on duty to the Mega Center and, when possible, to the CO/OTR or ACOTR. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all the necessary backup and support to lessen or eliminate the potential threat.

Guards may be required to testify in various judicial proceedings on behalf of the Government. Guards shall coordinate all Contract related court appearances with the CO/OTR if and when these appearances are required. Guards who are required to make a court appearance shall be reimbursed by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be reimbursed by the Government. The Contractor shall be required to invoice for the actual hours the guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying guard may be required). Contract related court testimony on behalf of the Government shall take priority over all other Contractor scheduled duties. The Contractor shall coordinate with the CO/OTR to ensure that the testifying guard appears when and where they are scheduled to testify. Unless otherwise required by the CO/OTR, guards who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.

The Contractor shall provide a qualified guard to replace the contract employee testifying on behalf of the Government.

9.3.14. Civil Disturbances

Guards will be required to perform other functions in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Government, its employees, property, and the general public lawfully in the buildings or on the grounds.

9.3.15. Emergencies

In case of an emergency condition requiring immediate attention, the Contractor's onsite supervisor or the shift supervisor shall take action at the direction of, or in coordination with the ATR, CO/OTR, or ACOTR to divert uniformed personnel from their normal assigned duties to meet the condition and summon the appropriate assistance if required by the Occupant Emergency Plan. The Contractor shall immediately notify the appropriate Government official and the Mega Center of the actions taken. The Government shall not be charged additional charges resulting from the emergency, nor shall the Contractor be penalized for the scheduled work which was not accomplished. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. Immediately after the situation is resolved, the guards should return to their assigned posts and duties.

9.3.16. Primary Security Responses

In some outlying areas, and/or if multiple reportable incidents occur, guards may be required to act independently as the primary security response until law enforcement assistance arrives.

9.4. Work Scheduling Procedures

The Contractor shall be responsible for creating a 5 week work schedule, posting it in areas convenient for all guards to review, and submitting a copy of the schedule to the COTR by the 5th of each month. The Contractor shall furnish a copy of the most current schedule to the CO or COTR upon request.

All guards shall be in 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 tour of duty.

9.5. Recording Productive and Supervisory Hours

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 will sign in and out at each post 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 will sign in and out at each post visited on the same GSA Form 139 sheet that is used by the guard they are relieving. The relief guard will also follow the same procedure to sign in and out as the guard they are relieving.

Each successive lower line on the GSA Form 139 must be completed in chronological order, without exception. Lines may not be left blank between signatures. Should an entire line be used to enter a calendar date for separating individual workdays, only one line will be used to separate the days.

No erasures, use of "White Out" or "Liquid Paper", obliterations, superimposed or double entries of any type are acceptable. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the contract employee should draw a single line through the entire line containing the error and make the correct entry on the next line. An explanation of the error(s) must either be written on the back of the GSA Form 139 or on an attached memorandum. **Payment of invoices may be based on the above procedure being followed.**

The Contractor will not remove the GSA Form 139s from the job site unless specifically authorized to do so by the CO or COTR. All forms will be collected by the COTR or ACOTR. If the Contractor removes the GSA Form 139s from the post, payment may not be made until all of the GSA Form 139s are received by the COTR. Cases in which the Contractor holds the GSA Form 139s for 10 or more days may be referred to the Inspector General for investigation.

9.6. Reporting Productive and Supervisory Hours

The Contractor shall submit a GSA Form 3430, Building Service Contractor Work Report, to the COTR no later than five (5) working days after the last working day of the previous month.

The Contractor's signature shall certify the accuracy of the report. By signing the report, the Contractor is certifying that the hours are correct and that the guards listed on the GSA Form 3430 are the same guards that are on the GSA Form 139s for the corresponding time period. The Contractor is also certifying that all of the guards on the GSA Forms 139 and 3430 have met all of the requirements of the Contract/Task Order. The Contract Manager or onsite supervisor may submit and certify the forms as being accurate if the Contractor has provided the COTR with written authorization for them to sign these forms.

This form will be used by the Government to verify that the required productive and supervisory hours are being performed and that the guards listed on the forms have met all the certification requirements of the Contract/Task Order.

9.7. Relief and Lunch Breaks

All full time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for every 4 hours the guard works. The relief break should normally be scheduled in the middle of each 4 hour period. A 30 minute unpaid lunch break shall also be provided to those individuals. All guards working a 6 hour shift shall be provided one 15 minute paid break and a 30 minute unpaid lunch break. (NOTE: All 30-minute lunch breaks are unpaid unless the Collective Bargaining Agreement/Wage Determination specifies that they are to be paid). Part time productive guards working a minimum of 4 hours shall be provided a paid 15-minute break.

Guards providing relief for breaks and lunches will sign in and out on the same GSA Form 139 as the guard they are relieving.

The costs to cover relief for breaks and lunches for the productive guards must be included in the offeror's price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

The Contractor must provide a replacement guard for each employee during relief periods. The relief guard must meet all of the requirements/qualifications of the Contract/Task Order.

IMPORTANT NOTE: Habitual failure by the Contractor to furnish required relief breaks to guards can be considered to be a material breach of Contract and may result in deductions to termination for cause.

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

No productive guard will provide more than twelve (12) hours of service on one or more Contracts/Task Orders administered by the FPS in any twenty four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period.

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 contractor's price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

The limitation on hours may be verbally altered by the COTR 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.).

The Government has the authority to assess deductions from Task Order payments for all hours that guards work which exceed the 12 hour duty limitation. See paragraph 17.6. for further information on deductions.

10. Services Required – Contract Manager and Supervisors

10.1. Contract Manager

The Contract Manager (CM) shall have complete authority to act for the Contractor during the term of the Task Order. The CM is the contractor's Key Personnel, as proposed and accepted by the Government at the time of the award of a Task Order. The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor. If, at any time during the period of performance under the Task Order, the CO notifies the Contractor that the CM is to be replaced for any reason and at the sole discretion of the CO, the Contractor shall immediately submit a proposed replacement with a completed Key Personnel Resume (Part II Exhibit 12) for the CO's approval. If for any reason a proposed CM does not meet the requirements of this SOW, the Contractor shall submit a written request for a waiver citing the areas the candidate does not meet the requirements and the reasons the Contractor considers the candidate is qualified for 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 Solicitation/Contract. The CM must be approved by the CO, in writing, prior to assuming the substitution's duties.

The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the terms of this, or any, Contract/Task Order administered by the FPS.

The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract/Task Order of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inception to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in

managing multitask Contracts or Subcontracts of various types and complexity.

The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays the CM shall be available within two (2) hours.

The Contractor shall provide the CO and COTR the name, telephone number, pager number (if any), cellular phone number, facsimile number, email address, and office address of the CM by the date of the pre-performance meeting.

The CM is a salaried managerial position, their salary and all associated costs should be included in the contract price (e.g., as overhead/G&A). If this cost is not included, the Contractor will not be reimbursed for it after the Task Order is awarded.

Replacement CMs shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO and COTR in writing prior to reporting for duty under the Task Order.

10.2. Supervisors

Supervisors are uniformed individuals who have the authority to act for the Contractor on a day to day basis at the work site. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. After the Task Order has been awarded and before the pre-performance meeting, the Contractor shall submit the Key Personnel Resume (Exhibit 12) of experienced supervisor(s) for written approval by the COTR and CO. If the proposed supervisor(s) does not meet the requirements, the Contractor shall attach a written request for a waiver citing the areas the candidate(s) does not meet the requirements and the reasons the Contractor considers the candidate to be qualified for the position. Waiver requests must adequately demonstrate that the proposed supervisor(s) possesses similar leadership experience. The supervisor(s) must be approved prior to assuming his/her duties.

Each supervisor shall have a background with a minimum of two (2) years of successful experience in the field of supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service).

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

The Contractor shall provide the name(s), telephone number(s), pager number (if any), cellular phone number, facsimile number, email address (if any), and office address of the supervisor(s) by the date of the pre-performance meeting.

Supervisors ensure that productive guards:

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

The Contractor shall provide the level of supervision stipulated in Exhibit 1. When supervisors visit a building they shall be required to sign in and out on the same GSA Form 139 the productive guards use. In the column titled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs are used by the Government to ascertain the level of supervision being provided to the guards working under the Task Order.

Replacement Supervisors shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed Key Personnel Resume (Exhibit 12) for all replacement supervisors to the CO and COTR for written approval before the replacement supervisors report for duty under this Contract/Task Order.

11. Services Required -- Reserve Guard Force

The Contractor shall maintain a reserve guard force of sufficient size to enable the Contractor to provide the amount of temporary or emergency staffing needed in the event of natural disasters, civil disturbances, emergencies, or in the event of scheduled or unscheduled employee absences (i.e. illness, vacations, or personal emergencies). The Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing guard force at any given time. All reserve guards must meet the minimum qualification standards for all posts they may be assigned to prior to working any post under this Task Order. The Contractor shall submit a list of their reserve personnel to the COTR by the 1st of each month.

The Contractor shall ascertain how this reserve guard force shall be acquired and maintained. The Contractor must factor the costs for maintaining a reserve guard force into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

12. 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 are listed below. Supplementary regulations provided by the CO/COTR shall also be followed and will be incorporated by modification to the Task Order.

12.1. Officer's Duty Book

An Officer's Duty Book shall be furnished by the COTR and maintained by the Contractor at each post. This book contains procedures, instructions and forms guards will use in the performance of their duties. The Officer's Duty Book shall not be removed from Government property, reproduced or copied in any manner unless written authorization has been obtained from the CO/COTR.

12.2. Guard Post Assignment Book ("Post Orders" Book)

The Contractor shall maintain a separate loose leaf binder at each fixed post. This book shall contain only those duty instructions pertinent to that specific post. The post orders will be updated as needed or at a minimum reviewed and signed by the COTR annually. The Guard Post Assignment Book shall not be removed from Government property, reproduced or copied in any manner unless written authorization has been obtained from the CO/COTR.

12.3. Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3)

Rules and regulations governing public buildings and grounds are posted in all Government controlled buildings and are applicable to all persons entering in or on such property.

12.4. Contract Guard Information Manual (CGIM)

All guards and supervisors must read and be familiar with this handbook prior to assuming duties under the Task Order. The written examination all guards are required to take will be based entirely upon this manual. The Contractor must provide a legible, securely bound copy of the CGIM to all uniformed employees upon beginning the basic training course and, if needed, for the refresher training course described in paragraph 14. The Contractor is responsible for all costs associated with printing and binding the CGIM for their employees.

13. Equipment, Uniforms, and Materials

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

The following supplies, materials, equipment, will be furnished by the Government:

- (1) Electrical and mechanical equipment, such as installed alarm and surveillance

- systems, x-ray machines, walk through magnetometers, handheld magnetometers, and closed circuit televisions, including written operating procedures and instructions.
- (2) Repair and maintenance of equipment in paragraph 13.1.(1).
 - (3) Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
 - (4) Telephones deemed necessary by the Government for the conduct of official business under the Task Order.
 - (5) The initial copy of all required Government administrative forms.
 - (6) Building utilities and services in accordance with established FPS operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
 - (7) Limited occupation and use of Government controlled office space, if available and deemed necessary by the Government, for the CM and/or Supervisors for use in conducting official Task Order related business.
 - (8) When a controlled personnel identification and/or building pass system is used by a tenant agency, the tenant agency will provide the Contractors employees with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when the Contractor's employees are terminated or resign, or upon expiration of the Task Order.

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.

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 Contractor. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall reimburse 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 be subject to criminal prosecution.

The Contractor shall report malfunctioning, lost or damaged Government furnished property to the COTR and the Mega Center. The Contractor shall perform semiannual

inventories of all Government furnished property, using a GSA Form 1025 or other approved Government form/format and provide a written report to the COTR within 15 days of the completion of the inventory.

Government property shall only be used for official Government business in the performance of this Contract/Task Order and will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

The Contractor shall take all reasonable precautions as directed by the Government and in accordance with sound industrial practices to safeguard and protect Government property.

If any Contractor's employees working under the Task Order has 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, shall NOT be authorized to read, photocopy, remove, or otherwise appropriate such information for their own use or disclose to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and 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.

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

The Contractor shall furnish and maintain in acceptable condition all items of uniforms and equipment necessary to perform work required by the Task Order at no cost to Contract employees. **The Contractor is solely responsible for the quality and performance of all Contractor provided equipment used in performance of this Contract/Task Order.**

13.2.1. Communications Equipment

Communication equipment shall meet all of the requirements specified in Exhibit 2, "Communication Equipment Requirements". Communication equipment must ensure the Contractors availability on a 24 hour basis, also described in Exhibit 2.

The Contractor shall obtain all permits for the operation of radio equipment over Government identified frequencies in accordance with applicable Federal Regulations. A copy of all such permits shall be delivered to the COTR prior to the utilization of the designated frequencies.

13.2.2 Patrol Vehicle

In accordance with Exhibit 3, "Patrol Vehicle Requirements" vehicles shall be in 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 marked for identification. The vehicle(s) shall be equipped with

first aid kit(s) and a properly mounted dry chemical fire extinguisher(s).

In the event a patrol vehicle is temporarily inoperable, the Contractor shall provide an equivalent, fully operational substitute vehicle. The COTR is responsible for ensuring the vehicle(s) furnished under the Task Order complies with the requirements outlined in this Task Order. In the event of a dispute regarding whether the 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 COTR.

13.2.3. Firearms and Ammunition

The Contractor shall furnish firearms and ammunition for each guard and supervisor while they are on duty. Personal weapons shall not be used. **The firearms shall be a .38 caliber, double action, six (6) shot police service type revolvers with a heavy duty 4" barrel, a fixed front sight, and a fixed or adjustable rear sight.** Appropriate and ample supplies of firearms and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor, at the Contractor's expense. The Contractor shall inspect all firearms prior to issuing them to the guards. The Contractor's employees shall inspect their assigned firearms at the beginning of each tour of duty and any problems shall be reported immediately.

Firearms shall always be handled in a safe and prudent manner. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition. Loading and unloading of ammunition and cleaning the firearms shall take place only in designated areas. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.

The Contractor must be able to account for all firearms at all times. Onsite supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning and ending of each shift.

The Contractor shall verify all assigned task order firearms' serial numbers with the Alcohol, Tobacco and Firearms (ATF) agency, and provide the COTR with a list of these serial numbers for all the firearms and the person or post they are assigned to prior to the Task Order start date. The Contractor shall keep the list current, document any changes and forward them to the COTR within one (1) week of the change.

In the event that a firearm is lost or stolen, the Contractor shall notify the Mega Center **immediately** and report all pertinent facts regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a detailed written report containing all of the relevant information to the COTR within one (1) week of the incident. The Contractor shall also inform the COTR of the serial number(s) of the replacement weapon(s), and the person or post it is assigned.

Ammunition for authorized firearms shall be provided by the Contractor. **Each guard shall be issued 12 or 18 rounds of standard 110 +P jacketed hollow point type ammunition upon entering duty.** Six rounds shall be loaded into the revolver and the

remaining rounds shall be contained in a cartridge case.

If and where possible, the Contractor shall provide a secure firearms cabinet or safe to be placed at each site of performance for storage of the Contractor provided firearms. Additional ammunition shall be provided, stored, and secured onsite by the Contractor to accommodate emergencies and to be available in the event additional services are ordered.

13.2.4. Uniforms

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 Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

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 GSA Certification Form 3527 shall be worn over the right breast shirt pocket.

The type of uniform to be used on this Contract will be provided by the Contractor as and will be agreed to by the Government before time of Contract/Task Order award. The table below shows the standard required uniform components and the quantities of the components to be issued:

REQUIRED ITEM	REQUIRED QUANTITY
Shirt, long sleeve	3
Shirt, short sleeve	3
Trouser, all season weight	3
Necktie	2
Jacket, winter, patrol type (Reefer style)	1
Frame style cap OR Baseball 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) w/hammer safety strap, left/right as required	1
Ammunition cartridge case	1 or 2
Duty Belt "Keepers"	4
Expandable Police Baton (with holder)	1
OC Spray (with holder)	1
Handcuffs (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, with black or blue lettering on gold metal	1

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

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 the leather equipment accessories. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the Contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.

The wearing of uniform accessories and equipment shall conform to the standards and usage prescribed and in effect for Department of Homeland Security Federal Protective Officers. The color of uniform accessories and equipment shall be standard black or brown, whichever matches the uniform. All guards shall wear the same color and style or type of uniform accessories and equipment.

13.2.5. Supplementary Equipment

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

- (1) A notebook and pen.
- (2) A standard police type flashlight with a minimum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are operable.
- (3) Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) which may be used for operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.

Guards shall not possess any unauthorized, supplemental or personal equipment, (equipment not issued by the Contractor or required by the Contract) such as personally owned firearms, knives, "come-alongs", cell phones, or other nonstandard items. Guards who are found to possess unauthorized equipment while on post shall face disciplinary action, and possible forfeiture of the item(s), suspension, or permanent removal from the Task Order.

14. Qualifications of Personnel

14.1. General Qualifications

All of the Contractor's employees are expected to behave courteously and professionally toward all persons encountered in the performance of their duties including Government employees, building tenants, and the general public. The CO/COTR may require retraining, suspension, or removal from any or all FPS contracts/task orders, of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Task Order.

To be eligible to perform under this Task Order, all uniformed guards must meet, to the satisfaction of the COTR, the following requirements:

- (1) Be a citizen of the United States of America.
- (2) Be at least 21 years of age. While there is no limit 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 COTR 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.

- (3) Possess, at a minimum, either a high school diploma or a GED equivalency Certificate, or a DD214 Form showing the individual is a high school graduate or equal.
- (4) Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bilingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this Task Order.
- (5) Meet **one** of the following experience/education requirements:
 - (A) Three years of security experience within the past five years; **or**
 - (B) An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; **or**
 - (C) Three years of military or National Guard (active duty or reserve) experience; **or**
 - (D) Successful completion of Police Officer's Standard Training (POST) course; **or**

- (E) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees working under the previous Contract/Task Order who do not meet the above experience/education requirements will be eligible to continue working under the new Task Order with the COTR's approval. In such cases where an employee of the exiting Contractor does not meet the above requirements, the incoming Contractor shall document the employee's personnel file accordingly and indicate their length of service under the prior Contract/Task Order.

14.2. Medical and Physical Qualifications

14.2.1. General

The Contractor shall ensure that all employees assigned to work under the Task Order are physically able to perform all duties required by this SOW. All employees must be in good general health without physical defects that would interfere with the performance of their duties.

The Contractor shall require all prospective employees to undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician. All guards must meet the health certification requirements listed in Exhibit 10A and submit a completed SF 78, "Certificate of Medical Examination", Exhibit 10.

No guard shall be permitted to work under the Task Order until this certificate has been submitted and approved by the COTR. Failure to meet any of the required medical qualifications may result in being disqualified from performing under the Contract/Task Order. A guard with a disqualifying condition may still be considered if the examining physician will provide a signed statement explaining why they feel the guard can perform the required duties. The SF 78 and the physicians opinion should be sent to the COTR for a final determination. Without the physicians written statement the guard will automatically be disqualified.

Medical examinations are valid for a period of three (3) years from the date of issuance. Prior to the 3 year anniversary, a new medical examination must be provided under the same guidelines stipulated in this SOW.

14.2.2. Medical Standards

All uniformed guards must meet the following medical standards:

- (1) Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test as well as or better than 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.

- (2) 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.
- (3) Speech: Applicant must be able to speak clearly and distinctly. Indistinct speech patterns, regardless of the cause, are disqualifying.
- (4) Extremities and Spine: Applicant must not have any deformities and/or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities and/or diseases that interfere with the full performance of duties are disqualifying.
- (5) 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.
- (6) Cardiovascular System: The following conditions are disqualifying:
 - (A) Organic heart disease (compensated or not);
 - (B) Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
 - (C) Symptomatic peripheral vascular disease and severe varicose veins.
- (7) 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.
- (8) Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any Chronic, or symptomatic diseases that interfere with the full performance of duties is disqualifying.
- (9) Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
- (10) Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work with the other medical examination paperwork.

14.2.3. Physical Demands

All uniformed guards are expected to be physically able to perform the following functions in the performance of their assigned duties:

- (1) Frequent and prolonged walking, standing and sitting.

(2) Occasional running or sprinting; kneeling and stopping and recovering from any of these activities without aid or assistance.

(3) Subduing 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/Task Order upon the COTR's request. If the Contractor chooses to protest this action, the CO will make the final determination in writing.

The Contractor shall encourage employees to maintain an ongoing and regular program of physical fitness at no additional cost to the Government.

The Contractor shall notify the COTR of any employee who will be on medical leave due to an injury, operation, or illness that will inhibit the employee from performing 100% of the duties listed above. When the employee is ready to return to work, the Contractor shall obtain a signed statement from the employee's doctor specifically stating the person does meet the standards in paragraph 13.3.2. and is 100% physically able to perform the requirements listed above. The employee will not be assigned to work any guard post on any FPS Contract/Task Order until this statement is obtained and a copy forwarded to the COTR.

14.2.4. Illegal Drug Screening

A. Pre-Employment Screening

As part of the medical examination, all uniformed guards must submit to an initial urine drug screening which 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

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>.² 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:

² 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.

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.

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.

The presence of a non-negative³ 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.

The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening and should include these costs in the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

This requirement applies to new applicants. Current employees are exempt when a new contract is awarded if they can produce documentation verifying their last drug screening is current.

B. Government Requested Screening

The CO or COTR shall have the express right to request random drug screenings at any time during the term of the Task Order. Random screenings shall be conducted by the COTR 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.

If a Government representative suspects a guard may be under the influence or using illegal substances they will advise the CO or COTR. The CO and COTR have the express right to request a drug screening where there is a reasonable cause. The CO or COTR will advise the CM in writing that he/she requests a drug screening of the specific guard. Once the written request is received, the CM should make arrangements for the test to be conducted as soon as possible and no later than two (2) working days of receipt of the written request. The

³ 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>

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.

Any of the Contractor's employees who undergo either random or reasonable 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 drug screening are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment 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) from the Task Order and **immediately** inform the COTR and CO of the result and the employee's removal. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the non-negative reading.

Any Contract employee who undergoes either a random or reasonable cause 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.

14.3. Suitability Determination / Entry on Duty Decision

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.
- B. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors

to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

14.4 Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:
1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy)
 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy)
 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy)
 5. Foreign National Relatives or Associates Statement (plus one copy)
 6. Lautenberg Amendment Statement (plus one copy)
 7. Drug Questionnaire (plus one copy)
 8. Alcohol Questionnaire (plus one copy)
 9. Financial Disclosure Report (plus one copy)
 10. Non-disclosure Agreement (plus one copy)
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the

entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.

- D. Illegible or incomplete forms submitted by the 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 forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination 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 security guard's suitability has been accomplished. **Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal.** Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
 2. Possessing a record of arrests for continuing offenses;
 3. Falsification of information entered on suitability background investigation forms.
- G. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5- year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract 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 security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made.** The Contractor should make every effort to submit a new suitability package

to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).

1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- H. 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 new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.
1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
 2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- I. **FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees.** FPS may, as it deems appropriate, authorize and grant temporary clearances 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 be granted 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.

14.5 Security Clearance Requirements

14.5.1 Background Investigations

- A. In addition to meeting the FPS background suitability check described in Part I, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Part II, Exhibit 6C for further

information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) 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 employee from DSS, or receives a final clearance from DOE, NRC, or other agency.

- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part II, Exhibit 6, Security Clearance Requirements).
- D. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- E. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
- F. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contract employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

NOTE: The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.

IMPORTANT NOTE: Be advised that unless an applicant/employee has resided in the U.S. for three (3) of the past five (5) years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

15. Training

15.1 General Information

All newly hired uniformed guards must first complete the required training, and then pass the required written examination in order to be eligible to work under this Contract/Task Order. Guards who worked under the preceding Contract/Task Order or other FPS security guard service Contract/Task Orders, and who maintain valid certificates and/or documentation, will not be required to take the training until their existing certifications and/or documentation are about to expire.

All Government provided training and testing for this Contract/Task Order shall be provided at the location(s) listed in this Task Order.

The Contractor is responsible for scheduling the Government provided training course and/or examination 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 reimburse 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 contract price. If these costs are not included, the Contractor will not be reimbursed for them once the Task Order is awarded.

The CO, COTR, ACOTR, 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 SOW. The Contractor shall be responsible for providing the COTR a copy of the training schedule within 10 days after the Task Order is awarded and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the COTR of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 9.

15.2. 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 and Government

provided training courses shown below are located in Exhibits 4, 5, 6, 7, and 8A of this SOW, as are the required training certifications, Exhibits 4A, 5A, 6A, 7A, and 8B, for individual employees.

15.2.1. Productive Guards

The following chart lists the required training and the length of each course that all uniformed guards working under the Task Order must take and complete. The Contractor shall be responsible for printing/photocopying the CGIM for their employees' use, at no cost to the Government or the employee. The CGIM should be provided to each employee on the first day of their basic training course.

No productive guard shall be permitted to work under this Task Order without having passed and/or qualified in all of the required training subjects listed in the following chart.

TRAINING COURSE	HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training (Exhibit 4 & 4A) (One Time Only)	72		XXX
FPS "Orientation" Training (Exhibit 7 & 7A) (One Time Only)	8	XXX	
Magnetometer/X-Ray Training (Applies only to screening posts) (Exhibit 14) (One Time Only)	4	XXX	
Firearms Training & Qualifying (Exhibit 8, 8A & 8B) (Training - One Time Only)	40		XXX
OC Spray Training & Recertification (Exhibit 13) (Meet State and Local Authorities Requirements)	Minimum of 4 hrs Training		XXX
Biennial (Refresher) Training (Exhibit 6 & 6A) (2 Years)	40		XXX
Firearms Requalification GSA Form 2790 (Exhibit 8A & 8B) (Annually)	N/A		XXX
CPR/First Aid Training and Certification (CPR - Annually) (1 st Aid – 2 Years)	CPR 6.5 1 st Aid 2.5		XXX

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, and all other training materials needed to ensure the guards are effectively trained and capable of performing the duties described in this SOW.

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 if they have already been successfully completed by the Contractor's employees. Additionally, training certifications completed under other FPS security guard service Contracts/Task Orders are transferable to this Task Order, provided that the Contractor can furnish evidence (e.g., a valid, signed certification from the preceding Contractor or the employee) that the training was successfully completed during the preceding Contract. However, the COTR shall have the sole discretion to accept or deny the proposed training certifications. One situation where this may occur is if the preceding Contract did not contain the same training requirements as this Contract/Task Order.

Annual firearms requalification 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 8A) with a passing score which will be documented by using the GSA Form 2790 (Exhibit 8B) and signed by the Range Instructor and the FPS Representative who witnessed the qualification. The Contractor shall be responsible for ensuring that all employees receive the training or range time necessary to successfully requalify on the practical pistol course on an annual basis at no additional cost to the Government.

All guards, productive and supervisory, must take and complete 40 hours of refresher training prior to their two (2) year anniversary date of their basic or last refresher training. The refresher training will be based on the syllabus in Exhibit 6. Upon completion of the training, the Contractor will complete the "Contractor's Certification of Biennial Refresher Training", Exhibit 6A, for each employee in attendance and forward the forms to the COTR.

15.2.2. Supervisors

All uniformed supervisors working under the Task Order must successfully complete supervisory training after successfully completing all of the other required training as shown in the following chart.

TRAINING COURSE AND HOURS.	HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training (Exhibit 4 & 4A) (One Time Only)	72		XXX
FPS "Orientation" Training (Exhibit 7 & 7A) (One Time Only)	8	XXX	
Magnetometer/X-Ray Training (Applies only to screening posts) (Exhibit 14) (One Time Only)	4	XXX	
Firearms Training & Qualifying (Exhibit 8, 8A & 8B) (Training - One Time Only)	40		XXX
OC Spray Training & Recertification (Exhibit 13) (Meet State and Local Authorities Requirements)	Minimum of 4 hrs Training		XXX
CPR/First Aid Training and Certification (CPR - Annually) (1 st Aid – 2 Years)	CPR 6.5 1 st Aid 2.5		XXX
Biennial (Refresher) Training (Exhibit 6 & 6A) (2 Years)	40		XXX
Firearms Requalification GSA Form 2790 (Exhibit 8A & 8B) (Annually)	N/A		XXX
Supervisory Training (Exhibit 5 & 5A) (One Time Only)	9		XXX

Supervisory training will be based on the syllabus in Exhibit 5.

No supervisor shall be permitted to work under this Task Order without having passed and qualified in all of the required training subjects listed in the preceding chart.

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 if they have already been successfully completed by the Contractor's employees. Additionally, training certifications completed under other FPS security guard service Contracts/Task Orders are transferable to this Task Order, provided that the Contractor can furnish evidence (e.g., a valid, signed certification from the preceding Contractor or the employee) that the training was successfully completed during the preceding Contract. However, the COTR shall have the sole discretion to accept or deny the proposed training certifications. One situation where this may occur is if the preceding Contract did not contain the same training requirements as this Contract/Task Order.

15.3. Firearms Training and Qualification

The Contractor is responsible for providing 40 hours of firearms training for new employees prior to sending them to a firing range for the qualification session. At least eight (8) but no more than 16 of the 40 hours shall 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 employee must fire a sufficient amount of ammunition during the course of range training to familiarize the employee with their weapon and the qualification course.** No employee will pay for any of the ammunition or range time. The cost of ammunition should be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

Any guard who has successfully completed a 40 hour firearms course using a .38 caliber revolver under an FPS Contract will not be required to take the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, signed copy of a Training Certificate). The COTR shall have the discretion to accept or deny proposed exemptions from training based on documentation and/or valid certification of prior training experience. NOTE: Prior successful training completion by the employee **shall not** exempt the employee from the range qualification requirement.

Unless prohibited by state or local law, all weapons range training and qualifications must be conducted using Trans II targets only, which are available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish all employees weapons qualifications as required by this Task Order. No employee will pay for any of the targets. The cost of the targets should be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

Annual firearms re-qualification does not require specific additional training. It involves the employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (Exhibit 8A) with a passing score documented on a GSA Form 2790 (Exhibit 8B), signed by the Range Instructor and the FPS witness. The serial number of the weapon that person used must also be written on the GSA Form 2790. The Contractor shall be liable for ensuring that all employees receive the training or range time necessary to successfully requalify. All costs associated with requalification should be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order is awarded.

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/Task Order.

An FPS representative will witness all firearms qualifications to ensure that each employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule a range at a mutually acceptable date and time. For the purposes of this Task Order, firearms

qualifications that are not witnessed by an FPS representative will be deemed unacceptable and void. All GSA Form 2790s must be signed by the FPS witness, the Range Instructor, and have the serial number of the weapon that person used, written on the GSA Form 2790 to be valid.

The Contractor must provide the necessary weapons and ammunition for training and qualifications. **At least 48 hours prior to a firearms qualification the Contractor shall provide the COTR with a list of employees names and their assigned firearms serial number. The firearm assigned to them will be the same firearm they qualify with and carry on post. No guard will carry a weapon on post that they have not qualified with.** All weapons and ammunition used shall be inspected and approved by the COTR. Ammunition used for firearms qualifications will be the same as what the guards are required to carry on post. No Contract employee shall have in their possession any ammunition for firearms when they arrive for the qualification. The Contractor shall be responsible for licenses and permits required for transporting weapons to and from where the weapons are stored to the firing range.

There is no limit on the number of times an employee can attempt to requalify on the practical pistol course. However, **under no circumstances whatsoever will the Government permit any guard who has not requalified within one year from the date of their last qualification to work as an armed guard under this Task Order.** Once a guard does requalify they can resume working posts. **Newly hired guards will not work under this Task Order until they have qualified.** The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the practical pistol course. The employee's file should be documented with any and all remedial training given to enable the employee to pass the practical pistol course. Neither, the Government or the employee shall be liable for compensating the Contractor for any expenses incurred to enable their employees to requalify.

15.4. Minimum Age for Firearms Licensing

The Contractor must follow the minimum age requirement cited in paragraph 13.1.(2) above, Federal, State and local licensing requirements for their employees. In most areas the minimum age requirement for armed guard personnel is twenty one (21) years of age.

In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over this SOW.

15.5. Magnetometer/X-Ray Training

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 4 hours of training on the use and handling of the security equipment. Upon completion of the training, the Contractor will complete and submit the "Contractors Certification of X-ray and Magnetometer Training", Exhibit 14, to the COTR. Once the COTR receives the Contractors certification they will issue each employee an FPS certificate of completion. The Contractor shall give the employee the certificate and file a copy in the employee's

personnel folder.

Guards and uniformed supervisors who worked under the previous Contract/Task Order, or any other FPS contract with magnetometers and x-rays, may be exempt from this training provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a signed, legible copy of a Training Certificate), and the training was on equipment which operates the same as the magnetometer and x-ray the guard will be working on post. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

15.6. CPR/First Aid Training

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 Task Order. CPR certification shall be valid for a period of one (1) year. Prior to the one (1) year expiration each employee must become recertified. CPR training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. **The Government does not have any preferences concerning the CPR trainer. The Government does require that each CPR course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques, and the instructor must be certified to instruct by the American Red Cross or the American Heart Society.** If the Contractor is uncertain as to whether a training provider is acceptable, the COTR can provide advice and guidance as to which training provider(s) are acceptable.

First Aid certifications shall be valid for a period of two (2) years. Prior to the two (2) year expiration each employee must become recertified. First Aid training shall be a minimum of 2.5 hours.

Guards or uniformed supervisors who possess a current CPR and First Aid credentials will not be required to retake the training until their credentials are close to expiration.

NO employee shall be permitted to work under this Task Order without valid CPR and 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 become certified. The CO shall take deductions from the Contractors payments for the time the individuals worked without valid certification.

Under no circumstances whatsoever shall the Contractor require any employee to incur the expense of CPR or First Aid training/certification without providing full reimbursement 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.

15.7. OC Spray Training

Prior to any guard carrying OC spray, they must receive the same training and meet the same requirements that are required by their State and Local authorities, with a

minimum of four (4) hours instruction including individuals being OC sprayed; when the use of OC is appropriate; how to administer first aid to someone who has been sprayed, etc. Recertification training requirements will also be the same as is required by the State and Local authorities. Upon completion of the required training or re-certification, the Contractor will complete the certification form, Exhibit 13, and forward it and the course certification to the COTR. Once the COTR receives Exhibit 13 and the course certification they will issue each employee an FPS certificate of completion. The Contractor shall give the employee the certificate and file a copy in the employee's personnel folder.

15.8. Scheduling Government Provided Training and Written Examination

Upon the employees' successful completion of **ALL** training and qualifications and after the Contractor provided 72 hour Basic Training, the Contractor must coordinate with the COTR and schedule the FPS administered training and written examination that will test the employees' familiarity, and understanding, of the information contained in 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).

If an employee does not pass the examination on the first attempt, he/she may retake the examination. However, the employee will be given only two (2) attempts to pass the exam within 90 days from completing the training. If the employee fails upon the second attempt, or does not test within the 90 days, he/she must wait one (1) year before retraining and retaking the examination, and **will not be permitted** to work under any FPS Contract/Task Order during that one year waiting period. When an employee passes the examination, the FPS Trainer/Proctor or the COTR will issue the employee an FPS certificate of completion.

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

15.9. Other Special Training

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. The Contractor will be required to schedule the training, reimburse 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.

15.10. Training of Replacement Employees

All replacement employees shall meet all of the training and testing requirements that is required for the full time guards as specified in Paragraphs 14.3., 14.4., 15.2.1. (for

Productive Guards) and 15.2.2. (for Supervisors).

15.11. Government Provided Training - Failure to Attend

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.

The term 'absence' includes any person properly scheduled for training/testing who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.

An excused absence occurs when personnel fail to appear for scheduled qualifications but the Contractor has provided 24 hour advance notice or an acceptable excuse. Acceptable excuses are medical emergencies of the guard and the guard's immediate family (spouse, children, parents) or a death in the family. The COTR shall review each case to determine if it is acceptable.

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.

The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR 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.

The FPS Instructor 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 payment. Furthermore, those employees with unexcused absences will be given last preference for rescheduling training (after those employees who have not been trained and those who require makeup training from an excused absence); thus, the employee's ability to work under the Contract may be seriously delayed by the unexcused absence(s).

15.12. Training Extensions

In certain rare circumstances, such as emergencies or significant unanticipated increases in required services, the COTRs can recommend that the CO grant an extension of the time frames in which training and/or testing must be completed before a Contract employee can work under the Contract/Task Order. However, all such extensions must be requested in writing by the Contractor stating the specific reasons why the time frame for training/testing should be extended, and give a specific deadline in which the required training/testing will be successfully completed by the employee. This extension will not exceed 90 calendar days. **Under no circumstances may the Contractor schedule or permit any employee to work under an extension without the CO's written consent of the extension.** If the CO grants an extension for the time

frame requested by the Contractor, the Contractor must abide by that time frame. Upon expiration of the extension date the employee must have either completed the training/testing requirements or be removed from the Contract/Task Order until such time as the requirements are successfully completed.

Under no circumstance will the training and/or testing requirements as described in this SOW be waived.

16. Quality Control

16.1. Contractor Provided Quality Control Plan

Adequate and consistent quality control is an essential component of successful performance. The Contractor's Quality Control Plan shall include, but is not limited to the following areas and submitted to the CO ten days after award of the Task Order.

- 1) A description of the type, level, and frequency of inspections performed.
- 2) Quality control inspection checklists shall be used to conduct inspections. They will include, at a minimum, checks of: equipment, uniforms and appearance; attendance and/or compliance with GSA Form 139 Sign in/out procedures; knowledge of and adherence to the Officer Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of current certifications and company identification card(s); possession of required licenses and permits; current firearms and training qualifications on all guards and overall performance.
- 3) A description of the Contractor's Quality Control Program and the Contractor's disciplinary and corrective procedures used when either superior or deficient performance is noted by the Contractor, or the ACOTR/COTR.
- 4) **Quality Control Manager** - As a part of the Contractor's Quality Control Plan, key personnel resume(s) of the Contractor's proposed Quality Control Manager(s) (QCM) shall be provided. The QCM shall be responsible for ensuring compliance with the SOW and the Contractor's Quality Control Plan as accepted by the Government prior to the award or issuance of the Task Order. The QCM may also serve as the Contractor's Contract Manager or Supervisor, but shall not be a uniformed employee of the Contractor.

The reports for all inspections made during the entire term of the Task Order shall be filed in sequential order by date and maintained at the Contractor's facility. Follow-up reports shall also be prepared and maintained in the above manner.

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

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 COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.

If the Contractor's performance indicates that additional quality control measures must be taken to ensure satisfactory performance of required services, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. The CO may direct the Contractor to take additional steps to improve both the overall performance of the Task Order and adherence to their Quality Control Plan.

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 (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's payment for Quality Control not provided).

16.2. Government Inspection, and Monitoring

Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the government will use multiple means of inspection.

Everyone who enters a Government occupied building will be observing and interacting with the Contractor's employees. Those experiences, good or bad, will frequently be reported to FPS. FPS will follow up as is appropriate with each report. If appropriate, FPS will then advise the Contractor of the commendations or complaints received.

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

The Government shall use all methods 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, and may be supplemented by FPS's customer surveys and other agency reviews of the Contractor's performance.

In the event the Contractor fails to provide the required service to the standard prescribed by this SOW, the CO or COTR shall immediately contact the Contractor to report the Government's findings and the steps needed to correct the identified problem(s).

The Government has complete discretion to assess price deductions for required services that were not provided in accordance with the standards prescribed by this SOW in accordance with the following Deduction Schedule (See Paragraph 17).

17. Price Deductions

Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions as prescribed in the following deduction schedule.

IMPORTANT NOTE: The hourly cost for an FPO or an Inspector to man a guard post is \$50.00. The hourly cost rate for the COTR to perform any of the contract functions is \$50.00.

17.1. Deduction Schedule

<u>Item</u>	<u>Deficiency</u>	<u>Deduction</u>
1.	Failure to man each post prescribed by the SOW. (Ref. para 9 SOW)	Contract Hourly Rate(CHR) for each hour a post is unmanned.
2.	Failure to provide properly equipped guards in proper uniforms presenting a professional and neat appearance. (Ref. para 13.2.4 SOW)	CHR for each guard on post(s) plus the hourly cost of each FPS officer required to man the post(s) until problem is corrected.
3.	Failure to equip guards IAW contract requirements. (Ref. para 13.2.4 SOW)	CHR it would cost the Government to rent the equipment or the purchase price of acceptable equipment.
4.	Failure to ensure guards possess GSA Form 3527, State Commission Cards, and all other required permits and certifications while on duty. (Ref. para 7.2 & 7.3 SOW).	CHR for the total hours the guard(s) worked with an expired card(s)/certification card(s). Hourly cost of each FPS officer(s) required to man the post(s) until qualified guard(s) arrive to assume the duties of the post(s).
5.	Failure for a guard(s) to sign-in and/or out on GSA Form 139. (Ref. para 9.5 SOW)	CHR for each hour of the shift(s) the guard(s) worked on that post.
6.	Failure to have up-to-date Officers Duty Book on hand. (Ref. para 9.3 SOW)	Per diem and hourly rate for the COTR to update the incomplete Officers Duty Book(s).
7.	Failure to have guards knowledgeable of post orders. (Ref. para 9.3 SOW)	Relieve guard from working on Government contracts until he/she is knowledgeable. Hourly cost of each FPS officer(s) required to man the post(s) until problem is corrected.
8.	Failure to post work schedule five (5) weeks in advance. (Ref. para 9.4 SOW)	Supervisory CHR from the date and hour of violation until schedule(s) are posted.
9.	Failure to properly maintain and account for keys. (Ref. para 9.3.4 SOW)	CHR from the time of violation until the keys are accounted for and properly stored.
10.	Failure to properly secure weapons and equipment. (Ref. para 13.2.3 SOW)	Hourly rate it will cost the Government to rent or the purchase price of acceptable storage equipment.
11.	Failure to provide motor patrol equipment conforming to SOW. (Ref. para 13.2.2 SOW)	Hourly rate it would cost the Government to rent a comparable vehicle.
12.	Failure to provide fully trained guards on post. (Ref. para 15.1 to 15.15 SOW)	CHR for each hour unqualified guards worked plus the hourly rate for each FPS officer(s) required to man the post(s).
13.	Failure to have a required supervisor present. (Ref. para 10.2 SOW)	Supervisory CHR from the time of violation until the time the problem is corrected.
14.	Failure to maintain a current master list of firearms by serial number assigned to each guard. (Ref. para 13.2.3 SOW)	Per diem and Hourly Rate for the COTR to go to all guards working on Task Order to create a list.

15.	Failure to provide guards carrying authorized weapons with proper amount of ammunition. (Ref. para 13.2.3 SOW)	CHR for each guard on post with the wrong amount of ammunition.
16.	Failure to provide a secure firearms cabinet for guards on project site. (Ref. para 13.2.3. SOW)	Hourly rate it will cost the Government to rent a weapon vault(s).
17.	Failure to post an Occupant Emergency Plan on post and train guards on the plan. (Ref. para 9.3.15 SOW)	Per diem and Hourly Rate for the COTR to post the missing OEPs and provide training if needed.
18.	Failure to post Building Rules and Regulations. (Ref. para 9.3.6 SOW)	Per diem and Hourly Rate for the COTR to post the missing Building Rules and Regulations and provide training if needed.
19.	Failure to instruct guards on the boundary lines and jurisdiction of the building or facility. (Ref. para 9.3.1 SOW)	CHR for each hour unqualified guard(s) worked on post(s).
20.	Failure to maintain grooming and personal hygiene in accordance with the CGIM. (Ref. para 2.4, pg. 24 and 25 CGIM)	CHR for each hour the guard(s) worked until problem is corrected. Plus, the hourly rate for each FPS officer(s) required to man the post(s).
21.	Unarmed guard working an Armed Post(s). (Ref. para. 4 SOW)	100 percent of the CHR for each hour the unarmed guard worked.
22.	Failure to provide guards with required lunch and breaks. (Ref. para 9.7 SOW)	CHR for all the relief not provided.
23.	Guards exceeding the 12 hour shift limit. (Ref. para 9.8 SOW)	CHR for amount of hours over 12.
24.	Required to use FPS personnel to man post(s) that would otherwise be unmanned. (Ref. para. 4 SOW)	100 percent of the CHR and hourly rate for FPS provided services (average \$30.00 per hour).
25.	Lost, damaged, destroyed, or unauthorized use of Government property. (Ref. para 17.3 SOW)	100 percent of the consequential cost associated with repair, replacement, and rentals.
26.	Failure of guards to attend scheduled Government training and testing, and/or weapons qualifications. (Ref. para 15.1 SOW)	A calculated percentage of the trainers total costs will be deducted. Example, 100% / 20 students = 5% of the total trainers cost; 10 students = 10% of the total trainers cost.

NOTE: Deduction rate for failure to provide the required level of service shall be the established hourly rate contained in the task order's Price Schedule's performance period. When an FPO or Inspector is used to man a post, the hourly deduction rate will be \$50.00.

The CO shall add administrative costs, penalties, and any other costs the Government deems necessary to the above deductions.

18. Removal of Guards From Site

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking disciplinary action with respect to his/her employees as may be necessary.

The contractor is also responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized by this Contract/Task Order and the Post Orders.

The COTR or CO may request the contractor to immediately remove any employee from the work site should it be determined that the employee has been disqualified for suitability or security reasons, is found to be unfit to perform their duties, or may jeopardize Government property, security, or personnel. The contractor must comply with these requests within the time frame set by the COTR or CO. The CO will follow up with a letter stating the reasons and/or circumstances for the immediate removal. For clarification a determination of unfitness may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- (1) Violations 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 the worksite(s).
- (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, participating in disruptive activities which interfere with the normal and efficient operations of the Government.
- (5) Theft, vandalism, immoral conduct, or any criminal actions.
Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects; failure to pass drug screening test.
- (6) Improper use of official authority or credentials.
- (7) Unauthorized use of communications equipment or Government property.
- (8) Misuse of weapon(s).
- (9) Violation of security procedures or regulations.

(10) Unauthorized post abandonment.

(11) Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.

(12) Carrying unauthorized supplemental or personal equipment, firearms, knives, cell phones, etc. while on post.

19. Performance

The CO and/or COTR may meet with the Contractor (either in person or via teleconference) to discuss the results of the FPS's quality control findings and the Contractor's overall performance of the Task Order. The intention of these meetings is to establish a "meeting of the minds" between the FPS and the Contractor, and to ensure the effective performance of the Task Order.

Any time the FPS determines the Contractor's performance is inadequate, the CO or COTR shall notify the Contractor in writing of the inadequacies. The Contractor shall be permitted to respond in writing to the findings in the letter of inadequacy. Both the performance evaluation and the Contractor's response shall be filed in the Task Order file. If the Contractor fails to respond the CO shall assume the Contractor's in complete agreement with the letter of inadequacy.

The FPS shall have the express authority to share their findings (either general or specific) of the Contractor's performance reports with any other Federal agency, nonprofit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.

The FPS shall use the performance reports as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future Contract(s)/Task Order(s) to the Contractor.

20. Termination/Cancellation of Services

The Government can terminate services under this Contract/Task Order at any time of its choosing under FAR Clause 52.249-2, Termination for Convenience, as stipulated under the Contractor's FSS/MAS Contract.

Because services under this Task Order are open-ended, numerous option periods available to be exercised, the Contractor shall have the right to propose a no cost cancellation of the Task Order if or when the Contractor no longer is willing or able to provide the required services. The Contractor shall submit the cancellation request in writing to the CO. The request shall contain, at a minimum, the following information:

- (1) Proposed time and date of cancellation.
- (2) Reason(s) for request of cancellation.

- (3) List of all current employees, including each employee's anniversary date (e.g., how long they have worked under FPS Contract(s)/Task Order(s)), how much leave time is owed, and the location where he/she is currently assigned to work.

The Contractor MUST submit the cancellation notice at least 60 calendar days prior to the anticipated cancellation date and time in order for it to be considered by the CO. Upon receipt of the cancellation request, the CO will review it to ensure that it contains the required information. The CO will acknowledge the request in writing and will respond in writing to confirm the actual cancellation date.

The Contractor **shall not** have the right to propose, request, or receive any costs or fees associated with the cancellation of the Task Order.

21. Ordinances, Taxes, Permits and Licenses

Without additional expense to the Government, the Contractor shall fully comply with:

1. All local, city, state and federal laws, regulations and ordinances.
2. Be liable for all applicable federal, state and local taxes.
3. Obtain and pay for all permits and licenses governing performance under the Contract/Task Order.

22. Prohibition Against Subcontracting.

The Contractor shall not subcontract any work required by this contract without the express written approval of the CO by modification to the Task Order, and only due to certain conditions outside the control of the Contractor. The Contractor shall demonstrate that the minimum requirements of this SOW and the Contractor's Quality Control Plan will be met without hindrance or interruption. If the CO authorizes the Contractor to subcontract any part of the work required by this contract, a copy of any such subcontract shall be provided to the CO, which shall be subject to the same requirements, terms and conditions of the Task Order and at no additional cost to the Government.

23. Marking and Payment of Postage, Shipping, and Handling Fees

All information submitted to the CO or COTR shall indicate clearly the Task Order number under which the information is being submitted.

The Contractor shall pay all costs related to the submission of information to the FPS, including forms, reports, files, correspondence, invoices, payrolls, etc. These costs must be factored into the contract price. If this cost is not included, the Contractor will not be reimbursed for it once the Task Order has been awarded.

24. Payments

Payment will be made on a calendar month basis in arrears upon submission of a proper 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, or on the actual period of performance for services rendered and accepted by the Government.

The Government's objective is to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this Contract. The Criteria for Deductions (Paragraph 17) will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work.

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 fraudulent invoices shall be subject to contractual and legal actions.**

To verify the monthly payment for productive and supervisory man-hours, the Contractor shall mail the original GSA Form 139s, or if the originals are lost, a copy stamped "DUPLICATE ORIGINAL" to the COTR. The COTR or a designated representative will 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, and the GSA Form 3430 Building Service Contractor Work Report. 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 shall take a deduction.

All original invoices shall be submitted for payment one of the following methods:

a. **By mail:**

DHS, ICE
Burlington Finance Center (BFC)
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 7 Invoice

b. **By facsimile (fax): (include a cover sheet with point of contact & # of pages)**

802-288-7658

c. **By e-mail:**

Invoice.Consolidation@dhs.gov

Invoices submitted by other than the above three methods to BFC will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award to ensure prompt payment provisions are met. The **FPS Region Number 7** and Accounting Transaction Number (also known as the "PJ" number) shall be notated on every invoice.

A copy of all original invoices, including required invoice documentation, GSA Form 139, GSA Form 3430, and if applicable Additional Services Request form must still be submitted to the following or the invoice will also be rejected by DHS, ICE BFC:

U.S. MAIL:

or

COURIER:

Federal Protective Service
Attn: Contracting Officer
1901 North State Highway 360
Grand Prairie, TX 75050-1412

Federal Protective Service
Attn: Contracting Officer
1901 North State Highway 360
Grand Prairie, TX 75050-1412

25. Insurance Requirements

Evidence of the required insurance types and coverage as required by FAR 52.228-5 contained in the Federal Supply Schedule, and the clause HSAR 3052.228-70 Insurance (DEC 2003) at Part IV, is to be provided to the CO within 10 calendar days after the date the Task Order is issued. The Contractor agrees to insert the substance of the language of FAR 52.228-5 and HSAR 3052.228-70 in all subcontracts hereunder, if subcontracting is authorized in writing by Modification to the Task Order in accordance with the clause at Part I 22. above.

FSS MAS SOW – PART II – EXHIBITS

PART II - EXHIBITS

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>TITLE</u>
EXHIBIT 1	Productive and Supervisory Requirements Including Post Hours and Location
EXHIBIT 2	Communication Equipment Requirements
EXHIBIT 3	Patrol Vehicle Requirements
EXHIBIT 4	Basic Training Syllabus, Provided by the Contractor
EXHIBIT 4A	Contractor's Certification of Basic Training
EXHIBIT 5	Supervisory Training Syllabus, Provided by the Contractor
EXHIBIT 5A	Contractor's Certification of Supervisory Training
EXHIBIT 6	Biennial Refresher Training Syllabus, Provided by the Contractor
EXHIBIT 6A	Contractor's Certification of Biennial Refresher Training
EXHIBIT 7	Training Syllabus Presented by the Government
EXHIBIT 7A	Contractor's Certification of Government Provided Training
EXHIBIT 8	Contractors Certification of Firearms Training
EXHIBIT 8A	Firearms Practical Pistol Course
EXHIBIT 8B	Pistol Qualification Record (GSA Form 2790)
EXHIBIT 9	Contractor's Training Schedule and Plan
EXHIBIT 10	Standard Form (SF 78) Certificate of Medical Examination
EXHIBIT 11	Contractor's Certification of New Employee Eligibility Requirements
EXHIBIT 12	Key Personnel Resume
EXHIBIT 13	Contractors Certification of OC Spray Training
EXHIBIT 14	Contractors Certification of Magnetometer and X-ray Training
EXHIBIT 15	Security Clearance Requirements
EXHIBIT 16	Domestic Violence Form
EXHIBIT 17	DOL Wage Determinations/Collective Bargaining Agreements

EXHIBIT 1

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

Armed Guard Services Posts: Estimated Effective Base Period: 04/01/08 – 09/30/08

Lists of Posts will not be provided in this Exhibit. See Attached Price List for Post hours and locations. Contractor must complete all post and supervisory line item on the attached Pricing Sheets for the base and all option periods to be considered for the award of a Task Order. There is no minimum number of supervisory hours for remote posts. The contractor/offeror shall otherwise make no changes, additions, alterations or modifications to the Government-provided Price Schedule/Quotation.

SEE ATTACHED SPREADSHEETS

(PRICE QUOTATIONS/SCHEDULES)

TE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by Contract. The Contractor must provide a replacement guard for each employee on an authorized break. Unless otherwise specified, patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8-hour shift shall be provided a paid 15-minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4-hour period. A 30-minute paid lunch break shall also be provided to those individuals IF required by the Collective Bargaining Agreement (CBA). All guards working a 6-hour shift shall be provided a paid 15 minute break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicated herein must be included in your quotation/price proposal.

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 2

1. Facilities: See Exhibit 1.

2. Licenses and Frequencies: The Contractor shall coordinate with the FPS for authorization to operate on frequencies specified by the FPS. Where necessary, the CO or COTR will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

3. Normal, Emergency and Continuous Communications: All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between guard, supervisory personnel and the Mega-Center.

4. The Contractor will provide a listing of cell phones, radio(s) and associated equipment to be used on this Contract to the COTR.

5. The COTR will determine what posts, if any, will require a cellular phone. The Contractor shall be responsible for supplying a cellular phone for each of these posts.

EXHIBIT 3

PATROL VEHICLE REQUIREMENTS

The Government's need for the following patrol vehicle(s) will be identified on the Price Schedule for this Task Order. If the Government determines a need for Contractor Patrol Vehicle(s) after the award of the Task Order, a modification will be issued for the requirement, based on a request for quotation from the Contractor, the Government's specific needs and fair and reasonable price(s).

1. **Facility:** _____

2. **Equipment:** Contractor Furnished Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company. The vehicle(s) shall be available at all times during the life of the Task Order, and must be replaced immediately by an equal replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s) at no additional cost to the Government. The vehicle(s) shall be equipped with a 10 - 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicle(s) shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks. *The vehicle(s) may be used for roaming purposes around the _____, as well as other areas that may need monitoring near this _____. The estimated mileage is between _____ and _____ miles per year.

3. **Vehicle Requirements:**

Vehicle No. 1	Vehicle No. 2	*Other

Estimate(s) of hour(s) to be used daily _____

Number(s) of days per week _____

*4. Other vehicles, including MOPEDS, THREE WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:

NONE

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE ICE 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 Hours¹

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the ICE Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	2	Instructor(s) will discuss the mission, role, and responsibilities of ICE 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 <i>(Note: ICE will provide the instructor with information on this program to assist in training)</i>
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.

¹ 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 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.

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<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

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	1	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. 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

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	1	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”.
Use of Force (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.
Crime Scene Protection (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 contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Rules of Evidence (CHAPTER THREE, CGIM)	1	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
		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.

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
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.
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

FSS MAS SOW - PART II - EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	1	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.
Records, Reports, & Forms (CHAPTER EIGHT, CGIM)	3	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. Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on a ICE contract. Emphasis on tips for effective report writing.

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<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 by an the American Red Cross 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, and 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)	2	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.

FSS MAS SOW - PART II - EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<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 and Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 4, continued

BASIC TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
		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.

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	_____	<u>72</u>

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 SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE 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

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 5

SUPERVISORY TRAINING SYLLABUS, PROVIDED 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 an ICE 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 ICE 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 ICE Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and ICE officials involved in the administration and operation of ICE 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.

EXHIBIT 5, Continued

SUPERVISORY TRAINING SYLLABUS, PROVIDED 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.

EXHIBIT 5A

CONTRACTOR'S CERTIFICATE 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	_____	<u>9</u>

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 IMPRISON-MENT (U.S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

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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

EXHIBIT 6

BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE ICE 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.

40 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of ICE and the Federal Protective Service (CHAPTER ONE, CGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of ICE 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 <i>(Note: FPS will provide the instructor with information on this program to assist in training)</i>
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.

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 6, continued

BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<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 instructions should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other

FSS MAS SOW - PART II – EXHIBITS

Professional Public Relations Part II: Interactive Training	1	forms of personal grooming. 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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FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 6, continued

BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
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 audio/visual	.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 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".

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 6, continued

BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<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)	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 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

FSS MAS SOW - PART II – EXHIBITS

		and will discuss protocol for communication with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book.
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

EXHIBIT 6, continued

BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
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)	.5	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)	.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.
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.

FSS MAS SOW - PART II – EXHIBITS

		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 a ICE contract. Emphasis on tips for effective report writing.

FSS MAS SOW - PART II -- EXHIBITS

EXHIBIT 6, continued

BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
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 by an 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.
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.

FSS MAS SOW - PART II – EXHIBITS

Civil Disturbances 1
(CHAPTER FOURTEEN, CGIM)

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.

EXHIBIT 6, continued**BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
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 instruct (CHAPTER SIXTEEN, CGIM)	.5	Lecture and practical applications to 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.
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

FSS MAS SOW - PART II – EXHIBITS

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.

EXHIBIT 6, continued

BIENNIAL REFRESHER TRAINING SYLLABUS, PROVIDED BY THE CONTRACTOR

<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.

The Contractor must present 40 hours of Refresher 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.

EXHIBIT 6A

CONTRACTOR'S CERTIFICATION OF BIENNIAL REFRESHER TRAINING

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

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

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
REFRESHER TRAINING	_____	<u>40</u>

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 IMPRISON-MENT (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 SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE 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

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 7

TRAINING SYLLABUS PRESENTED BY THE GOVERNMENT

(8 Hours)

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations	1	Discuss ICE'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.

EXHIBIT 7, continued

TRAINING SYLLABUS PRESENTED BY THE GOVERNMENT

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Report Writing, Notes and Required GSA Forms	3	<p data-bbox="954 464 1422 804">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.</p> <p data-bbox="954 842 1422 909">Instructor(s) will review and discuss the importance of the following forms:</p> <ul style="list-style-type: none"> <li data-bbox="954 947 1349 1014">a. GSA Form 3155, Preliminary Investigation; <li data-bbox="954 1052 1406 1083">b. GSA Form 3157, Crime Analysis; <li data-bbox="954 1121 1333 1188">c. GSA Form 1039, Record of Property Found; <li data-bbox="954 1226 1385 1293">d. GSA Form 252, Found Property Tag; <li data-bbox="954 1331 1349 1398">e. GSA Form 1789, Register of Visitors; <li data-bbox="954 1436 1333 1503">f. GSA Form 139, Arrival and Departures; <li data-bbox="954 1541 1385 1608">g. NCR Form 139-R, Relief Guard Register <li data-bbox="954 1646 1341 1713">h. GSA Form 239, Officer and Inspectors Register; <li data-bbox="954 1751 1385 1818">I. GSA Form 435, Guards Hourly Report; <li data-bbox="954 1856 1422 1950">j. Special forms unique to the facility used in the performance of the Contract duties.

EXHIBIT 7, continued

TRAINING SYLLABUS PRESENTED BY THE GOVERNMENT

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Telephone and Radio Communications	1	Instruction will prepare the Contract guard for use of telephone and radio communications techniques. Instruction 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, 50 minutes will be considered as one hour of instruction.

FSS MAS SOW - PART II - EXHIBITS

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 SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE 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 8

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	_____	<u>40</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 IMPRISON-MENT (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 SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE 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

FSS MAS SOW - PART II - EXHIBITS
EXHIBIT 8A

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
3 Yds	1	Standing point shoulder reference sights (FI) Strong hand only	DA	6	1	2 Sec.	One shot in 2 seconds, reholster 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).
7 Yds	1	Standing two hands with sights (FI)	DA	12	1	3 Sec.	One shot in 3 seconds, reholster after each shot (X5).
	2	Standing two hands with sights (FI)	DA	12	2	4 sec.	Two shots in 4 seconds, reholster after each pair (X2).
	1	Standing two hands with sights (FI)	DA	12	1	20 sec.	One shot, unload, reload w/6 rounds in 20 seconds (15 seconds if speedloaders are used), transfer weapon to weak hand and fire one additional shot weak hand only. From aimed in position continue firing one shot in 3 seconds (X5). STANCE DOES NOT CHANGE.
	2	Standing two hands with sights (FI)	DA	2/RL-2(6)/2	2	15 sec.	Two shots, unload, reload w/2 rounds (six rounds if speedloader 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.

FSS MAS SOW - PART II - EXHIBITS
 EXHIBIT 8A, continued

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
15 Yds	1	Right/Left side standing and kneeling Barricade	DA	12	3	7 Sec.	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 speedloader 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.

FSS MAS SOW - PART II - EXHIBITS
 EXHIBIT 8A, continued

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
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.
	2	Left side standing barricade position	DA	6	3/2/1	8/5/3 Sec.	Repeat Sequence in Stage 2.

NOTE: When shooter is aimed in on edged target, the finger will be ON the trigger.

COURSE NOTE: For the stages in which the shooter fires and then reholsters, the procedure will be as follows: Aimed in until the target edges away. The shooter will then look left, then right (using the eyes only, not the head), before reholstering the weapon.

MARKSMANSHIP RATINGS:

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

TOTAL ROUNDS	60
POSSIBLE SCORE	300
MINIMUM SCORE	210

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 8B

PISTOL QUALIFICATION RECORD			
NAME (Last, First, Middle Initial)		REGION	ZONE
NOTE: DO NOT SOLICIT SSN FROM EMPLOYEES OBTAIN FROM EXISTING FILES		SOCIAL SECURITY NUMBER	SCORE
COMMENTS			
QUALIFIED (minimum qualifying score 210 out of 300)			DATE
	YES	NO	
STATE CERTIFIED INSTRUCTOR (Print name and sign)			DATE
FPS WITNESS (Print name and sign)			DATE

GENERAL SERVICES ADMINISTRATION

GSA FORM 2790 (REV. 1-83)

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(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 10

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

(Contractor may obtain SF 78 from the Federal Forms link at <http://www.gsa.gov>)

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 10A

Exhibit 10A will be provided to the successful contractor after the award of a Task Order.

EXHIBIT 11

CONTRACTOR'S CERTIFICATION OF NEW EMPLOYEE
ELIGIBILITY REQUIREMENTS

PAGE 1 OF 2

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

I hereby certify that the above named employee has fulfilled all the requirements listed below, copies of the documentation for the COTR are attached, are all current, valid, and copies are properly filed in the employee's personnel file:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>
SUITABILITY ADJUDICATION	_____
STATE COMMISSION CARD	_____
DOMESTIC VIOLENCE FORM	_____
SF 78 – CERTIFICATE OF MEDICAL EXAMINATION	_____
PRE-EMPLOYMENT DRUG SCREENING	_____
CONTRACTOR PROVIDED 72 HOUR BASIC TRAINING CERTIFICATE	_____
FIREARMS TRAINING CERTIFICATE	_____
FIREARMS QUALIFICATION FORM (GSA Form 2790)	_____
GOVERNMENT PROVIDED 8 HOUR TRAINING CERTIFICATE	_____
EXPANDABLE BATON TRAINING CERTIFICATE	_____
MAGNETOMETER/X-RAY TRAINING CERTIFICATE (Where Applicable)	_____
OC SPRAY TRAINING CERTIFICATE	_____
CPR/FIRST AID CERTIFICATION	_____
KEY PERSONNEL RESUME (If Applicable)	_____
HIGH SCHOOL DIPLOMA OR EQUIVALENT	_____

EXHIBIT 11, Continued

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

PAGE 2 OF 2

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.

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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 COTR with the employee's certifications and documentation to back up the dates on the preceding page. The documentation is required by this Contract prior to the employee's initial performance under the contract. A copy of this certification shall also be placed in the Contract employee's personnel file.

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 COTR.

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>Diploma or Certificate Issued</u>
---------------------	-----------------------	--------------------------------------

High School:

College/Specialized:

Trade School(s):

PROVIDE A 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.

EXHIBIT 13

CONTRACTOR’S CERTIFICATION OF OC SPRAY 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>
OC TRAINING	_____	<u>4 Minimum</u>

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

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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

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 14

CONTRACTOR’S CERTIFICATION OF MAGNETOMETER AND X-RAY 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>
MAGNETOMETER AND X-RAY TRAINING	_____	<u>4</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 IMPRISON-MENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

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CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 15

SECURITY CLEARANCE REQUIREMENTS

<u>FACILITY CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. FPS Suitability Determination	_____	_____

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

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

EXHIBIT 16

DOMESTIC VIOLENCE FORM

ARMED CONTRACT GUARD QUALIFICATION INQUIRY

You are required to complete this Qualification Inquiry and submit it to your immediate supervisor. In completing this form, you are advised:

- (a) The purpose of this inquiry is to obtain information, which will assist in implementing 18 U.S.C. 922 (g) (9), which prohibits individuals who have been convicted of misdemeanor crimes of domestic violence from possessing firearms.
- (b) You have a duty to complete this form. Failure to do so will result in your immediate non-qualification to serve as an armed security guard under ICE contracts.
- (c) This inquiry is continuing in nature. If any of the information provided below changes, you have a duty to supplement this information.
- (d) Neither your answers nor any information or evidence gained by reason of your answers can be used against you in any criminal prosecution for violation of 18 U.S.C. 922 (g) (9). However, the answers you furnish and any information or evidence resulting there from may be used against you in a prosecution for knowingly and willfully providing false statement or information, and in the course of agency disciplinary proceedings.

1. Have you ever been convicted of a misdemeanor crime of domestic violence as defined by 18 U.S.C. 921 (a) (33)?

YES _____

NO _____

2. If you answered YES to the first question, provide the following information with respect to the conviction:

Court/Jurisdiction: _____
 Docket/Case Number: _____
 Statute/Charge: _____
 Date Sentence: _____

I hereby certify that, to the best of my information and belief, all of the information provided by me is true, correct, complete and made in good faith. I understand that 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 19 U.S.C. 1001.

Name and Title: _____
 Office: _____

Signature: _____ Date: _____

As defined in 18 U.S.C. 921 (a) (33). A "misdemeanor crime of domestic violence" means an offense that

FSS MAS SOW - PART II – EXHIBITS

(1) is a misdemeanor under Federal or State law; and

(2) has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a parent who is cohabiting with or who has cohabited with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent, or guardian of the victim.

The term “convicted” does not include anyone whose conviction has been expunged, set-aside, pardoned, or anyone who has had his or her civil rights restored.

FSS MAS SOW - PART II – EXHIBITS

EXHIBIT 17

See attached copies of required DOL Wage Determinations and/or Collective Bargaining Agreements.

PART III – QUOTATION PREPARATION AND PRICING

1. Price Evaluation for Award

- a. The Government will issue a **firm-fixed price** Task Order for a base period of six (6) months, with two (2) three (3) one month option periods. A Task Order will be issued for the services described in this Statement of Work including Part II Exhibit No. 1 to the responsive, responsible FSS contractor/offeree with the lowest total evaluated price to the Government. The total evaluated price will be determined by the offeror's proposed Contract Hourly Rate (CHR) for each line item provided on Part II, Exhibit 1 and the accurate computations of the total amount per line item, and the total sum for the monthly amount of each line item for each period. The total sum of the six-month base period and two (2) three (3) one (1) month option periods will be the total evaluated price. The successful offeror's price quotation must demonstrate the offeror understands this SOW for the successful performance at fair and reasonable prices, completeness and realism.
- b. The Task Order shall be priced according to the firm-fixed hourly prices (CHR) offered by the contractor/offeree and accepted by the Government at the time the Task Order is issued.

2. General Instructions

- a. An offeror's failure to include a price (CHR) on each line item of Part II Exhibit No. 1 will be cause for the Government's rejection of the offeror's proposal as non-responsive. The offeror shall make no changes, deletions or additions to Part II, Exhibit No. 1.
- b. A firm-fixed CHR shall be entered and proposed for the two disciplines indicated (productive armed guards and supervisor), in accordance with this Part, Part I including consideration of Part I 4.1, Part II and IV, for the base period and each of the option periods to be considered for the award of a Task Order. **Please note that clause FAR 52.222-43 only applies to non-supervisory categories of employees. The Supervisory discipline specified under this SOW and included with CHR in Part II, Exhibit No. 1 is not subject to any price adjustment after the issuance of a Task Order.**
- c. The Government's intent is to issue a Task Order without the conduct of negotiations with any of the Offerors; however, the Government may seek clarification of any timely quotations received.
- d. Consideration for varying CHR, based on specific client agency(s), location or hours of a post, will not be applicable after the award or issuance of a Task Order. The CHR proposed and accepted by the Government, including any option periods, shall remain firm-fixed price for the full term of this Task Order only excluding any price adjustments in accordance with the Fair Labor Standards Act and Service Contract Act clauses of the FSS and this SOW.
- e. Pricing for Temporary Additional Service (TAS) and Special Additional Services (SAS) shall be performed at the Task Order's productive armed guard CHR as of the date TAS is ordered. (Part III 2.2.c).

- f. Additional services (TAS/SAS) that may be ordered at the sole option of the Government, is intended for short-term, non-recurring needs for service. Should a continuing need for additional or extended services arise, a Task Order modification of Part II, Exhibit 1 will be issued by the Government to provide for such recurring services.
- g. The Offeror is responsible for determining the amount of all training/certifications required by the incumbent's workforce to meet Task Order requirements within 30 days of start-up and for including such costs in their price quote. The Government estimates that approximately 30 to 40 percent of the incumbent's workforce may require some training/certifications for Task Order start-up.
- h. The minimum wage rates and fringe benefits applicable to the initial (base) period of performance are outlined in the applicable U.S. Department of Labor Wage Determination(s): List Appropriate State/County Labor Wage Determinations which are attached in Exhibit 17. DO NOT INCLUDE ANY CONTINGENCY PRICING RELATED TO THE WAGES AND BENEFITS REQUIRED UNDER THE DOL WAGE DETERMINATION(S) FOR NON-SUPERVISORY EMPLOYEES in accordance with the Fair Labor Standards Act and Service Contract Act of the FSS and this SOW.
- i. The applicable Occupation Code and Title for this SOW is 27102 – Guard II. This is the minimum wage rate and benefits that the Contractor must pay to all guards working under the task order.
- j. **Price Adjustments.** It is important that Offerors note the requirements of FAR 52.222-43 entitled "Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)". Offerors may not propose escalated or otherwise adjusted wages and fringe benefits for the option periods of the price schedule (Part II Exhibit 1) for non-supervisory occupations or categories of employees to perform under this Task Order. The Offeror will be able to adjust wages and fringe benefits in the event a new Wage Determination is issued that causes such an adjustment, in accordance with paragraph (d) of the FAR clause cited above. Additionally, Offerors are cautioned to include any adjustments to general and administrative costs, Supervisors, overhead and profit and other direct costs for the option periods of the price schedule (Exhibit 1 of Part II), since such adjustments will not be permitted after contract award per paragraph (e) of the clause. An updated Department of Labor Wage Determination will be incorporated into the contract as required during the option periods by DOL.
- k. 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.

IMPORTANT NOTE: Only DOL category **Guard II** guards may be utilized to perform services under the Task Order. Guard I requires minimal training, whereas Guard II requires specialized training in methods and techniques of protecting security areas. Guard II guards shall be armed. Therefore, any attempt by the Contractor to compensate guards at an hourly rate of less than that established by the Department of Labor Wage Determination for Guard II during the performance of this task order will be considered a breach of the task order and will be grounds for termination for cause.

3. Instructions for Submitting Quotations

All Offerors shall follow the instructions in this Part for the preparation and submission of their price quotation. The purpose is to establish requirements for the format and content of the quotations so that quotations are complete, contain all essential information, and can be evaluated equally.

- a. Each Offeror shall submit a signed copy of the SF1449 and a completed price quotation to Mirian R. Tudor, Contract Specialist, by email (mirian.tudor@dhs.gov) fax (817-649-6249), or overnight mail to Consolidated Contracting Group (CCG) Central, Grand Prairie CCG, ATTN: Mirian R. Tudor, 1901 North Highway 360, Ste. 500, Grand Prairie, TX 75050-1412.
- b. The signed SF1449 (with an original signature) and the completed price quotation shall be received no later than the date and time specified in Block 8 of SF 1449.
- c. The offeror shall maintain a copy of their price quotation for their records.
- d. Price Quotations received after the time and date specified in the SF 1449 will be considered late submissions and may not be considered for the award of a Task Order. The CO shall have the sole discretion whether to consider any late quotations.

4. Options

- a. The Government will award the Task Order for a base period of six (6) months, and shall have the unilateral right to extend services for two (2) options of three (3) one month each.
- b. The Government will notify the Contractor in writing of its intention to exercise the options within 15 days of the expiration of the then term period. The Government will exercise the options by written modification to the task order within 15 days of the expiration of the task order. The modification will include the most current Wage Determination(s) that shall be paid to the guards upon the start date of the new option period.

Important Note: The Contractor has no contractual right to option periods beyond the initial four-month award term. The Government has sole discretion on the exercise of any options under this Task Order

5. Option to Extend Services

The Government may require continued performance of any services within the limits and at the rates specified in this Task Order. 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 to extend services within 15 days of the expiration date.

NOTICE CONCERNING INFORMATION COLLECTION REQUIREMENTS: The information collection requirements contained in this request for quotation that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control Number 3090-0163.

PART IV – HSAR CLAUSES

1. FEDERAL ACQUISITION REGULATION (FAR) SOLICITATION PROVISIONS AND CONTRACT CLAUSES

1.1 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/these addresses: <http://farsite.hill.af.mil/vffara.htm>, and <http://www.arnet.gov/far/>.

- 52.228-5 Insurance—Work on a Government Installation (Jan 1997)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)
- 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003)
- 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
- 52.237-3 Continuity of Services (Jan 1991)

2. HOMELAND SECURITY REGULATION CLAUSES (HSAR) SOLICITATION PROVISIONS AND CONTRACT CLAUSES The DHS Acquisition Regulation (HSAR) may be found at the following website:
<http://www.dhs.gov/dhspublic/display?theme=37&content=3607> (click on “DHS Acquisition Regulation” under “Acquisition Policy and Regulations”)

2.1. 3052.204-70 Security Requirements for Unclassified Information Technology Resources. (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within ____ [“insert number of days”] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail

the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer.

Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

2.2. 3052.204-71 Contractor Employee Access (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(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 requirement 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 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.

2.3. 3052.209-70 Prohibition on Contracts With Corporate Expatriates (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. 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 national security.

(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, 6 U.S.C. 395, 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 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, 6 U.S.C. 395(b)(1).

(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 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 the Homeland Security Act, 6 U.S.C. 395(b) 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.

(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*. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

2.4. HSAR CLAUSES INCORPORATED BY REFERENCE

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS

The Contractor agrees to comply with the following clauses incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the letter contract is issued applies otherwise stated herein. The following clauses are hereby incorporated by reference:

HSAR 3052.211-70

Index for Specifications

HSAR 3052.215-70

Key Personnel or Facilities

HSAR 3052.222-70

Strikes or Picketing Affecting Timely Completion of the Contract Work

HSAR 3052.222-71

Strikes or Picketing Affecting Access to a DHS Facility

- HSAR 3052.228-70 Insurance
- HSAR 3052.242-71 Dissemination of Contract Information
- HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources FT
- HSAR 3052.245.70 Government Property Reports
- HSAR 3052-242-72 Contracting Officer's Technical Representative

2.5. Inherently Governmental Functions

In accordance with FAR 7.5, the contractor shall ensure that the contractor, including the contractor's owners, representatives, management personnel, and employees, does not perform inherently governmental functions.

1) The following provides a non-inclusive sample of functions that are considered inherently governmental functions, or which shall be treated as such:

- (a) The direct conduct of criminal investigations.
- (b) The control of prosecutions and performance of adjudicatory functions other than those relating to arbitration or other methods of alternative dispute resolution.
- (c) The command of military forces, especially the leadership of military personnel who are members of the combat, combat support, or combat service support role.
- (d) The conduct of foreign relations and the determination of foreign policy.
- (e) The determination of agency policy, such as determining the content and application of regulations, among other things.
- (f) The determination of Federal program priorities for budget requests.
- (g) The direction and control of Federal employees.
- (h) The direction and control of intelligence and counter-intelligence operations.
- (i) The selection or non-selection of individuals for Federal Government employment, including the interviewing of individuals for employment.
- (j) The approval of position descriptions and performance standards for Federal employees.
- (k) The determination of what Government property is to be disposed of and on what terms (although an agency may give contractors authority to dispose of property at prices within specified ranges and subject to other reasonable conditions deemed appropriate by the agency).
- (l) In Federal procurement activities with respect to prime contracts—
 - (i) Determining what supplies or services are to be acquired by the Government (although an agency may give contractors authority to acquire supplies at prices within specified ranges and subject to other reasonable conditions deemed appropriate by the agency);

- (ii) Participating as a voting member on any source selection boards;
- (iii) Approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria;
- (iv) Awarding contracts;
- (v) Administering contracts (including ordering changes in contract performance or contract quantities, taking action based on evaluations of contractor performance, and accepting or rejecting contractor products or services);
- (vi) Terminating contracts;
- (vii) Determining whether contract costs are reasonable, allocable, and allowable; and
- (viii) Participating as a voting member on performance evaluation boards.

(m) The approval of agency responses to Freedom of Information Act requests (other than routine responses that, because of statute, regulation, or agency policy, do not require the exercise of judgment in determining whether documents are to be released or withheld), and the approval of agency responses to the administrative appeals of denials of Freedom of Information Act requests.

(n) The conduct of administrative hearings to determine the eligibility of any person for a security clearance, or involving actions that affect matters of personal reputation or eligibility to participate in Government programs.

(o) The approval of Federal licensing actions and inspections.

(p) The determination of budget policy, guidance, and strategy.

(q) The collection, control, and disbursement of fees, royalties, duties, fines, taxes, and other public funds, unless authorized by statute, such as 31 U.S.C. 952 (relating to private collection contractors) and 31 U.S.C. 3718 (relating to private attorney collection services), but not including—

(i) Collection of fees, fines, penalties, costs, or other charges from visitors to or patrons of mess halls, post or base exchange concessions, national parks, and similar entities or activities, or from other persons, where the amount to be collected is easily calculated or predetermined and the funds collected can be easily controlled using standard case management techniques; and

(ii) Routine voucher and invoice examination.

(r) The control of the treasury accounts.

(s) The administration of public trusts.

(t) The drafting of Congressional testimony, responses to Congressional correspondence, or agency responses to audit reports from the Inspector General, the General Accounting Office, or other Federal audit entity.

2) The following is a list of examples of functions generally not considered to be inherently governmental functions. However, certain services and actions that are not considered to be inherently governmental functions may approach being in that category because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Government administers contractor performance. This list is not all inclusive:

(a) Services that involve or relate to budget preparation, including workload modeling, fact finding, efficiency studies, and should-cost analyses, etc.

(b) Services that involve or relate to reorganization and planning activities.

(c) Services that involve or relate to analyses, feasibility studies, and strategy options to be used by agency personnel in developing policy.

(d) Services that involve or relate to the development of regulations.

- (e) Services that involve or relate to the evaluation of another contractor's performance.
- (f) Services in support of acquisition planning.
- (g) Contractors providing assistance in contract management (such as where the contractor might influence official evaluations of other contractors).
- (h) Contractors providing technical evaluation of contract proposals.
- (i) Contractors providing assistance in the development of statements of work.
- (j) Contractors providing support in preparing responses to Freedom of Information Act requests.
- (k) Contractors working in any situation that permits or might permit them to gain access to confidential business information and/or any other sensitive information (other than situations covered by the National Industrial Security Program described in 4.402(b)).
- (l) Contractors providing information regarding agency policies or regulations, such as attending conferences on behalf of an agency, conducting community relations campaigns, or conducting agency training courses.
- (m) Contractors participating in any situation where it might be assumed that they are agency employees or representatives.
- (n) Contractors participating as technical advisors to a source selection board or participating as voting or nonvoting members of a source evaluation board.
- (o) Contractors serving as arbitrators or providing alternative methods of dispute resolution.
- (p) Contractors constructing buildings or structures intended to be secure from electronic eavesdropping or other penetration by foreign governments.
- (q) Contractors providing inspection services.
- (r) Contractors providing legal advice and interpretations of regulations and statutes to Government officials.
- (s) Contractors providing special non-law enforcement, security activities that do not directly involve criminal investigations, such as prisoner detention or transport and non-military national security details.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement on 6-21-07, as full acknowledgment of their intention to be bound by the Agreement.

FOR: Security Consultants Group, Inc

FOR: United Government Officers
of America

BY: R. Kierulff

BY: [Signature]

TITLE: Custom Relations Mgr

TITLE: Director

DATE: 6-21-07

DATE: 6-21-07

FOR: UGSOA LOCAL 221

BY: Hector Tota

TITLE: President

DATE: 6-21-07