

COMMERCIAL ITEMS

2. Contract No. HS-FPS-04-XPA 0013 3. Award/Effective Date 5/12/04 7, 23, 24, & 30

4. Order Number
5. Solicitation Number HS-FPS-04-XPA-0013

6. Solicitation Issue Date April 9, 2004

7. For Solicitation Information Call: a. Name Dolor Alejandro (b)(6)
8. Offer Due Date/Local Time April 27, 2004 / 03:00 PM

9. Issued By
Code 10PSM
Federal Protective Service (10PS)
U.S. Immigration & Customs Enforcement
Department of Homeland Security
400 15TH St., SW
Auburn, WA 98001-6599

10. This Acquisition is
 Unrestricted
 Set-Aside % for
 See SOW for Acquisition Type
 Small Business
 HubZone Small Business
NAICS: 561612
Size Standard: 8(A)

11. Requisition Number 10PS-04-1118
12. Discount Terms N/A

b. Telephone Number (No collect calls) 253-931-(b)(2)Low
13a. This contract is a rated order under DPAS (15 CFR 700)

11. Delivery for FOB Destination Unless Block is Marked. See Schedule
13b. Rating

14. Method of Solicitation RFQ IFB RFP

15. Deliver To
Code 10PSM
Federal Protective Service (10PS)
U.S. Immigration & Customs Enforcement
Department of Homeland Security
400 15TH St., SW, Auburn, WA 98001-6599

17a. Contractor/Offeror
Code Facility Code
Security Services of Idaho, Inc.
475 Yellowstone, Suite K
Pocatello, ID 83201 DUNS: 148014129
Telephone No. 208-232-3521 TIN: 82-0402354

16. Administered By
Code

18a. Payment Will Be Made By
Code

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.
 See Addendum.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NOTE: See 2 nd Page				

25. Accounting and Appropriation Data
26. Total Award Amount (For Govt. Use Only)

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda are are not attached
27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda are are not attached

28. Contractor is required to sign this document and return 3 copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.

29. Award of Contract: Reference _____ Offer Dated _____ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:

30a. Signature of Offeror/Contractor
Eugene Wilson
30b. Name and Title of Signer (Type or Print) Eugene Wilson, President
30c. Date Signed 04/23/04

31a. United States of America (Signature of Contracting Officer)
Dolor Alejandro
31b. Name of Contracting Officer (Type or Print)
31c. Date Signed 5/12/04

32a. Quantity in Column 21 Has Been
 Received Inspected Accepted, and Conforms to the Contract, Except as Noted:
32b. Signature of Authorized Government Representative
32c. Date

32d. Printed Name and Title of Authorized Government Representative
32f. Telephone Number of Authorized Government Representative
32g. E-mail of Authorized Government Representative

33. Ship Number
34. Voucher Number
35. Amount Verified Correct For
36. Payment Complete Partial Final
37. Check Number

38. S/R Account Number
39. S/R Voucher Number
40. Paid By
41a. I certify this account is correct and proper for payment
41b. Signature and Title of Certifying Officer
41c. Date

42a. Received By (Print)
42b. Received At (Location)
42c. Date Rec'd (YY/MM/DD)
42d. Total Containers

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	7FCI-L3-03-0084B FOR SECURITY GUARD SERVICES REFER TO YOUR FSS CONTRACT AWARDED UNDER THE FSS MASS SOLICITATION NO. Contractor to provide all services, labor, supplies, materials, management, supervision, and equipment in accordance with the attached Statement of Work				
0001	NOTE BASE YEAR CONSIST OF SOUTHERN IDAHO ONLY: SOUTHERN IDAHO GUARD POSTS BASE YEAR: 07/01/2004 through 09/30/2004 Armed Security Class II Guard Services for Southern Idaho	(b)(4) 22,500	HR	(b)(4)	(b)(4)
(local) 0002	OPTION YEAR I: (FIRST ADDITIONAL 12-MONTH PERIOD: 10/01/2004 through 09/30/2005) Armed Security Class II Guard Services for Southern Idaho	(b)(4)	HR	(b)(4)	(b)(4)
0003	Addition to OPTION YEAR 1 Add location: Northern Idaho and Eastern Washington (Note: For One (1) Month Only covering the period of 09/01/2005 through 09/30/2005)	(b)(4)	HR	(b)(4)	(b)(4)
0004	OPTION YEAR II (SECOND 12- MONTH PERIOD: 10/01/2005 through 09/30/2006): (A) Armed Security Class II Guard Services for Southern Idaho	(b)(4)	HR	(b)(4)	(b)(4)
0005	(B) Armed Security Class II Guard Services for Northern Idaho and Eastern Washington	(b)(4)	HR	(b)(4)	(b)(4)
0006	OPTION YEAR III (THIRD 12- MONTH PERIOD: 10/01/2006 through 09/30/2007): (A) Armed Security Class II Guard Services for Southern Idaho	(b)(4)	HR	(b)(4)	(b)(4)
0007	(B) Armed Security Class II Guard Services for Northern Idaho and Eastern Washington	(b)(4)	HR	(b)(4)	(b)(4)
0008	OPTION YEAR IV (FOURTH 12- MONTH PERIOD: 10/01/2007 through 09/30/2008): (A) Armed Security Class II Guard Services for Southern Idaho	(b)(4)	HR	(b)(4)	(b)(4)
0009	(B) Armed Security Class II Guard Services for Northern Idaho and Eastern Washington	(b)(4)	HR	(b)(4)	(b)(4)

SCHEDULE

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Contract ID Code	Page	of Pages
	1	1

2. Amendment/Modification No. PA01	3. Effective Date August 4, 2004	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
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6. Issued By GSA, FPS Threat Mgmt Branch GSA Complex (10PSM) 400 15th St SW Auburn, WA 98001-6599	Code 10PSM	7. Administered By (If other than Item 6) GSA Customer Ops Support Team Contract Services (10PZS) 400 15th St SW Auburn WA 98001-6599	Code 10PZS
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8. Name and Address of Contractor (No., Street, County, and Zip Code) Security Services of Idaho, Inc. P.O. BOX 1304 Pocatello, ID 83204 Attn: Lorne Engleson (208) 232-3521 (208) 234-9332FAX	(X)	9A. Amendment of Solicitation No. HS-FPS-04-XPA-0013
	X	9B. Date (See Item 11) Nov 7, 2003
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)

Code	Facility Code
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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 0 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 ACKNOWLEDGMENT 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)
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**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	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.
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth 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)

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

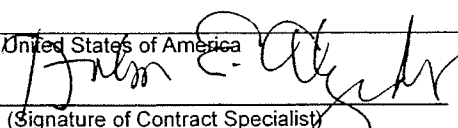
14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This administrative modification is being issued to change the vendor's mailing address from:

From:
475 Yellowstone, Suite K
Pocatello, ID 83201

To:
P.O. Box 1304
Pocatello, ID 83204

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) Dolor E. Alegrado (2530 931) (b)(2)Low Contracting Officer		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States of America  (Signature of Contract Specialist)	16C. Date Signed 8/4/03

Item No.	Supplies/Serv	Quantity	Unit	Unit Price	Amount
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					Contract ID Code
					Page 1 of Pages 3

2. Amendment/Modification No. PA02	3. Effective Date August 21, 2004	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
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6. Issued By FPS, Department of Homeland Security GSA Complex (10PSM) 400 15th St SW Auburn, WA 98001-6599	Code 10PSM	7. Administered By (if other than Item 6) FPS, Department of Homeland Security GSA Complex (10PSM) 400 15th St SW Auburn WA 98001-6599	Code 10PZS
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8. Name and Address of Contractor (No., Street, County, and Zip Code) Security Services of Idaho P.O. Box 1304 Pocatello, ID 83204 Attn: Eugene Wilson (208) 232-3521 (208) 234-9332 Fax	(X)	9A. Amendment of Solicitation No.	
	X	9B. Date (See Item 11)	
		10A. Modification of Contract/Order No. HS-FPS-04-XPA-0013	
		10B. Date (See Item 13) 03 MAY 04	
Code		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 0 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 ACKNOWLEDGMENT 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)
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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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.
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth 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)

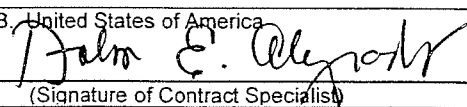
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This administrative modification is being issued to notify call contractors of the following:

- (a) Payment office will now be the Dallas Finance Center (DFC), located in Dallas, Texas;
- (b) Any invoices submitted to GSA, Office of Finance, after September 20, 2004 will be returned to contractor
- (c) ALL invoices are to be sent to the applicable Contracting officer. No longer will Contractors be able to submit their invoices directly to the DFC;
- (d) Required information contractors need to include on their invoices.

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) Dolor E. Alegrado (2530 931- (b)(2)Low) Contracting Officer
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed
	16B. United States of America  (Signature of Contract Specialist)
	16C. Date Signed 08/21/04

Contract Number: HS-FPS-04-XPA-0013

Modification Number: PA02

The Federal Protective Service (FPS) is in the process of transitioning all contracts to the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE). This contract will be managed under the auspices of ICE Office of Procurement and all invoices will be paid by the ICE Office of Financial Management (OFM), Dallas Finance Center (DFC).

The purpose of this modification is to provide information and instructions on new invoicing and payment procedures that will take effect **September 20, 2004** under this contract. All invoices submitted to GSA after September 20, 2004, will be returned to the contractor as an improper invoice under the terms of this modification. All invoices submitted for payment after September 20, 2004 should be forwarded to the Contracting Officer at the following address:

Dolor E. Alegro
Contracting Officer
Federal Protective Service
GSA Complex, 10PS
400 15th St. SW
Auburn, WA 98001-6599

This modification is authorized under FAR 43.103(b)(1).

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

As of the effective date of this modification the following clauses shall be incorporated into the contract, BPA, etc.:

FAR 52.232.18 – Availability of Funds

FAR 52.232.19 – Availability of Funds for the next Fiscal Year

HSAR 3045.505.14 – Report of Government Property

The administration of contracts will continue to be supported by your regional contracting office. Invoices will be forwarded to the above Contracting Office for

approval, as indicated above. No invoices shall be sent directly from a contractor to the DFC.

Page 3 of 3

Contract Number: HS-FPS-04-XPS-0013

Modification Number: PA02

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

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

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

All other terms and conditions remain in effect.

HS-FPS-04-XPA-0013
Modification No. PA02

In addition, the remittance address should be changed to Electronic Fund Transfer to:

Bank:	Bank of America
ABA Routing:	(b)(2)Low
Account Title:	Operating Account
Account Number:	(b)(2)Low

Effective Date: December 15, 2004

A novation agreement is hereby incorporated. All terms and conditions of this contract remain the same.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

I. Contract ID Code _____ Page 1 of Pages 2

2. Amendment/Modification No. PA03	3. Effective Date Dec 15, 2004	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By Federal Protective Service, Department of Homeland Security GSA Complex (10PSM) 400 15th St SW Auburn, WA 98001-6599		Code 10PSM	
		7. Administered By (if other than Item 6) Federal Protective Service, Department of Homeland Security Contract Services (10PZS) 400 15th St SW Auburn WA 98001-6599	
		Code 10PS	

8. Name and Address of Contractor (No., Street, County, and Zip Code) Security Services of Idaho, Inc. 224 S. Arthur St. Pocatello, ID 83204 Attn: Lorne Engleson (208) 232-3521 (208) 233-6839	(X)	9A. Amendment of Solicitation No.
	X	9B. Date (See Item 11)
		10A. Modification of Contract/Order No. HS-FPS-04-XPA-0013/PA02
		10B. Date (See Item 13) Dec 15, 2004
Code	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 0 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 ACKNOWLEDGMENT 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)
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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	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 fourth 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)

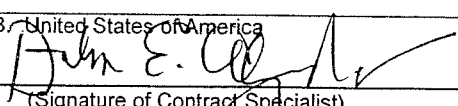
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is being issued due to novation agreement issued on December 23, 2004. Therefore, the company name stated on Block #8 is hereby changed to read as follows:

Secure Solutions, LLC
200 Harry S. Truman Parkway
Suite 340
Annapolis, MD 21401

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) Dolor E. Alegrado (2530 931- (b)(2)Low) Contracting Officer
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed
	16B. United States of America  (Signature of Contract Specialist)
	16C. Date Signed 12/27/04

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

PREVIOUS EDITIONS UNUSABLE

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. Amendment/Modification No. PA04	3. Effective Date May 31, 2005	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By FPS, Department of Homeland Security 32125 32nd Ave South Auburn, WA 98001 Dolor Alejandro (253) 815- (b)(2)Low		7. Administered By (if other than Item 6) SEE BLOCK 6 Code _____	

8. Name and Address of Contractor (No., Street, County, and Zip Code) SECURE SOLUTIONS, LLC 200 HARRY S TRUMAN PARKWAY SUITE 340 ANNAPOLIS MD 21401-7368	(X)	9A. Amendment of Solicitation No.
		9B. Date (See Item 11)
	X	10A. Modification of Contract/Order No. HS-FPS-04-XPA-0013-PA04
		10B. Date (See Item 13)
Code _____	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 ACKNOWLEDGMENT 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) _____

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

(x)	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.
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth 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)

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.)

EFFECTIVE: JULY 1, 2005

This administrative modification PA04 is being issued to replace Exhibit 5B, Semi-Automatic Pistol Firearms Qualification Course, with the attached Exhibit 5B, Handgun Qualification Course.

Page 51, Paragraph 24.6 (c). The first sentence is changed to read as follows:

Unless prohibited by state or local law, all weapons training and qualifications (whether on an FPS or a commercial range) must be conducted using B-60 ICE targets only.

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) Dolor Alejandro Contracting Officer (b)(6)	(253) 815- (b)(2)Low
15B. Contractor/Offoror (Signature of person authorized to sign)	15C. Date Signed	16B. United States of America <i>Dolor E. Alejandro</i>
		16C. Date Signed 5/31/05

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract ID Code _____ Page 1 of Pages 1

2. Amendment/Modification No. PA05	3. Effective Date July 5, 2005	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By FPS, Department of Homeland Security 32125 32nd Ave South Auburn, WA 98001 Dolor Alejandro (253) 815- (b)(2)Low		7. Administered By (If other than Item 6) SEE BLOCK 6	

8. Name and Address of Contractor (No., Street, County, and Zip Code) Secure Solutions, LLC 200 Harry S. Truman Parkway Suite 340 Annapolis, MD 21401-7368	(X)	9A. Amendment of Solicitation No.
		9B. Date (See Item 11)
	X	10A. Modification of Contract/Order No. HS-FPS-04-XPA-0013/PA05
		10B. Date (See Item 13)
Code _____	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 ACKNOWLEDGMENT 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)

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

(x)	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.
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth 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)

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.)

- (1) This administrative modification is being issued to change Page 37 of the BPA, Paragraph 23.1, Qualifications of Contract Personnel, General Qualifications, sub-item (b1) to read as follows:
Be a citizen of the United States of America.
- (2) This procedure pertains to all new applicants for contract security guard positions on existing and future contracts. This policy does not direct the removal of current contract employees based on their citizenship status.
- (3) All other terms and conditions of this BPA remain unchanged and in full effect.

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) Dolor Alejandro (253) 815- (b)(2)Low Contracting Officer (b)(6)
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed 15D. United States of America
	16C. Date Signed 7/5/05

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. Amendment/Modification No. PC06	3. Effective Date August 31, 2005	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By FPS, Department of Homeland Security 32125 32nd Ave South Auburn, WA 98001 Dolor Alejandro (253) 815 (b)(2)Low		7. Administered By (If other than Item 6) SEE BLOCK 6	

8. Name and Address of Contractor (No., Street, County, and Zip Code) Secure Solutions, LLC 200 Harry S. Truman Parkway, Suite 340 Annapolis, MD 21401-7368	(X)	9A. Amendment of Solicitation No.
		9B. Date (See Item 11)
	X	10A. Modification of Contract/Order No. HS-FPS-04-XPA-0013/PC06
		10B. Date (See Item 13)
Code	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 ACKNOWLEDGMENT 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 Task Orders)

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

(x)	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.
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth 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)

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.)

(1) This modification is being issued to exercise Option Year I covering the period of September 1, 2005 through September 30, 2005.

(2) The post locations covered are cited in Line Item 3 of the original BPA award.

(3) Negotiation by and between Secure Solutions, LLC and the Federal Protective Service occurred on August 30, 2005 and a new rate of (b)(4) hour was accepted and agreed by both parties. This new rate for armed guard services reflect a slightly increased due to the new CBA approved by DOL. (see PNM attached.)

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) Dolor Alejandro (253) 815 (b)(2)Low Contracting Officer (b)(6)		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States of America Dolor E. Alejandro	16C. Date Signed 8/31/05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Contract ID Code _____ Page 1 of Pages 1

2. Amendment/Modification No. PC06 3. Effective Date August 31, 2005 4. Requisition/Purchase Req. No. 5. Project No. (if applicable)

6. Issued By Code 10PS 7. Administered By (If other than Item 6) Code SEE BLOCK 6
FPS, Department of Homeland Security
32125 32nd Ave South
Auburn, WA 98001
Dolor Alejandro (253) 815- (b)(2)Low

8. Name and Address of Contractor (No., Street, County, and Zip Code) (X) 9A. Amendment of Solicitation No.
Secure Solutions, LLC 9B. Date (See Item 11)
200 Harry S. Truman Parkway, Suite 340
Annapolis, MD 21401-7368 X 10A. Modification of Contract/Order No.
HS-FPS-04-XPA-0013/PC06
10B. Date (See Item 13)
Code 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 ACKNOWLEDGMENT 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 Task Orders)

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

(x) 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.
X
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth 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)

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.)

- (1) This modification is being issued to exercise Option Year I covering the period of September 1, 2005 through September 30, 2005.
- (2) The post locations covered are cited in Line Item 3 of the original BPA award.
- (3) Negotiation by and between Secure Solutions, LLC and the Federal Protective Service occurred on August 30, 2005 and a new rate of § (b)(4) hour was accepted and agreed by both parties. This new rate for armed guard services reflect a slightly increased due to the new CBA approved by DOL. (see PNM attached.)

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)
Dolor Alejandro (253) 815- (b)(2)Low
Contracting Officer (b)(6)

15B. Contractor/Offeror 15C. Date Signed 16B. United States of America 16C. Date Signed
Dolor A. Paez 8/31/05 Dolor E. Alejandro 08/31/2005
(Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code _____ Page 1 of Pages 2

2. Amendment/Modification No. P00007
 3. Effective Date September 21, 2005
 4. Requisition/Purchase Req. No. _____
 5. Project No. (if applicable) _____

6. Issued By Code 10PS
 FPS, Department of Homeland Security
 32125 32nd Ave South
 Auburn, WA 98001
 Dolor Alejandro (253) 815 (b)(2)Low

7. Administered By (If other than Item 6) Code
 SEE BLOCK 6

8. Name and Address of Contractor (No., Street, County, and Zip Code)
 Secure Solutions, LLC.
 200 Harry S. Truman Parkway, Suite 340
 Annapolis, MD 21401-7368

(X) 9A. Amendment of Solicitation No.
 9B. Date (See Item 11)
 X 10A. Modification of Contract/Order No.
 HS-FPS-04-XPA-0013/P00007
 10B. Date (See Item 13)

Code _____ 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 ACKNOWLEDGMENT 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) _____

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

(x) 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.
 X
 B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth 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)

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.)

- (1) This modification is being issued to exercise Option Year 2 covering the period of October 1, 2005 through September 30, 2006
- (1) The post locations covered are cited in Line Items 4 and 5 of the original BPA Award.
- (2) Negotiated billing rate for this Option Year 2 is as follows: Northern Idaho and Eastern Washington is: (b)(4) per hour and Southern Idaho is: (b)(4) See Price Negotiation Memorandum).

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)
 Todd A. Buttison CEO

16A. Name and title of Contracting Officer (Type or Print)
 Dolor Alejandro (253) 815 (b)(2)Low
 Contracting Officer
 (b)(6)

15B. Contractor/Offeror
 Eld A. Bea
 (Signature of person authorized to sign)

15C. Date Signed
 9-22-05

16B. United States of America
 Dolor E. Alejandro

16C. Date Signed
 9/21/2005

NSN 7540-01-152-8070 30-105

PREVIOUS EDITIONS UNUSABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Vendor

AMENDMENT OF SOLICITATION

MODIFICATION OF CONTRACT

Contract ID Code

Page 1 of Pages 1

2. Amendment/Modification No. P00008	3. Effective Date March 28, 2006	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By FPS, Department of Homeland Security 32125 32nd Ave S Auburn, WA 98001		7. Administered By (if other than Item 6) SEE BLOCK 6	
Code 10PS		Code	
Dolor Alejandro (253) 815- (b)(2)Low			

8. Name and Address of Contractor (No., Street, County, and Zip Code) Secure Solutions, LLC 20 North Orange Avenue, Suite 1400 Orlando, FL 32801	(X)	9A. Amendment of Solicitation No.
		9B. Date (See Item 11)
	X	10A. Modification of Contract/Order No. HS-FPS-04-XPA-0013/P00008
		10B. Date (See Item 13)
Code	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 ACKNOWLEDGMENT 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)

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

(x)	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.
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth 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)

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

2. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
- 1) This administrative modification is being issued to change the corporate mailing address and banking/remittance information.
 - 2) Change existing EFT/ACH Direct Deposit to:

Bank of America
390 N. Orange Avenue
Orlando, FL 32801
Routing No.: (b)(2)Low Bank Account No.: (b)(2)Low
 - 3) Change Corporate Mailing Address to:

20 ~~200~~ N. Orange Avenue, Suite 1400
Orlando, FL 32801

4) All terms and conditions of this BPA remain the same. ADMIN MOD ONLY, NO MONETARY/INCREASE DECREASE. 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) Dolor Alejandro (253) 815- (b)(2)Low Contracting Officer (b)(6)		
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America	16C. Date Signed 03/28/2006
(Signature of person authorized to sign)		<i>Dolor E. Alejandro</i>	

NSN 7540-01-152-8070

30-105

(REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

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CONFIDENTIAL

AMENDMENT OF SOLICITATION/MODIFICATION		CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		1 3	
P00009		09/29/2006		10PS-04-1118		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 Denver CO		CA000		Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 BOX 25266 Denver CO 80225		CA000	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.			
SECURE SOLUTIONS, LLC 20 NORTH ORANGE AVE. SUITE 1400 ORLANDO FL 328012414				(x)			
CODE 147971514				9B. DATED (SEE ITEM 11)			
FACILITY CODE				x			
				10A. MODIFICATION OF CONTRACT/ORDER NO. HS-FPS-04-XPA-0013			
				10B. DATED (SEE ITEM 11) 05/12/2004			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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	FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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.)

GSA Contract #: 7FCI-L3-03-0084B
Tax ID Number: 20-1076208
DUNS Number: 147971514
TIN: 201076208

1. The purpose of this modification, P00009 is to Exercise the Option Year 3 for FY07 Armed Guard Services (Northern & Southern Idaho and Eastern Washington) covering the period of performance, 1 October 2006 THRU 30 September 2007 CLINs 0006 and 0007.

2. In accordance with 52.222-43 -- Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts), DOL Wage Determination 2004-0297, 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)	
		Linda M. Reynolds	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9/29/06

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 10/01/2005		4. REQUISITION/PURCHASE REQ. NO. IOPS-04-1118	
5. ISSUED BY Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 Denver CO		6. PROJECT NO. (If applicable) CA000		7. ADMINISTERED BY (If other than Item 6) Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 BOX 25266 Denver CO 80225	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, state and ZIP Code) SECURE SOLUTIONS, LLC 20 NORTH ORANGE AVE. SUITE 1400 ORLANDO FL 328012414		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1479715140000 FACILITY CODE		10A. MODIFICATION OF CONTRACT ORDER NO. PS-FPS-04-XPA-0013/NONE		10B. DATED (SEE ITEM 11) 05/12/2004	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

The above numbered solicitation is amended as set forth in Item 11. 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 9 and 10, and returning _____ copies of this 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. IF MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 10.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 10 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 10, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

14. IMPORTANT: Contractor is not. is required to sign this document and return _____ i copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 GSA Contract #: 7FCI-L3-03-0084B

Small Business Administration .
 TIN: 201076208

1. The purpose of this modification, P00009 is to Exercise the Option Year 3 for FY07 Armed Guard Services (Northern & Southern Idaho and Eastern Washington) covering the period of performance, 1 October 2006 THRU 30 September 2007 CLINs 0006 and 0007.

2. In accordance with 52.222-43 -- Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts), DOL Wage Determination 2004-0297, 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) JAMES E. PITS VICE PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Reynolds	
15B. CONTRACTOR/DEFEROR <i>James E. Pits</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 10-12-06		16C. DATE SIGNED	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HS-FPS-04-XPA-0013/P00009

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 2 3

NAME OF OFFEROR OR CONTRACTOR
 SECURE SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Rev 2, dtd 9/26/2006 is hereby incorporated and made part of this award. The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a wage determination unless the notification period is extended in writing by the Contracting Officer.</p> <p>3. CLINs 0006 and 0007 - Hourly Rate - \$(b)(4) (Northern Idaho & Eastern Washington) and \$(b)(4) (Southern Idaho)</p> <p>4. CLINs 0006 and 0007 are subject to the Availability of Funds clause, herein incorporated by full text.</p> <p>52.232-18 -- Availability of Funds (Apr 1984) Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of Clause)</p> <p>5. As a result of this modification, the total estimated contract value is hereby increased by \$1,892,032, FROM: \$5,854,008 TO: \$7,746,040. Modifications do not add funds to the BASIC BPA. NOTE: FUNDS ARE OBLIGATED WITHIN EACH TASK ORDER ISSUED. The values below represent the estimated values that include the Basic 12-Month Period of Performance through Option Year II, (Oct 1, 2006 - Sept 30, 2007).</p> <p>BLOCK 20:</p> <p>0006 REGULAR ARMED GUARD (b)(4) EST HRS at \$(b)(4) PerHR = \$(b)(4) EST TOTAL</p> <p>0007 REGULAR ARMED GUARD (b)(4) EST HRS at \$(b)(4) per HR = \$(b)(4) EST TOTAL</p> <p>TOTAL FY07 (b)(4) HRS at \$(b)(4) EST TOTAL Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HS-FPS-04-XPA-013/P00009

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
SECURE SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	AMOUNT Period of Performance: 10/01/2006 to 09/30/2007				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 02/13/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 Denver CO	CODE CA000	7. ADMINISTERED BY (if other than Item 6) Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 BOX 25266 Denver CO 80225	CODE CA000	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SECURE SOLUTIONS, LLC 20 NORTH ORANGE AVE. SUITE 1400 ORLANDO FL 328012414		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 147971514	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HS-FPS-04-XPA-0013	10B. DATED (SEE ITEM 11) 05/12/2004	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

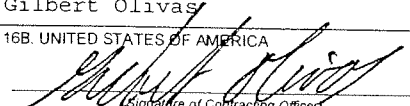
E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GSA Contract #: GS-07F-5438P
TIN: 201076208

Purpose: The purpose of this modification is to revise the procedure for contractors to submit their invoices for all acquisitions from FPS Region 10. This procedure takes effect on February 13, 2007 and pertains to all invoices submitted on that date and thereafter.

1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:

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) Gilbert Olivas
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 2/13/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

3

NAME OF OFFEROR OR CONTRACTOR

SECURE SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. By mail:</p> <p>DHS, ICE Debt Management Center P.O. Box 1279 Williston, VT 05495-1279 Attn: FPS Region 8 Invoice</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods 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 and shall be notated on every invoice submitted to FPS on or after February 13, 2007 to ensure prompt payment provisions are met. The FPS Region number shall also be notated on every invoice.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions & Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>;&An invoice must include;&</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, contract line item number and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HS-FPS-04-XPA-0013/P00010

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NAME OF OFFEROR OR CONTRACTOR

SECURE SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>Period of Performance: 10/01/2006 to 09/30/2007</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 10/01/2006		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 Denver CO		CODE CA000		5. PROJECT NO. (if applicable)	
		7. ADMINISTERED BY (if other than item 6) Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 BOX 25266 Denver CO 80225		CODE CA000	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SECURE SOLUTIONS, LLC 20 NORTH ORANGE AVE. SUITE 1400 ORLANDO FL 328012414		(c)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 147971514		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HS-FPS-04-XPA-0013	
				10B. DATED (SEE ITEM 11) 05/12/2004	

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. Offerors 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 the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
Sec 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 changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adj
	D. OTHER (Specify type of modification and authority)

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.)
GSA Contract #: GS-07F-5438P
TIN: 201076208

A. Purpose: The purpose of this modification, P00011 is to increase the wage rate for armed guard II, authorized under FAR 52.222-43-Fair Labor Standard Act and Service Contract Act-Price Adjustment for Option Year III, FY07 Armed Guard Services (Southern and Northern Idaho and Eastern Washington) covering the period of performance, 1 October 2006 through 30 September 2007, CLINS 0006 and 0007. This also provides the same price adjustment for the remaining out-year to include Option Year IV, FY08 Armed Guard Services, CLINS 0008 and 0009.

Continued ...
Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JAMES PITTS VICE PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gilbert Olivas	
15B. CONTRACTOR/OFFICER <i>James Pitts</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA <i>Gilbert Olivas</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 2-28-07		16C. DATE SIGNED 3/7/07	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 SECURE SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. Adjustment in Period of Performance: The period of performance for Option Year III and IV remains the same ending on 30 Sep 2007 and 30 Sep 2008, respectively.</p> <p>C. Adjustment in Price: The total estimated value of the Blanket Purchase Order has increased by \$168,256, thus increasing the total price from \$7,746,040 to \$7,914,296.</p> <p>D. Adjustment in Funding Obligation: The funding obligation will be increased on individual task orders only.</p> <p>E. In Block 20 of the BPA for Option Years II and III, the unit prices are changed as shown below:</p> <p>OPTION YEAR III - FY07 (1 OCT 2006 - 30 SEP 2007)</p> <p>CLIN 0006 ARMED GUARD II RATE for Southern Idaho Estimated (b)(4) HRS - SEE SUBCLINS below:</p> <p>SUBCLIN 0006AA Armed Guard II Rate for Southern Idaho (1 Oct 06 THRU 31 Jan 07) Estimated (b)(4) HRS. The price has increased by (b)(4) from \$ (b)(4) per hour to (b)(4) per hour with estimated total increase of \$ (b)(4)</p> <p>SUBCLIN 0006AB Armed Guard II Rate for Southern Idaho (1 Feb 07 THRU 30 Sep 07) Estimated (b)(4) HRS. The price has increased by (b)(4) from \$ (b)(4) to (b)(4) per hour, with estimated total increase of \$ (b)(4)</p> <p>CLIN 0007 ARMED GUARD II for Northern Idaho and Eastern Washington (1 Oct 06 THRU 30 Sep 2007) at estimated (b)(4). The price has increased by (b)(4) from (b)(4) to (b)(4) per hour, with estimated total increase of \$ (b)(4)</p> <p>OPTION YEAR IV - FY08 (1 OCT 2007 - 30 SEP 2008)</p> <p>CLIN 0008 Armed Guard II Rate for Southern Idaho (1 Oct 07 THRU 30 Sep 08) Estimated (b)(4) HRS. The unit price has increase by (b)(4) from (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HS-FPS-04-XPA-0013/P00011

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NAME OF OFFEROR OR CONTRACTOR
 SECURE SOLUTIONS, LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>to (b)(4) per hour, with estimated increase of (b)(4).</p> <p>CLIN 0009 Armed Guard II Rate for Northern Idaho and Eastern Washington (1 Oct 07 - 30 Sep 08) Estimated (b)(4) HRS. The unit price has increased by (b)(4) from (b)(4) to (b)(4) per hour, with estimated increase of (b)(4).</p> <p>Period of Performance: 10/01/2006 to 09/30/2007</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 10/01/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Federal Protective Svc. Div. - 10PS 32125 32 nd Avenue South Auburn, WA 98001-6505		7. ADMINISTERED BY (if other than item 6) Federal Protective Svc. Div. - 10PS Denver Federal Center Building 44 Denver, CO 80225	

8. NAME AND ADDRESS OF CONTRACTOR (no., street, county, State and ZIP Code) Secure Solutions, LLC 20 North Orange Ave #1400 Orlando, FL 328012414	9A. AMMENDMENT OF SOLICATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HS-FPS-04-XPA-0013
	10B. DATED (SEE ITEM 13) 09/26/2007

CODE DUNS 147971514 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 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 Net Increase: \$0.00

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

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract (March 2000)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor[] is not, [X] is required to sign this document and return All copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GSA Contract #: 7FCI-L3-03-0084B
TIN: 20-1076208
DUNS: 147971514

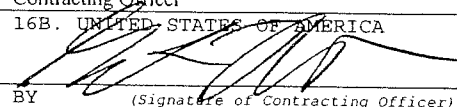
- A. Purpose: The purpose of this modification is to Exercise Option Year IV, CLINS 0008 and 0009, for FY08 Armed Guard Services (Northern and Southern Idaho and Eastern Washington) covering the period of performance October 1 2007 – September 30 2008.

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) applies. The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days of this modification.

The Hourly rate of CLINS 0008 and 0009 are subject to FAR 52.232-18 Availability of Funds (April 1984) clause which is attached in full text.

The Post Locations and Schedule will be provided on the BPA Calls.
- B. Adjustment in Period of Performance: The period of performance is extended as a result of this modification. The period of performance is October 1 2007 – September 30 2008.

(SEE BLOCK 14 CONTINUED ON PAGE 2)
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 OR CONTRACTING OFFICER (Type or print) Gilbert Olivas Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature or person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 9/30/07
BY	(Signature of Contracting Officer)

- C. **Adjustment in Price:** This base BPA is not affected by price adjustments. Funds are obligated at the BPA Call level.
- D. **Adjustment in Funding Obligation:** The funding obligation is not affected as this BPA is funded at the BPA Call level.

52.232-18 Availability of Funds.

As prescribed in 32.705-1(a), insert the following clause:

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

Applicable Rates

Modification P000111 to the subject contract established the current rates for Occupation Code Armed Guard II for Option Year IV, covering the period of October 1, 2007 thru September 30, 2008.

CLIN 0008	Southern Idaho	\$ (b)(4)
CLIN 0009	Northern Idaho	\$

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
 2. AMENDMENT/MODIFICATION NO. P00013
 3. EFFECTIVE DATE 02/01/2008
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY ICE/FPS/West CCG/Region 10
 CODE ICE/FPS/WEST CCG
 7. ADMINISTERED BY (If other than Item 6) ICE/FPS/West CCG/Region 10
 CODE ICE/FPS/WEST CCG

ICE/FPS/West CCG/Region 10
 Immigration and Customs Enforcement
 Federal Protective Service
 Office of Acquisition Management
 Federal Ctr, Bldg 44, PO Box 25266
 Denver CO 80225
 Immigration and Customs Enforcement
 Ofc of Acquisition Management - FPS
 Federal Ctr, Bldg 44, PO Box 25266
 Attn: Carrie Craft
 Denver CO 80225

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 SECURE SOLUTIONS, LLC
 20 NORTH ORANGE AVE.
 SUITE 1400
 ORLANDO FL 328012414

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT ORDER NO. HS-FPS-04-X2A-0013
 10B. DATED (SEE ITEM 11) 05/12/2004

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 must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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:
 FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adj
 D. OTHER (Specify type of modification and authority)

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.)

GSA Contract #: GS-07F-5438P
 A. Purpose: The purpose of this modification, P00013, is to increase the wage rate for Armed Guard II, authorized under FAR 52.222-43-Fair Labor Standard Act and Service Contract Act-Price Adjustment for Option Year IV, FY08 Armed Guard Services (Idaho and Eastern Washington). The Wage Adjustment covers the Collective Bargaining Agreement (CBA) period between 1 February 2008 and 30 September 2008. CLIN 0008 is increased by (b)(4) hour, from (b)(4) hour to (b)(4) hour. CLIN 0009 is increased by (b)(4) hour, from (b)(4) /hour to (b)(4) /hour.
 B. Adjustment in Period of Performance: The period of performance for Option Year IV remains the same ending on 30 September 2008.
 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) JAMES PITTS PRESIDENT
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED 4-07-08
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gilbert Olivas
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED 4/10/08
 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO OF .JMENT BEING CONTINUED
 HS-FPS-04-XPA-0013/P00013

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 SECURE SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>C. Adjustment in Price: The total estimated value of the Blanket Purchase Agreement (BPA) is not affected by price adjustments because all funds are allocated at the BPA Call level.</p> <p>D. Adjustment in Funding Obligation: The funding obligation will be increased on individual BPA Calls only. Period of Performance: 10/01/2007 to 09/30/2008</p>				

AMENDMENT OF SOLICITATION/MODIFICATION		CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 07/18/2008		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/FPS/WEST CCG		7. ADMINISTERED BY (If other than Item 6) ICE/FPS/WEST CCG	
ICE/FPS/West CCG/Region 10 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management Federal Ctr, Bldg 44, PO Box 25266 Denver CO 80225		ICE/FPS/West CCG/Region 10 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS Federal Ctr, Bldg 44, PO Box 25266 Attn: Carrie Craft Denver CO 80225			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SECURE SOLUTIONS, LLC 20 NORTH ORANGE AVE. SUITE 1400 ORLANDO FL 328012414		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HS-FPS-04-XPA-0013	
				10B. DATED (SEE ITEM 11) 05/12/2004	
CODE 147971514		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 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See authorities below
	D. OTHER (Specify type of modification and authority)

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

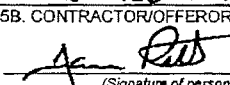
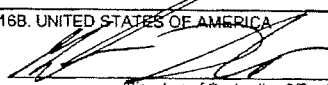
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-07F-5438P

A. Purpose: The subject Blanket Purchase Agreement (BPA) is currently due to expire on 30 September 2008. The Government has a continuing need and is recompeting the requirement being fulfilled by this BPA. However, additional time is needed for solicitation and award of a new BPA, and as such, this modification incorporates FAR Clause 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999). The full text is as follows:

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance 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) JAMES E PITS - PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gilbert Olivas	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 7-21-08		16C. DATE SIGNED 7/21/08	

CONTINUATION SHEET

REFERENCE NO. OF CONTRACT BEING CONTINUED
 HS-FPS-04-XPA-0013/P00014

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 SECURE SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within five (5) days of the BPA's performance end date.</p> <p>(End of Clause)</p> <p>Supplemental Agreement Authority: FAR 52.212-4(c), Changes (Oct 2003)</p> <p>It is currently anticipated that a two month extension is needed to solicit and award a new contract. Therefore, the Government hereby exercises above referenced clause and extends the current BPA through 30 November 2008.</p> <p>Authority: FAR Clause 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999).</p> <p>B. Adjustment in Period of Performance: The period of performance is extended through 30 November 2008.</p> <p>D. Adjustment in Funding Obligation: The BPA does not obligate funds. Funding obligation occurs through individual BPA Calls only. Period of Performance: 10/01/2007 to 11/30/2008</p>				

REQUEST FOR QUOTATION (RFQ) FOR BLANKET PURCHASE
AGREEMENT (BPA) FOR
SECURITY GUARD SERVICES
STATE OF IDAHO and EASTERN WASHINGTON

GENERAL INFORMATION:

NOTICE TO ALL INTERESTED PARTIES:

IN ACCORDANCE WITH THE GENERAL SERVICES ADMINISTRATION
Washington, DC 20405, GSA ORDER, PBS 3490.1, DATED March 8, 2002, Paragraph
8.(4) "Information regarding security systems or strategies of any kind (such as camera
locations) or security guards (such as number and location)" is considered Sensitive But
Unclassified (SBU) Building Information.

All SBU building information, either in electronic or paper formats, must have imprinted
on *each* page of the information:

**PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
Do not remove this notice
Properly destroy documents when no longer needed**

IAW Paragraph 9.a., in order to obtain the SBU Information which details Guard Post
Locations and Hours, you will have to submit the following information in order to obtain
the information contained in EXHIBIT 1 of this SOW package:

(2) Valid identification for non-Government users. Authorized non-Government
users must provide valid identification to receive SBU building information.
Valid identification must be all items I through III, and including item IV, as
necessary:

I. A copy of a valid business license or other documentation granted by the
state or local jurisdiction to conduct business. The license at a minimum must
provide the name, address, phone number of the company, state of
incorporation, and the name of the individual legally authorized to act for the
company. The business must be of the type required to do the work. A
general contractor's license may be substituted for the business license in
states that issue such licenses. In the rare cases where a business license is
not available from the jurisdiction, the information must be provided and
testified to by the submitter; **and**

II. Verification of a valid DUNS Number against the company name listed on
the business license or certification. Verification may be obtained through
<http://www.fpdc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up
an account; **and**

III. A Valid IRS Tax ID Number of the company requesting the information; **and, as necessary,**

IV. A Valid picture state driver's license must be required of person(s) picking up SBU documents. Phone verification shall be made to a previously validated authorized user that the individual(s) picking up the documentation is/are authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs I through III, above.

b. Record keeping. Those who disseminate SBU building information must require a signed Document Security Notice from those who receive the information. Records of the signed Document Security Notices shall be maintained by the disseminator pursuant to the FPS system of keeping long-term records and plans. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to FPS to be kept with the permanent files.

c. Retaining and destroying documents. The efforts required above shall continue throughout the entire term of contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process, or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

d. Notice of disposal. For all contracts using SBU building information, the contractor shall notify the FPS contracting officer that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment.

The following information is provided to assist you with preparing your quotations. Please be advised that the following information does not excuse any prospective offeror from being thoroughly familiar with the terms, conditions of the entire GSA FSS Contract and the anticipated BPA description.

1. Information on the Incumbent Contract

- a. Prospective offerors are cautioned that the information provided below on the incumbent Contract(s) DO NOT imply or promise similarities to this procurement.
- b. At the time of this RFQ issuance, the incumbent Contractor(s) for guard services in Region 10, Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (FPS) in the State Idaho and Eastern Washington are:

CONTRACT NO.	CONTRACTOR	MAILING ADDRESS
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GS-10P-99-LSD-0014	Security Svcs., of Idaho	475 Yellowstone, Suite K, Pocatello, ID 83403
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Southern Idaho

\$(b)(4)

CURRENT CONTRACT IS IN THE FINAL OPTION YEAR. THIS CONTRACT WAS AWARDED AS FOLLOWS:

BASE YEAR:	2/1/99-1/31/00
OPT. YR. I:	2/1/00-1/31/01
OPT. YR. II	2/1/01-1/31-02
OPT. YR. III	2/1/02-1/31/03
OPT. YR. IV	2/1/03-1/31/04

GS-10P-00-LSD-0055	Security Svcs., of Idaho	475 Yellowstone, Suite K, Pocatello, ID 83403
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States of Idaho, Oregon and Washington. (Idaho Statewide, Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa and Wheeler. Washington Counties of Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman and Yakima.

CURRENT CONTRACT IS IN THE THIRD OPTION YEAR. THIS CONTRACT WAS AWARDED AS FOLLOWS:

BASE YEAR:	9/1/00-8/31/01
OPT. YR. I:	9/1/01-8/31/02
OPT. YR. II	9/1/02-8/31/03
OPT. YR. III	9/1/03-8/31/04
OPT. YR. IV	9/1/04-8/31/05

One BPA for the State of Idaho and Eastern Washington – One Base Year with Four One-Year Options:

Estimated Value is:

Base Year: August 1, 2004 – September 30, 2004
Opt. Yr. I October 1, 2004 – September 30, 2005
Opt. Yr. II October 1, 2005 – September 30, 2006
Opt. Yr. III October 1, 2006 – September 30, 2007
Opt. Yr. IV October 1, 2007 – September 30, 2008
TOTAL ESTIMATED CONTRACT VALUE

(b)(4)
\$
\$
\$
\$
\$
\$
\$

NOTE: The Base Year will consist of SOUTHERN IDAHO Only. NORTHERN IDAHO and EASTERN WASHINGTON will be added to this BPA during the month of September 2005 of Option Year I. Option Years II through IV will include all of the State of IDAHO and EASTERN WASHINGTON.

3. How to Request and Receive Explanations and Clarifications on this RFQ

- a. Before requesting an explanation or clarification to the RFQ, please read the contents in its entirety. In most cases the clarification will be given within the RFQ itself.
- b. Oral explanations or instructions given to a prospective Offeror shall **NOT** be binding on the Government. Any information given to a prospective Offeror concerning this RFQ will be furnished promptly to all other prospective Offerors solicited by the Government utilizing the FSS, MAS, contracts as detailed above.
- c. All requests for information or clarification shall be submitted in writing to the Contracting Officer, via e-mail or by postal service to the address specified in paragraph 2.a., above, prior to the quotation due date.
- d. All questions regarding this RFQ shall clearly identify the RFQ number and the specific portion of the RFQ from where the question is derived – for example, the page number and paragraph citation (Page 11, Paragraph 4.d.). Questions that are vague, illegible, irrelevant to the RFQ, or arrive after the due date for quotes may not receive a response.

4. How to Receive Amendments to the RFQ

- a. All amendments to this RFQ shall be mailed to those who receive a RFQ, solicited from the FSS, MAS Schedule Contracts List.
- b. Prospective Offerors bear complete responsibility for ensuring that all amendments have been received, reviewed, and complied with in the preparation of the quotation. Furthermore, Offerors are required to acknowledge ALL amendments as a part of their quotation submission. Failure by the Offeror to acknowledge all amendments may result in the quote being rejected by the Government as non-responsive to the RFQ requirements.

5. Site Visit(s) of Level 4 Buildings May Be Provided

- a. If there is sufficient interest, FPS will conduct a walk-through of Level 4 Building(s) where services will be provided. Attendees shall NOT in any way interfere with or obstruct the guards on post from performing their assigned duties during the course of the walk-through. Contractors will be contacted with information pertaining to a possible site visit at a later date, but prior to the due date for this RFQ.
- b. Prospective Offerors are responsible for arranging for and paying for their own travel, lodging, meals, and all other expenses incurred in conjunction with attendance any subsequent building visit. This cost is not reimbursable by the Government.
- c. Prospective Offerors will not be given preferential treatment as a result of their attendance or failure to attend any site visit.
- d. Offerors shall provide written confirmation of their intention to attend the conference no later than three (3) business days prior to the event.
- e. Should the site visit be re-scheduled, only those prospective Offerors who provided a written confirmation will be notified. FPS will NOT be responsible for any costs incurred by prospective Offerors as a result of re-scheduling a site visit.

6. Late Submissions, Modification and Withdrawal of Quotess

- a. The Terms and Conditions specified in the FSS, MAS Solicitation 7FCI-L3-03-0084-B, FAR 52.212-1, Instruction to Offerors – Commercial Items (OCT 2000) (Local Deviation), from which your contract was awarded, applies to this RFQ.
- b. Paragraph (b) of the clause is changed to read: "Submission of quotes. Submit signed and dated quotes to the office specified in this RFQ. Quotes must be submitted on the SF18 and shall include all subsequent pages following this form as requested in the RFQ."
- c. Offerors are strongly encouraged to allow sufficient time to mail, deliver, or hand-carry their quotes to the specified destination prior to the closing date and time established for this RFQ. Offerors who hand-carry their quotes will be required to sign in as visitors to the building, which will include providing identification, and may include passing through security devices, and having all packages X-rayed or visually inspected. Offerors and/or their agents who fail to fully comply with FPS's security practices may be removed from and/or denied access to the building.

7. Payment of Postage, Shipping, and Handling Fees

All costs related to the Contractor's submission of information, including forms, reports, files, correspondence, invoices, payrolls, etc., to DHS shall be paid by the Contractor. These costs must be factored into the quoted prices, as the Government will not otherwise compensate them after Contract award.

8. Marking

All information submitted to the CO shall indicate clearly the RFQ Number under which the information is being submitted.

DESCRIPTION OF SERVICES

9. Description of Services

- a. The Contractor shall furnish all services, supplies, labor, materials, management, supervision and equipment (except as otherwise provided by the Government), and shall plan, schedule, coordinate and ensure effective performance of all services described herein.
- b. Offerors must carefully read the RFQ and SOW in their entirety before submitting past performance references and preparing price quotes.
- c. The Contractor shall be required to provide guard services in accordance with the requirements of this SOW at various Federal Government facilities/buildings.

10. Applicable Occupation Code and Title

- a. The applicable Occupation Code and Title for the required guard service is 27102 – Guard II. This is the minimum wage rate that the Contractor must pay to all guards working under the Contract.
- b. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.
- c. ATTACHMENT 03 of the FSS, MAS, Solicitation 7FCI-L3-03-0084B applies to this RFQ.

11. DEPARTMENT OF LABOR WAGE DETERMINATIONS and Collective Bargaining Agreements

The following Collective Bargaining Agreements (CBA)'s are currently in effect for Idaho and Eastern Washington: (See Exhibit 10)

- a. Contract GS-10P-99-LSD-0014 CBA Between Security Services of Idaho, Inc., and the International Union, Security, Police, Fire Professionals of America (SPFPA) and Local #14 (SPFPA) effective February 1, 2002 through January 31, 2004, U.S. Department of Labor Wage Determination No. 2001-0127, Revision No. 2, Dated 03/29/2002, Idaho Statewide.
- b. Contract GS-10P-00-LSD-0055 CBA between Security Services of Idaho, Inc., and the International Union, Security, Police, Fire Professionals of America (SPFPA) and Locals #11 and #12, effective June 18, 2002 through August 31, 2004, U.S. Department of Labor Wage Determination No. 2002-0230, Revision No. 1, Dated 07/31/2002, Idaho Statewide, Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler, and Washington Counties of Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pen Oreilla, Spokane, Stevens, Walla Walla, Whitman and Yakima.

12 Pricing

The price quotations shall be firm-fixed-price that includes all direct and indirect cost, and profit, if any.

12.1.Pricing of Orders – General Information

All Task Orders issued under this BPA shall be priced according to the hourly prices quoted by the Contractor and accepted by the Government at the time of award of the BPA and any subsequent negotiations prior to the award of any option year(s).

12.2 Pricing Required for All Services and Performance Periods

- a. Offerors must quote prices for all services required during the base year period, as well as for each option period, in order to be considered for award.
- b. Partial pricing by an Offeror shall render the quote non-responsive to the Government's requirements, and the quote shall not be considered for award of the BPA.

12.3 Option Pricing

- a. Offerors shall price the option requirements for the four (4) additional 12 month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial 12 month period of performance will apply to the four (4) additional 12 month option periods. The minimum wage rates and fringe benefits applicable to the initial 12 month period of performance are outlined on Wage Determination No. [see paragraph 11, above].
- b. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current wage determination available. The Contractor shall pay all guards the wages cited on the new wage determination, effective with the start date of the new option period.
- c. Option price(s) will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). Refer to your FSS Contract and the FSS MAS Solicitation No. 7FCI-L3-03-0084B.
- d. Per the Fair Labor Standards Act, the Contracting Officer may require copies of the Contractor's payrolls to accompany any request for an adjustment to the option pricing.

12.4 Unbalanced Pricing

Each Offeror is cautioned that its price quote may be rejected as non-responsive to the RFQ/Contract requirements if it is materially unbalanced as to prices for the initial contract period or any option period. A price quote is considered to be materially unbalanced when it is based on prices that are significantly less than cost for some work and prices that are significantly overstated for other work.

12.5 Contingency Pricing

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

12.6 Pricing of Basic Services

- a. The hourly prices quoted below shall be inclusive of all the Offeror's direct costs, indirect costs, and profit (if any). Quotes must include all costs associated with providing the services described in and required by this SOW.
- b. The Government shall not be responsible for compensating the Contractor for any costs tied to this RFQ/Contract requirements but not factored into the prices quoted, either by the Contractor's intention or by mistake.
- c. In Accordance With the FSS, MAS Solicitation No. 7FCI-L3-03-0084-B, and your awarded FSS Contract, under the clause GSAM 552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999), Paragraph (e), you are hereby requested to provide one copy of your FSS Schedule Pricelist with your quote.

13. Contractor's Price Quote for the following Line Items:

NOTE: The Base Year will consist of SOUTHERN IDAHO Only. NORTHERN IDAHO and EASTERN WASHINGTON will be picked up beginning the month of September 2005 of Option Year I. Option Years II through IV will include all of the State of IDAHO and EASTERN WASHINGTON.

The estimated total hours are based on historical data and the anticipated schedule(s) for the initial year and each option period. There is no guarantee that the total estimated labor hours shown will be ordered.

*******GENERAL REMINDER*******

YOUR PRICE QUOTATIONS SHOULD BE DECLARED IN THE 2ND PAGE OF THE STANDARD FORM 1442.

0001 INITIAL BASE PERIOD JULY 1, 2004 – SEPTEMBER 30, 2004

SOUTHERN IDAHO GUARD POSTS

Estimated Total Labor Hours: 8,500

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

**0002 OPTION YEAR I – FIRST ADDITIONAL 12 MONTH PERIOD
OCTOBER 1, 2004 – SEPTEMBER 30, 2005**

SOUTHERN IDAHO GUARD POSTS.

Estimated Total Labor Hours: 51,000

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

**0003 OPTION YEAR I – ADDITION OF NORTHERN IDAHO AND EASTERN WASHINGTON
SEPTEMBER 1, 2005 – SEPTEMBER 30, 2005 (1 MONTH ONLY)**

NORTHERN IDAHO AND EASTERN WASHINGTON GUARD POSTS TO BE INCLUDED BEGINNING SEPTEMBER 1, 2005.

Estimated Total Labor Hours: 6,400

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

**0004 OPTION YEAR II - SECOND 12 MONTH PERIOD
OCTOBER 1, 2005 – SEPTEMBER 30, 2006**

SOUTHERN IDAHO GUARD POSTS

Estimated Total Labor Hours: 51,000

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

NORTHERN IDAHO AND EASTERN WASHINGTON GUARD POSTS

Estimated Total Labor Hours: 77,000

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

**0005 OPTION YEAR III - THIRD 12 MONTH PERIOD
OCTOBER 1, 2006 – SEPTEMBER 30, 2007**

SOUTHERN IDAHO GUARD POSTS

Estimated Total Labor Hours: 51,000

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

NORTHERN IDAHO AND EASTERN WASHINGTON GUARD POSTS

Estimated Total Labor Hours: 77,000

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

**0006 OPTION YEAR IV - FOURTH 12 MONTH PERIOD
OCTOBER 1, 2007 – SEPTEMBER 30, 2008**

SOUTHERN IDAHO GUARD POSTS

Estimated Total Labor Hours: 51,000

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

NORTHERN IDAHO AND EASTERN WASHINGTON GUARD POSTS

Estimated Total Labor Hours: 77,000

Quote a price for PRODUCTIVE LABOR HOURS for furnishing

14. Pricing of Additional Service for Temporary Guard Posts.

- a. During the term of the BPA, the Government may have requirements for temporary or special additional service requirements that are separate from the basic requirements for each Task Order. Due to the nature of these services, the Contractor may be requested to provide them with little advance notice.
- b. This additional services provision intends to be used to satisfy the Government's short-term, non-recurring needs for service. Should a continuing need for additional service arise, the following will occur:
 - i. If the total amount of the short-term, non-recurring need for service does not exceed \$2,500.00, a Task Order will not be issued, however, payment for this service will be accomplished by Government Charge Card.
 - ii. If the total amount of the short-term, non-recurring need for service exceeds \$2,500.00, a Task Order will be issued and payment of this service may be accomplished by Government Charge Card, or through the Finance Office of GSA. The payment method will be defined in the awarded Task Order.
- c. The hourly prices quoted above shall be inclusive of all the offeror's direct costs, indirect costs, and profit (if any). The hourly prices quoted above will be used for any temporary additional guard services that may be required.
- d. The Government shall not be responsible for compensating the Contractor for any costs incurred in submitting a quotation on these RFQ/Contract requirements that was not factored into the Contract prices, either by the Contractor's intent or by mistake.
- e. Orders for the Government's short-term, non-recurring needs for service may be placed orally when the amount of the order does not exceed \$2,500, or in the event of an emergency. All orders that exceed \$2,500 must be placed or confirmed (in the case of an emergency) by issuance of a Task Order. The Task Order will describe the service to be provided and will establish the maximum number of hours for which the contractor will be compensated.

- f. Individual orders for additional services involving more than forty (40) labor hours will be issued only with the Contractor's consent. However, if the Contractor refuses an order, the Government shall have the express authority to use other sources to obtain the required services.
- g. Each guard assigned to satisfy the Government's short-term, non-recurring needs for service must be uniformed, equipped, trained, and meet all the requirements in accordance with the existing contract specifications.

STATEMENT OF WORK

15. Introduction

15.1 Use of Acronyms

This Statement of Work (SOW) contains numerous acronyms. Whenever a new term is introduced in the SOW 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 the SOW are listed below for easy reference:

ATR	Agency Technical Representative
BICE	Bureau of Immigration and Customs Enforcement
BPA	Blanket Purchase Agreement
CGIM	Contract Guard Information Manual
CM	Contract Manager
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting 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
GSA300	GSA Form 300 Order for Supplies And Services
IAW	In Accordance With
MAS	Multiple Award Schedule
PBS	Public Buildings Service
RFQ	Request for Quote
SAS	Special Additional Services
SF 30	Standard Form 30 Amendment of Solicitation/Modification of
Contract	
SOW	Statement of Work
TAS	Temporary Additional Services

15.2 Introduction (General)

- a. This is a SOW for the Department of Homeland Security (DHS)/ Bureau of Immigration and Customs Enforcement (BICE)/ Federal Protective Service (FPS).
- b. As an integral part of the FPS security team, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and

required in this SOW and in accordance with (IAW) your Federal Supply Schedule (FSS) Contract as awarded from the FSS/Multiple Award Schedule (MAS) Solicitation No. 7FCI-L3-03-0084-B. The Contractor shall perform and comply with the standards required in this SOW and will be expected to work closely with FPS representatives throughout the duration of the Blanket Purchase Agreement (BPA).

15.3 Introduction (FPS)

- a. As of March 1, 2003 the FPS, previously the security and law enforcement branch of the General Service Administration's (GSA)'s Public Building Service (PBS), became a part of BICE under the DHS. FPS is responsible for protecting Federally owned and leased buildings and space occupied by Government tenants, agencies and employees, as well as the buildings tenants and visitors. FPS' mission is to "provide a safe and secure environment that is open and inviting, in a knowledgeable, professional, sophisticated, and cost-effective manner, permitting federal agencies and members of the public to conduct their business without fear of violence, crime or disorder."
- c. Contract armed security guards have a crucial and highly visible role in the FPS mission. Contract armed security guards are usually the first (and sometimes only) contact visitors have with FPS, and are almost always the first line of defense in a GSA-controlled facility. Visitors and federal employees do not usually distinguish between FPO's and armed contract security guards. In the eyes of the public, armed contract security guards could be interpreted to be FPS employees. 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 in accordance with the FPS Contract Guard Information Manual (CGIM), BPA SOW, contract terms and conditions and all other pertinent regulations of the contract guard program for FPS.

16. Introduction (Task Orders)

- a. Services required under this BPA shall be ordered under a Task Order
- b. Each Task Order issued by the Contracting Officer (CO) will describe the specific building, post location(s), hours of service, and period of performance required by the Government.
- c. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each Task Order issued, as long as the change is within the scope of the BPA and Task Order. The Contractor will be obligated to provide services at the specified hourly rates contained in the quoted price schedule of the BPA. All modifications to Task Orders will be accomplished in writing on a Standard Form 30 (SF30), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing Task Order but that are within the scope of this BPA, those services will be ordered by a separate Task Order.

- d. Temporary guard posts or special additional services will be issued through separate Task Orders, or verbally, as specified in paragraph 15.e., above. Depending on the circumstances of each order, temporary guard posts or special additional services may be issued verbally between the either the CO or COR and the Contractor and/or formalized in a written Task Order, as appropriate, as soon as possible after the order is made.

17. Task Order Start-Up Review and Follow-Up

- a. Immediately after award of the BPA and prior to the Contractor's performance at the work site(s), CO will schedule with the contractor a post-award meeting that includes an in-depth review of the total Contract requirements.
- b. During the performance of the Contract, the CO, COR(s) and the Contractor shall meet on an as-needed basis (TBD and agreed to by all parties) to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified.

18. Task Order –Guard II (Effort Required)

IMPORTANT NOTE: Only DOL category **Guard II** guards may be utilized to perform services under this BPA. Guard II requires specialized training in methods and techniques of protecting security areas. Guard II guards may be armed or unarmed. Therefore, any attempt by the Contractor to compensate Guard II guards at an hourly rate of less than that established for Guard II during the performance of this BPA will be considered a breach of Contract and will be grounds for termination for default. All Guard II positions identified or referred to in this SOW will be armed guards.

18.1 Task Order – Productive Hours (Effort Require)

The minimum productive hours required by the Government will be specified on each Task Order issued. See Exhibit 1, for further details on the estimated labor hours of service required by the Government. **(NOTE: Refer to page 2 of this RFQ regarding SBU Building Information. In order for your firm to receive Exhibit 1, please comply with the submittal requirements for SBU Building Information.)**

18.2 Task Order– Supervisory Hours (Effort Required)

- a. Specific hours of supervision will not be required under this BPA. Instead, the Contractor shall be responsible for providing a level of adequate supervision sufficient to ensure effective performance by the productive guards over the course of this BPA. See Paragraph 22, below, for further information regarding supervisory guard duties and responsibilities.

In the event that the Government determines the supervision provided by the Contractor is insufficient to effectively manage the guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.

- c. All costs associated with the Contractor's Supervision plan must be factored into the offering prices, as the Government will not otherwise pay for the cost for Contractor Supervision after Contract award.

18.3 Task Order– Reserve Guard Forces (Effort Required)

- a. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event. Additionally, the reserve force shall be of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled Contract employee absences (e.g., due to illness, vacation, or personal emergencies). All reserve guards must meet the minimum qualification standards required in this SOW before working any post(s) under this Contract.
- b. The Contractor shall ascertain how this reserve guard force shall be acquired and maintained. However, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the active guard force at any given time. The Contractor shall factor the costs for maintaining a reserve guard force into the quoted prices, as the Government will not otherwise compensate the contractor for these services after BPA award.

18.4 Limitation on Labor hours to be Provided by Individual Employees

- a. No employee of the Contractor shall provide more than twelve (12) hours of service on one or more Contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- b. The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with any federal, state and local laws. Overtime costs must be factored into the offering prices, as the Government will not otherwise pay for them after Contract award.
- b. The limitation on hours may be verbally waived by the COR in emergency situations which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.). When these situations occur, the contractor will document on the GSA Form 139, next to the line in question, the time, date and name of COR who authorized the emergency situation.

The Government has the authority to assess deductions from Contract payments for all hours where guards exceed the 12-hour on-duty limitation. For each hour or part thereof where a guard works over 12 hours without prior approval by the COR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See Section G for further information on deductions.

19. Meal and Hygiene Breaks

The RFQ and Task Order do NOT specify when paid or unpaid meal and hygiene breaks are to be provided for Task Order employees, but defer instead to applicable Federal and state laws and regulations in that regard. The Contractor's direct and indirect costs for Task Order relief guards shall be included in the Offeror's firm, fixed non-supervisory guard rates.

Task Order guard relief (an equally qualified and equally equipped replacement guard, provided on a one-to-one basis by the BPA/Task Order Contractor during the entire period of the relieved guard(s) meal and hygiene breaks) shall be scheduled and provided by the BPA/Task Order Contractor for: (a) all non-supervisory guards performing at Task Order posts that are located at Task Order supported facilities where there are (b) five or more Task Order guards posts that are each and all concurrently located within 4 (four) blocks of each other.

Supervisors do not require such relief, anywhere, as their duties permit some flexibility. Non-supervisory Task Order guards performing at posts located outside of these designated relief areas shall pre-coordinate and pre-schedule their relief breaks with their Task Order supervisor and the manager of the facility/office where they are posted. Relief guards are not separately invoiced. The costs for all relief guards are included in Task Order productive (non-supervisory) guard hourly rates across the entire Task Order performance area. Costs for such hygiene relief and meal relief breaks shall be included in the Contractor's hourly price(s) for non-supervisory guards, as such costs shall not otherwise be invoiced to or paid for by the Government.

IMPORTANT NOTE: Habitual failure by the Contractor to furnish lawfully required meal and hygiene relief breaks as required may be considered to be a material breach of Contract, BPA, and Task Order, and may result in termination for cause (default), in whole or in part. Violations of Federal labor law/regulations will be referred to the U. S. Department of Labor.

20. Services Required – Non-Supervisory Guards

20.1 Order of Precedence

- a. The Contractor's employees shall perform the services as prescribed by:
 - i. The BPA, including the Task Order(s);
 - ii. The Guard Post Assignment Record (GSA Form 2580);
 - iii. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
 - iv. FPS Policy Handbook (PBS P-5930.17c); and
 - v. Contract Guard Information Manual (CGIM)

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

20..2 Guard Post Assignment Record (GSA Form 2580)

- a. Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS for all shifts on each post. The form defines the basic duties. Except for emergencies, the guards shall make no deviations. The FPS COR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the task order cost.
- b. The duties of some guard posts require that a guard not leave his post until properly relieved. Where required, it will be specifically stated on the GSA Form 2580.
- c. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the BPA or Task Order. The Contractor may be financially liable for accepting or implementing changes by any FPS or tenant agency staff other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a BPA or Task Order modification.
- d. The CO may delegate the authority to the COR to request Temporary or Special Additional Guard Services (TAS)/(SAS) in accordance with this SOW.

20.3 Typical Duties

- a. Guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each guard post will have a Guard Post Assignment Record and an Officer's Duty Book; the Guard Post Assignment Record is also commonly referred to as the "post orders" (See paragraph 6.2 above)
- b. Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time 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. Under no circumstance shall any guard neglect his/her assigned duties in order to familiarize him/herself with post orders.

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

20.4 Entrance/Exit Control Posts

- a. 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 inspection when and as directed by the Guard Post Assignment Record (GSA Form 2580), or as directed by the COR 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 FPS-supported facilities. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- b. Guards will provide on-site security and control access to the post area, observing, detecting, and reporting violations of post regulations, as directed by the Post Assignment Record. 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.
- c. Guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each guard 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-after 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.
- d. 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, willing, and able to use them as necessary and as required by the post orders.
- e. 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.

20.5 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 shall adhere to the patrol schedule as outlined in the post orders or as directed by the COR.

20.6 Traffic Control

When required by the Guard Post Assignment Record, guards will direct traffic (vehicle and pedestrian), control parking, issue traffic courtesy violation notices, 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.

20.7 Control, Issuance, and Storage of Keys

- a. Guards will coordinate with the COR the receipt, issuance, and tracking of 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 COR.
- b. Missing, lost, unusable, and/or stolen keys or access control devices shall be immediately reported to the COR and the guard's supervisor as soon as loss or problem is detected by the guard.

20.8 Security and Fire Systems

- a. Guards will monitor and operate building fire alarm and intrusion detection systems and other protection devices or building equipment located on or near post, in accordance with the Guard Post Assignment Record.
- b. When an alarm sounds, the guard must immediately report and record the incident as required by the Guard Post Assignment Record.
- c. Guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.
- d. Guards shall immediately notify the COR and their supervisor if any of the systems under their control malfunction or fail completely.

20.9 Utility Systems

- a. 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.
- b. 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 will be detailed in the post orders.
- c. Guards are not janitors, building maintenance staff, delivery persons, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

20.10 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 Guard Post Assignment Record.

20.11 Lost and Found

When directed by the COR, guards shall receive, receipt for, and store for safekeeping all found articles, pending their final disposition. The COR will provide an adequate supply of the necessary forms associated with this task.

20.12 Physical Security, Law and Order

Guards shall maintain physical security, law and order as prescribed by statute, regulation, or Guard Post Assignment Record, within the area of assignment. Guards may frequently be responsible for detecting, delaying, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

20.13 Unauthorized Access

Guards shall prevent, discover, 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 as detailed in the Guard Post Assignment Record.

20.14 Hazardous Conditions

Guards shall report daily in accordance with procedures in the Guard Post Assignment Record all potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.

20.15 Response to Injury or Illness

Guards shall obtain professional assistance in accordance with procedures in the Guard Post Assignment Record in the event of injury or illness to Government employees or others while in the building or on the grounds.

20.16 Flying the United States Flag

Guards shall raise, fly, lower, fold, and store the United States Flag (and other flags as authorized) in accordance with all applicable FPS regulations and post orders.

20.17 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.

20.18 Reports, Records, and Testimony

- a. Guards shall prepare and maintain required reports in accordance with the Guard Post Assignment Record regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COR, or as defined in the Post Orders.
- b. Guards shall verbally report threatening circumstances and potentially threatening activities they observe while on duty to the Regional Control Center or MegaCenter and, when possible, to the COR. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support necessary to lessen or eliminate the potential threat.
- c. 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 COR when such appearances are required and shall provide a copy of the subpoena that requests the presence of the guard. Guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated 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, with the Contractor coordinating with the COR to ensure that the testifying Contract employee appears as, when and where scheduled to provide timely testimony. Unless otherwise required by the COR, Contract employees who are scheduled to testify on behalf of the Government due to their Contract-related duties shall appear for court testimony in full uniform, but without weapons/firearms.

- d. The Contractor shall provide a qualified Contract employee to replace the Contract employee testifying on behalf of the Government.

20.19 Civil Disturbances

Guards will be required to perform other such functions as may be necessary 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 buildings or on the grounds under the control of the Government.

20.20 Emergencies

In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of or coordination with the Agency Technical Representative (ATR), or COR to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Contractor shall immediately notify the designated Government official or agency, as applicable, of action taken, and shall immediately contact the Regional Control Center or MegaCenter to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not done which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the Contract employees shall return to their assigned posts and duties.

20.21 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.

20.22 Work Scheduling Procedures

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

- b. 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 full tour of duty.

20.23 Recording Presence

- c. 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 building visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief guards will sign in and out at each post visited.
- d. The GSA Forms 139 will be filled out successively one line at a time beginning with the top line on the form. The GSA Forms 139 and must be completed in chronological order, without exception. Lines may not be left blank and signatures must not follow blank lines. Should an entire line be used to enter a calendar date for separating individual workdays, a one-line limit for each such date entry will be followed.
- e. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be acceptable for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the next line, immediately below or following on subsequent sheet's lines containing such errors, will be used to record all information for every column in the correct manner. The Contract employee shall draw a single line through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each GSA Form 139 containing erroneous entries for the purpose of correlating all mistakes made with the applicable valid lines of information, and for describing the reasons behind those mistakes. Payment of invoices is based on the above procedures.
- f. The Contractor will not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COR. All original GSA Form 139's will remain in the Contract Guard Duty Book until such forms are collected by FPS. Contractor shall ensure that copies of each GSA Form 139 is submitted to the COR with their monthly invoices.

20.24 Reporting LABOR HOUR Provided

- a. The Contractor shall submit to the COR, by no later than five (5) working days after the last working day of each previous month, a GSA Form 3430, Building Service Contractor Work Report or an equivalent substitute approved by the COR.

- b. The report shall be certified by the Contractor as to its accuracy. The Contractor's Contract Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.
- c. This report will be used by the Government to verify compliance with the man-hour requirements of the Contract.

21. Services Required – Contract Manager and Supervisory Guards

21.1 Contract Manager

- i. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the BPA. **The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the term of this BPA or any other guard Contract administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor.
- ii. 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 of the size and scope described in this RFQ/BPA.
- iii. This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or Subcontracts of various types and complexity.
- iv. 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.
- v. The Contractor shall provide to the CO and COR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed above. If the proposed CM does not meet the requirements listed above, the contractor shall submit a written waiver request which will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to

effectively manage a security guard Contract of the size and scope described in this RFQ/BPA. The CO or COR must approve the proposed CM prior to his/her assignment under this Contract.

- vi. **The CM is a salaried managerial position not specifically required in the line item(s) identified in this RFQ/BPA. Therefore, the Contractor shall factor all costs associated with providing a CM into their offering prices, as they will not otherwise be paid for by the Government.**
- vii. 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 or the COR prior to reporting for duty under this Contract.

21.2 Area/On Site Supervisor

- a. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- b. The contractors cost for area supervisors shall be factored into the hourly rates as they will not be paid for otherwise by the Government..
- c. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the BPA. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COR by the time of the first meeting after BPA award. The CO or COR must approve the proposed supervisor(s) prior to working under the Contract.
- d. The Contractor shall provide the level of supervision necessary to ensure that productive guards:
 - i. Are properly trained;
 - ii. Perform all duties as specified in accordance with the BPA and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;
 - iii. Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;
 - iv. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - v. Possess and display a valid certification card and CPR card at all times while on duty; and
 - vi. Possess all necessary permits, credentials, etc., as required by the BPA or by local or state law.

All supervisors shall be required to sign in on a GSA Form 139 log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs will be used by the Government to ascertain the level of supervision being provided to the guards working under this Contract.

- e. Replacement Area 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 for all replacement employees to the CO and the COR for approval before the replacement personnel report for duty under this Contract.

21.3 Authority and Jurisdiction

- a. Prior to commencement of work under this Contract, 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:
 - i. Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard as required by each Task Order. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained.
 - ii. 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 this Contract/BPA.
 - iii. Maintain current, valid copies of all licenses, permits, and certifications described in this Contract. The CO, COR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this Contract. The Contractor shall provide the COR a copy of all licenses, permits, certifications, and other documents for each contract employee. The Contractor shall provide updated records to the Government as licenses, permits, certifications, etc., are renewed.
 - iv. 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 this Contract.

Important Note: Failure by the Contractor to obtain all required licenses as of the Contract start date shall be grounds for termination for default. Failure by the Contractor to maintain valid licenses and permits may result in termination for default.

21.4 Regulations, Handbooks, and Other Applicable Documents

- a. DHS/BICE/FPS Regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed. Supplementary regulations, which are provided to the Contractor by the CO or his/her authorized representative, shall also be in effect and will be incorporated by Contract modification.
 - i. The Contract Guard Duty Book. A Contract Guard Duty Book shall be furnished by the COR and maintained at each guard post. Each book shall contain complete duty instructions and emergency procedures. The book shall not be removed from the guard post, or reproduced or copied in any manner unless properly authorized, in writing, by the COR.
 - ii. **Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3). These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.**
 - iii. Federal Protective Service Policy Handbook (PBS P 5930.17c). This FPS handbook contains the basic procedures and forms to be used during the course of the Contract. Applicable chapters will be supplied to the Contractor by the COR at the initial meeting after Contract award. This information must be read by all guards and supervisors in order for them to understand the role they play in FPS law enforcement and security operations.
 - iv. Contract Guard Information Manual (CGIM). This handbook contains the information all guards and supervisors must read and be familiar with prior to assuming duties under this Contract. The written examination which Contract guards must take will be based entirely upon this manual. The COR shall give the Contractor one (1) copy of this manual at the pre-performance meeting held shortly after Contract award. The Contractor may photocopy the manual for all Contract employees. The Contractor shall give each uniformed Contract employee a legible, securely bound copy of the CGIM upon beginning the basic training course as described below.

22 Equipment, Uniforms, and Materials

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

22.2 Government-Furnished Property

- a. The following supplies, materials, equipment, and facilities/office space, will be furnished by the Government:
- i. Electrical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, and closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COR.
 - ii. Repair and maintenance of equipment in paragraph "i" above.
 - ii. Officer's Post Order Duty Book, including all inserted information required. The COR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Post Order Duty Book.
 - iii. Telephones and/or radios deemed necessary by the Government for the conduct of official business under this Contract.
 - iv. Guard office, locker space, locker and office equipment, excluding office machines (as available and deemed necessary by the Government).
 - v. All Government administrative forms prescribed for use by Contract employees under this Contract.
 - vi. Building utilities and services will be afforded the Contractor in accordance with established FPS operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
 - vii. Limited occupation and use of GSA-controlled office space, where available, for the Contract Manager and/or Supervisors to use to conduct official Contract business.

22.3 Accountability for Government Property

- a. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or completion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. All equipment issued by FPS to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.
- b. 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, or if repairs or replaced by the Government, the total cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- c. A list of all equipment furnished by the Government shall be prepared by the Contractor and submitted to the COR on a quarterly basis: January 1, April 1, July 1, and October 1.
- d. **CELLULAR TELEPHONE:**

IF THE POST HAS BEEN ASSIGNED A CELLULAR TELEPHONE (CELL PHONE), THE FOLLOWING APPLIES:

- i. All cell phones are to remain at post during non-duty hours.
- ii. All cell phones are for emergency use only.
- iii. The cell phones are for use in conducting official government business only. It is not for personal use, including calls to and from the contractor that are not official government business.
- iv. The cell phones will not be used to report post arrival and departure to the mega center. Landlines will be used for this purpose.
- v. The cell phones include a minimum of cell phone time and direct connect minutes. Any additional time used will be charged to the contractor unless sufficient documentation is provided by the contractor to justify additional usage.

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

22.4 Use of Government Property

Government property shall be used for official Government business only in the performance of this Contract. Government property 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.

22.5 Safeguarding Government Property

- a. The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- b. If the work under this Contract requires that the Contractor employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for its own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, 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.

22.6 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COR the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The malfunctioning equipment shall also be reported to the Regional Control Center or MegaCenter Operator.

22.7 Use, Accountability, and Care of Contractor Furnished Property (NOT APPLICABLE)

22.8 Contractor-Furnished Property

The Contractor shall furnish and maintain in acceptable condition, at no cost to Contract employees, all items of uniform and equipment necessary to perform

work required by the Contract (including each Task Order issued under this Contract), as discussed in the following paragraph. **The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.**

22.9 Equipment

a. Firearms and Ammunition:

- i. Firearms shall be furnished by the Contractor to equip each armed guard and supervisor while on duty. Personal weapons shall not be used. **Firearms shall be .40 caliber, semi-automatic, Smith & Wesson Model No. 4046 TSW or equal. Each firearm (Smith & Wesson 4046 TSW or equal) must be equipped with the following salient safety features: firing pin block; sear disconnect; and magazine disconnect.** If the Contractor proposes to use a firearm that is "equal," the Contractor must furnish all specifications for the weapon to the CO as part of the technical quote, in accordance with FAR provision 52.211-6, Brand Name or Equal (Aug 1999) referenced in Section L of this Solicitation/Contract. The CO shall make a determination prior to Contract award as to whether the proposed weapon contains the salient safety features listed above and whether the weapon is "equal." If the weapon proposed is not determined by the CO to be "equal," the Contractor must either propose another alternate "equal" weapon for the CO's review and approval or provide the Smith & Wesson 4046 TSW. The COR is responsible for ensuring the firearms and ammunition furnished to the guards comply with the requirements outlined herein. Appropriate and ample supplies of firearms, upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected by the Contractor prior to issuance to guards.
- ii. Each firearm shall be inspected at the commencement of each tour of duty by the Contract employee. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition.
- iii. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.

- iv. No firearms shall be stored on Government premises unless specifically required by post assignment instructions. If so required, firearms and ammunition shall be stored in a safe or other cabinet, furnished by the Contractor, which complies with Government standards for storage of weapons. Contract supervisor(s) and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register, GSA Form 1051, provided by the COR. All weapons and ammunition left on site shall be stored separately in a locked metal cabinet which will be furnished by the Contractor and approved by the COR. The cabinet shall remain locked at all times. The Contractor shall also be responsible for having locks on firearms cabinets changed at least once every six months or more often if warranted.
- v. The Contractor shall maintain a list of serial numbers of firearms used on the Contract/BPA, including to whom they are assigned, to the COR prior to the Contract performance date. The list shall be kept current and submitted to the COR on a quarterly basis: January 1, April 1, July 1, and October 1. Any changes must be documented and forwarded to the COR within one (1) week of the change.
- vi. In the event that a firearm is lost or stolen, the Contractor shall notify the GSA Control Center **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the COR within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the COR of the serial number for the replacement weapon.
- vii. Ammunition for authorized firearms shall be provided by the Contractor. **Each guard, entering on duty, including uniformed supervisor(s), shall be issued 10 rounds of ammunition, plus two additional magazine of 10 rounds, of Smith & Wesson .40 caliber, 180 grain, Hydra Shock, Jacketed, Hollow Point ammunition or equal ONLY.** If the Contractor proposes to use ammunition that is "equal," the Contractor must furnish all specifications for the ammunition to the CO as part of the technical quote, in accordance with FAR provision 52.211-6, Brand Name or Equal (Aug 1999) referenced in Section L of this Solicitation/Contract. Ammunition shall be inspected at the commencement of each tour of duty to ensure its safe and effective use. The Contractor shall NOT use the specified ammunition if it is a violation of law in the location where services are to be provided. In such instances, the Contractor shall notify the Contracting Officer that the ammunition is prohibited and shall propose an alternative brand/type of ammunition that is legally acceptable. The Contracting Officer shall make the determination whether to approve or deny the proposed alternative.

22.10 Uniforms.

- a. The Contractor’s guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be **readily distinguishable** from those of local and state law enforcement agencies and from those of Federal Protective Officers. All guards performing under this 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.
- b. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.
- c. The type of uniform proposed for use on this Contract/BPA will be provided by the Contractor and will be agreed to by the Government at the time of Contract/BPA award. The table below shows the standard required uniform components and the required quantities of the components: **NOTE: ALL CONTRACT GUARDS SHALL WEAR EQUIPMENT AND GEAR IN A CONSISTENT MANNER TO MAINTAIN UNIFORMITY OF ALL CONTRACT PERSONNEL.**

REQUIRED ITEM	REQUIRED QUANTITY
Shirt, long sleeve	3
Shirt, short sleeve	3
Trouser, all season weight	3
Necktie (optional)	2
Jacket, winter, patrol type (Reefer style)	1
Frame style cap OR Baseball style cap	1
Gloves, winter (pair) - (Color to match accessories)	1
REQUIRED ITEM	REQUIRED QUANTITY
Pistol belt without muster strap (Sam Browne)	1
Level II retention holster, firearm (slide on belt type) w/hammer safety strap, left/right as required (armed guards/supervisors only)	1
Ammunition cartridge case (armed guards only)	2
Duty Belt “Keepers”	4
Expandable Police Baton (with holder)	1
Handcuffs (pair) and keys	1
Handcuff case	1
Key strap with flap (if needed)	1
Insignia, muster patch (each shirt and jacket)	7
Whistle, with chain attachment (metal)	1
White (non-supervisory), Gold (supervisory) metal cap ornament	1
Nameplate, 3-1/2" x 3/4", with black or blue 1/2" lettering On Gold metal (initial and last name)	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 the approval of the COR; however, all guards on any one shift must be in the same uniform with the same sleeve length.

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

22.11 Supplementary Equipment

- a. Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:
 - i. A notebook and pen.
 - ii. A standard police-type flashlight with a minimum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are in serviceable condition.
 - iii. A First Aid and Personal Response Kit containing, at least, but not limited to: CPR Kit (gloves, face mask/mouth guard, etc. Instruction Sheet); Biological Hazardous Kit (Mask, Filters, Gloves, Eye Protection; etc., Instruction Sheet); First Aid Kit (band aids, gloves, cold/hot pack, gauze, tape, antiseptic, scissors, etc.).
 - iv. Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) may be used as appropriate for operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.
- b. Guards shall not possess any unauthorized supplemental or personal equipment, such as privately owned (e.g., equipment not issued by the Contractor or required by the Task Order) firearms, knives, "come-alongs", or other such nonstandard items. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from duty.

23. Qualifications of Contract Personnel

23.1 General Qualifications

- a. All Contract personnel are expected to behave courteously and professionally toward all persons encountered in the performance of the Task Order related duties, including FPS employees, building tenants, and the general public. The CO and/or COR may require re-training, suspension, or dismissal of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Task Order.
- b. To be eligible to perform under this Task Order, all uniformed Contract employees must meet, to the satisfaction of the COR, the following requirements:
 - i. Be a citizen of the United States of America. The COR may allow legal resident aliens with proper INS-issued work permits to work under the Task Order upon the Contractor's request. **Under no circumstances will resident aliens lacking valid INS work permits be allowed to work under this Contract.**
 - ii. Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations.
 - iii. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
 - iv. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but in no circumstances shall the Contractor permit a guard who does not have a good command of the English language to work under this Task Order.
 - v. Meet **one** of the following experience/education requirements:
 - (1). Three years of security experience within the past five years; **or**
 - (2). An Associate's Degree, **or** at least 60 semester hours of college coursework in any field of study; **or**
 - (3). Three years of military or National Guard (active duty or reserve) experience; **or**
 - (4). Successful completion of Police Officer's Standard Training (POST) course; **or**

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

IMPORTANT NOTE: Contract employees working under the previous incumbent Task Order who meet the above experience/education requirements will be eligible to continue working under this Task Order and shall be offered the right of first refusal.

23.2 Medical and Physical Qualifications

23.3 General

- a. The Contractor shall ensure that all Contract employees assigned to work under this Task Order are physically able to perform all duties required by the Task Order. All Contract employees must be in good general health without physical defects and/or psychological abnormalities that would interfere with the performance of this Task Order.
- b. All prospective Contract employees must undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician. All guards (productive and supervisory) must meet the health certification requirements listed in Exhibits 10 and 10A. No guard shall be permitted to work under this Task Order until this certificate has been submitted to and approved by the COR. Failure by a guard to meet any of the required medical qualifications may result in the guard being disqualified from performing under the Task Order. Where there is a disqualifying factor noted, the examining physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance under the Contract. In such cases, notwithstanding the physician's signed opinion, the CO or COR shall make the final determination regarding the Contract employee's suitability to work under the Task Order. Documentation by a physician of a disqualifying factor without a written medical opinion as to the Contract employee's suitability to perform under the Task Order shall automatically result in the guard's disqualification.
- c. Medical examinations are valid for a period of three (3) years from the date of issuance. Upon expiration, a new medical examination must be provided under the same guidelines stipulated in this Section.

23.4 Medical Standards

- a. All Contract employees must meet the following medical standards:
 - i. Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test at minimum 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy 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.

- ii. Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there must be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. NOTE: The use of a hearing aid is not permitted and is disqualifying.
- iii. Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- iv. Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- v. 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.
- vi. Cardiovascular System: The following conditions are disqualifying:
 - (1) Organic heart disease (compensated or not);
 - (2) Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
 - (3) Symptomatic peripheral vascular disease and severe varicose veins
- vii. 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.
- viii. Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.
- ix. Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
- x. Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

23.5 Physical Demands

- a. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:
 - i. Frequent and prolonged walking, standing, sitting, and stooping;
 - ii. Occasional running or sprinting; and
 - iii. Subduing violent or potentially violent individuals
- b. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the contract upon the COR's request.
- c. The Contractor shall be responsible for encouraging and promoting employees assigned to this contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

23.6 Illegal Drug Screening

23.7 Pre-Employment Screening

- a. As part of the medical examination, all Contract employees must submit to an initial urine drug screening that tests for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/mL):

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

- b. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>; this list is

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

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.

- c. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Task Order, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the BPA will be modified to permit the use of those methods.
- d. The presence of a positive reading for **any** of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor **shall not** permit any applicant to take multiple tests in order to receive an acceptable reading.
- e. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the contractor's proposed hourly rate as the contractor will not be otherwise compensated.

23.8 Government Requested Screening.

- a. The CO or COR shall have the express right to request random urine drug screenings at any time during Contract performance. Random screenings shall be conducted by the COR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described above.
- b. The CO or COR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the COR will advise the CM in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CM should make arrangements for the test to be conducted as soon as possible and within 3 working days. 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 above.

- c. Contract employees who undergo either random or targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening). The Contractor 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 test. In the event that the results are positive, the Contractor shall **immediately** remove the Contract employee(s) with a positive reading from the Contract and **immediately** inform the COR and CO of the result and the employee's removal from the Contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- d. **Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services 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 an acceptable reading.**

23.9 Psychological Screening/Reliability Testing

- a. In those states where it is legal to do so, all uniformed Contract employees shall be psychologically/personality tested and/or evaluated for reliability by the Contractor or the Contractor's designated agent, prior to employment under this Contract. This one-time pre-employment test/evaluation safeguards the employee, the public, the Contractor, and the Government, for the benefit of all. The Contractor shall utilize either professionally recognized written 1) psychological/personality factor testing, such as the 16-PF or 5-PF (sixteen or five personality factor) or 2) ERI (employment reliability inventory) testing as an aid to selecting reliable employees for this Contract. As a third alternative, the Contractor may use state licensed (in the state where the Contract employee lives or works) psychologists or psychiatrists for in-person interviews of applicants, to ensure that all such prospective employees are psychologically reliable and suitable for all Contract-related duties.
- b. In those states where it is lawful to do so, each and all of the Contractor's employees and prospective employees shall participate in and complete this pre-employment test/evaluation before they begin performance under this Contract. The Contractor may request, in writing, a one-time (per employee) waiver for up to 30 days to complete the test/evaluation. The results and findings of the tests/evaluations shall be documented, filed, and secured in the Contract employee's personnel file by the Contractor. The Government shall have the right to inspect the test/evaluation upon request, as part of an overall file review.

- c. The Contractor should consider the results of the test/evaluation as part of the overall hiring decision. The Government does not intend, request, or require that the results of the test/evaluation become the sole basis for a hiring decision on the Contractor's part, nor will the Government request such information as part of the Contract employee suitability clearance process.
- d. In states where such pre-employment evaluations are prohibited by law, the Contractor is not required to accomplish formal screening and testing; however, the Contractor shall be required to provide the CO with a written, signed, and dated statement on letterhead stationery from a cognizant state/city Government official (or an officer of the court) that cites the specific law or statute that forbids such testing/evaluation. A legible copy of the letter shall be placed in each affected Contract employee's personnel file.
- e. The Contractor is responsible for all costs associated with providing the tests/evaluations and for factoring those costs into the offering prices. If the Contractor finds after award of the Contract that such tests/evaluations are prohibited in all or part of the Contract locations, the CO and Contractor shall negotiate a Contract price adjustment to reflect the deletion of this Contractual requirement.

23.10 Security Clearance Requirements

The Security Clearance requirements for this Contract are identified in Exhibit 12. **Each Contract employee must, at a minimum, complete the FPS suitability adjudication process described below.**

23.11 FPS 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 a formal suitability adjudication by FPS. All Contract employees shall receive a formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.
- b. Once a prospective 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 COR the following forms for each Contract employee: two (2) completed original Forms FD-258, "Fingerprint Chart;" an original and one copy of the GSA Form 176, "Statement of Personal History;" and one original "Domestic Violence Questionnaire". The COR will furnish an ample supply of these forms to the Contractor immediately after Contract award and upon the Contractor's request thereafter. Contractors may use, and are encouraged to use, the local police, the state police, or the Federal Bureau of Investigation (FBI), to obtain readable fingerprints on the fingerprint cards. Upon receipt of the completed, legible forms, FPS will forward the forms

to the FBI for evaluation. FPS will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a FPS Contract. Provided that the forms are complete and legible, the entire evaluation process will take anywhere 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 at least one (1) month and should plan paperwork submissions accordingly.

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

- c. If FPS finds a Contract employee to be unsuitable to work under the Contract, the Contractor must 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. 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.
- d. Once a favorable adjudication has been made by FPS, the guard is suitable to work under the Contract for two (2) years (provided that nothing occurs within the 2-year period that would render the guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COR 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 guard's suitability clearance prior to its expiration. Any guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new suitability determination is made. The Contractor shall make every effort to submit a new suitability paperwork package to FPS at least thirty (30) days prior to the current suitability expiration date (refer to paragraph "b" above for paperwork requirements).
- e. For employees cleared through this process while employed under a predecessor Contract (providing the same services), the suitability determination made under the previous Contract will carry over to the new Contract. However, the Contractor will be required to submit new suitability applications once the guards' current suitability clearances expire.

- f. The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, issuance of a temporary clearance to any such employee will not preclude the contractor's duty to follow through with the above requirements for suitability clearances. Full clearance will follow as a result or condition thereof, regardless of the granting of a temporary clearance.

23.12 Security Clearance Requirements (Classified Contracts)

- a. In addition to meeting the FPS suitability requirements described above, additional security clearances may be required by the Contract and/or Task Order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), or the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibits 1 and 12 for further information as to whether this Contract will require such clearances). Where such clearances are required, employees to be assigned to the facility shall be subject to a security check by the Government prior to being allowed to work at the site. 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. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- d. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty (30) days prior to the Contract start-up date.
- e. In all areas requiring a DOD, DOE, or NRC 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). (Note: online access to the manual is no cost, while

the paper copy from the Government Printing Office costs \$11.00). 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 from NRC at www.nrc.gov. All applicable forms must be completed by each designated employee and each required Contractor representative. The Contractor shall notify the COR, in writing, within five calendar days of receipt of authorization for employees to be assigned to classified areas.

- f. Temporary suitability determination waivers may be granted by the Government (but are not a Contractual entitlement by the Contractor) for a period of six (6) months from the date that such waiver is approved. All Contract employees working under FPS security Contracts after the expiration of the six (6) month temporary clearance without a final suitability or security clearance, will be dismissed from further work until such time as a full suitability determination has been completed. This requirement applies to both classified and non-classified Contracts. Security clearances will not be waived. The Government will provide the Contractor with the appropriate address where the completed forms are to be forwarded.
- g. The Contractor is responsible for all costs associated with obtaining sufficient information (i.e., pictures, fingerprints, employee's SF 176 and any other information pertinent to obtaining guard suitability) making sure that all applicable security clearances for each and every affected Contract employee are renewed and up to date. The costs to obtain information must be factored into the quoted prices, as they will not otherwise be paid for by the Government. The costs for actual guard suitability and clearances are not incurred by the contractor as suitability and clearances are performed by the Government.

23.13 Special Requirements for Supervisors

- a. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.
- b. The COR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume (Section J, Exhibit 11), shall be completed for each supervisor and a copy shall be provided to the COR.

24. Training

24.1 General

- a. All guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Contract guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials will not be required to take the training and examination until their suitability adjudication expires. Prior to the expiration of their suitability adjudication, those guards must complete the required training and pass the written examination. All newly hired Contract guards with no prior experience under the predecessor or other current FPS security guard service Contract must take the following training and pass the written examination prior to working under this Contract.
- b. The Contractor bears the entire responsibility for scheduling the Government-provided training courses and/or examinations with the Government and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the quoted price, as the Contractor will not otherwise be compensated by the Government for those costs after Contract award.
- c. The CO, COR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract. The Contractor shall be responsible for providing the COR a copy of the training schedule within 10 days after award of the Contract and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the COR of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 9.

24.2 Training Requirements by Position

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

24.3 Productive Guards

- a. All productive guards working under this Contract must take the following training at the time periods specified in the following chart. The Government will provide to the Contractor one copy of the Contract Guard Information Manual (CGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The CGIM should be provided to Contractor's employees on the first day of their basic training course.

TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 Hours		<u>XXX</u>
FPS “orientation” training – 8 Hours	<u>XXX</u>	
Magnetometer/X-Ray Training (Applies only to screening posts) – 8 hours	<u>XXX</u>	
Annual CPR/First Aid Training and Certification		<u>XXX</u>
TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Re-certification Training – 40 Hours (Every 2 years)		<u>XXX</u>
Firearms Training – 40 Hours (Armed Guards Only)		<u>XXX</u>
Annual Firearms Requalification (Armed Guards only)		<u>XXX</u>

- b. Basic training, FPS “orientation” training, Magnetometer/X-Ray training, and basic firearms training are “one time only” courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contractor's employees. Training certifications are transferable to other FPS security guard service Contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.
- c. Annual firearms re-qualification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (See Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.

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

24.4 Supervisors

- a. All uniformed supervisors working under this Contract must successfully complete both basic training and supervisory training as shown in the following chart. The Government will provide to the Contractor, at no cost, one copy of the CGIM. The Contractor shall be responsible for photocopying the manuals for their employees' use, at no additional cost to the Government. The CGIM should be provided to the supervisors on the first day of basic training. Following completion of basic training, the supervisors will be required to take and pass a written examination.

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

- b. Supervisory training will be based on Government-provided Supervisory Training Manual. The manual will be given to each supervisor at the beginning of the supervisory training course.
- c. **No supervisor shall be permitted to work under this Contract without having passed the basic training and written examination for basic training, the basic firearms course and qualification (if the supervisor will be armed), and the Government supervisory training.**

- d. Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and firearms training are "one time only" courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contract employees. Training certifications may be transferable to other FPS security guard service Contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

24.5 Written Examination

- a. Upon the Contract employees' completion of the Basic Training and Re-certification Training, the Contractor must schedule with FPS a Government-administered written examination that will test their employees' familiarity with and understanding of the information contained in the CGIM after the Contract employees (productive and supervisory) successfully complete the applicable course. The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- b. If a Contract employee does not pass the examination on the first attempt, he/she may re-take the examination; however, the Contract employee will be given only two (2) attempts to pass the exam within a 90 day period after training completion. If the Contract employee fails after the second attempt, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period.

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

24.6 Firearms Training and Qualification

- a. The Contractor is responsible for providing 40 hours of firearms training prior to sending the Contract employees to a firing range for the initial range qualification session. At least eight (8) but no more than 16 of the 40 hours should be classroom training, with the remaining 24 – 32 hours being actual training/shooting time on a firing range. **For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 200 rounds of ammunition during the course of range training.** The cost of ammunition must be factored into the contractor's quoted price as it will not otherwise be paid by the Government. The COR will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after Contract award.

- b. Any Contract employee who has successfully completed a 40 hour firearms course using a .40 caliber revolver under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate, or a current A-1 or firearms certification). The COR shall have discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the Contract employee **shall not** exempt the Contract employee from the annual range qualification requirements.
- c. **Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using Trans-II targets only.** The targets are inexpensive and are widely and readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this Contract and must factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
- d. Annual firearms re-qualification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (See Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations must be factored into the offering prices, as they will not otherwise be paid for by the Government.

A CONTRACT EMPLOYEE FAILING TO RE-QUALIFY WILL HAVE 30 WORKING DAYS AND A MINIMUM OF 30 HOURS OF FIREARM RE-TRAINING TO QUALIFY FROM THE DATE OF INITIAL FAILURE. THIS TRAINING MUST BE RECORDED, INDICATING THE DATES, NUMBER OF HOURS OF RANGE AND CLASSROOM INSTRUCTION, TOTAL HOURS OF PRACTICE AND FIRING FOR RE-QUALIFICATION, AND AMOUNT OF AMMUNITION USED.

FAILURE TO RE-QUALIFY AFTER REMEDIAL TRAINING WILL BE CAUSE FOR REMOVAL OF THE EMPLOYEE FOR FAILURE TO MEET JOB STANDARDS IN ACCORDANCE WITH APPLICABLE REGULATIONS.

- e. **Successful firearms range qualification by Contract 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.**

- f. An FPS representative will witness the firearms qualification for each Contract employee to ensure that each Contract employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS employee will not be deemed acceptable for the purposes of this Contract.
- g. The Contractor must provide the necessary weapons and ammunition for training and qualifications. **The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to the FPS Training Center, if a FPS Training Center is used to conduct range qualifications.** All Contractor-provided weapons used for qualifications of Contract employees shall be inspected and approved by an authorized FPS Range Master prior to use on any Government firing range. Ammunition used for firearms qualifications on a Government firing range shall be provided by the Government. No Contract employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the Federal Protective Services Division, Testing and Firearms Qualifications Center (See Exhibit 5).
- h. There is no limit on the number of times a Contract employee can attempt to re-qualify on the practical pistol course; however, **under no circumstances whatsoever will the Government permit a Contract employee who has not re-qualified in a timely manner (at least one (1) calendar year from the date of the previous qualification date) to work as an armed guard under this Contract.** The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the practical pistol course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the practical pistol course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the practical pistol course.

IF A CONTRACT EMPLOYEE FAILS TO SUCCESSFULLY COMPLETE THE REQUALIFICATION COURSE BY THE ANNIVERSARY DATE, THE EMPLOYEE MUST BE RELIEVED FROM THEIR ARMED GUARD POST IMMEDIATELY AND BE REMOVED FROM OUR CONTRACT AS AN ARMED GUARD UNTIL THEY MEET THE RE-QUALIFICATION REQUIREMENTS OF RE-QUALIFYING WITHIN 30 WORKING DAYS AND A MINIMUM OF 30 HOURS OF FIREARM RETRAINING TO QUALIFY FROM THE DATE OF INITIAL FAILURE, AS STATED ABOVE.

24.7 Minimum Age for Firearms Licensing

- a. The Contractor must follow Federal, State and/or Local licensing requirements for Contract employees. In most areas the minimum age requirements for armed guard personnel is twenty-one (21) years of age.
- b. In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

24.8 FPS-Specific Training

- a. All Contract employees must receive FPS-specific training prior to working under this Contract. The training will be provided by FPS employees at a Government site. The site(s) and date(s) of the training session(s) will be scheduled by the COR and the Contractor after the award of the Contract and prior to the Contract start date. The subjects that will be covered by the training include:
 - iv. General information and special orders for the facilities to be protected under this Contract;
 - v. Operational procedures for security systems and security equipment used in the protected premises; and
 - vi. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
- b. Each employee must be familiar with all general requirements for a specific facility before being assigned to it.
- c. See Exhibit 7, for the complete syllabus on the FPS-specific Government provided training.
- d. Guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The COR shall have the discretion to accept or deny proposed exemptions from training based on prior training experience.

24.9 Government-Provided Magnetometer/X-Ray Training

- a. All Contract employees who will be assigned to work on posts that contain screening equipment (magnetometers and/or X-Rays) shall receive 8 hours of Government-provided training on the use and handling of the security equipment.
- b. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion. The certificate shall be filed in each Contract employee's personnel file.

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

24.10 CPR/First Aid Training

- a. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this Contract. CPR training and certification shall be valid for a period of one (1) year. Upon the one-year expiration of the CPR certification, the Contract employee must become re-certified. Re-certification training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. **While expressing no preference for a CPR training provider, the Government requires that each CPR course MUST provide practical training (e.g, on “dummies”) on resuscitation techniques.** If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.
- b. First Aid training and certification shall be valid for a period of two (2) years. Upon the two-year expiration of the First Aid certification, the Contract employee must become re-certified. Re-certification training shall be a minimum of 2.5 hours.
- c. Guards or uniformed supervisors who possess valid CPR and/or First Aid credentials will not be required to re-take the training until their credentials expire.
- d. NO Contract employee shall be permitted to work under this Contract without CPR or First Aid credentials or with expired CPR or First Aid certification credentials. Those Contract employees who work with expired credentials will be immediately removed from the Contract upon discovery of the expired credentials and will not be eligible to work until the training is successfully completed and the Contract employee is again certified.
- e. **Under no circumstances whatsoever shall the Contractor require the Contract employee to incur the expense of CPR or First Aid training/re-certification without providing full remuneration to the employee within fifteen (15) days of the employee’s completion of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.**

NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY EQUIPMENT ASSOCIATED WITH CPR, SUCH AS A CPR AID KIT, TO THEIR EMPLOYEES, TOTALLY AT THE CONTRACTOR’S EXPENSE.

24.11 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 at such time as the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will compensate the contractor at the hourly rates as awarded in the BPA for any hours associated with this training.

24.12 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this SOW.

24.13 Attendance Compliance

- a. Contract employees scheduled to work armed guard posts will be unable to work those posts until they have successfully completed the basic training, FPS training, passed the written examination and successfully complete the 40 hours of firearms training. Contract employees must pass both the written examination and qualify on a pistol firing range, prior to working on the armed post.
- b. All employees hired after the Contract start must receive and successfully complete the training and testing prior to performing duties under this Contract.

24.14 Government Provided Training - Failure to Attend

- a. It is mandatory that Contractor employees attend all scheduled training and examination/qualification sessions.
- b. If a contractor employee who has been scheduled for training is excused, the contractor must provide to the Government, 48 hours in advance, an excused absence notice of any personnel who will fail to appear for scheduled qualifications due to an excused absence. Acceptable excuses are medical emergencies of the guard and the guard's immediate family (spouse, children, parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability.
- c. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours advance notice or an acceptable excuse.
- d. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the FPS Training Center as soon as possible. The 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 Contractor employee being placed under an unexcused absence situation, which could result in the individual not being considered for placement on the guard contract.

- e. The FPS Training Bureau shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO. Those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the Contract may be seriously delayed by the unexcused absence.

24.15 Training Waivers

In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the COR may temporarily waive the time frames in which training and/or testing must be provided before a Contract employee can work under the Contract. However, all such waivers must be requested in writing by the Contractor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the Contract employee, not to exceed 120 calendar days. **Under no circumstances may the Contractor work any Contract employee under a temporary waiver without the COR's written consent of the waiver request.** If the COR grants a temporary waiver for the time frame requested by the Contractor, the Contractor must abide by that time frame and, upon expiration of the temporary waiver deadline date, must either have completed the training/testing requirements or must remove the affected Contract employee(s) from the Contract until such time as the requirements are successfully completed.

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

Any waiver to extend the time frame is only applicable to the FPS training requirements and does not apply for any local, city, county or state licensing requirements. All armed guards must have valid county/city/state firearms license/permit and have proficiency on the use of the firearm. The only possible exception to this is if the county/city/state waives their existing license/permit requirements. Otherwise, the guards cannot work armed posts.

IN ORDER FOR THESE PROCEDURES TO APPLY AND BE EFFECTIVE, FOR EMERGENCY / WAR CONTINGENCY PLAN FOR REPLACEMENT GUARD(S) AS A RESULT OF ACTIVATION OF MILITARY RESERVE FORCES FOR MILITARY ACTIVE DUTY, THE CONTRACTOR MUST PROVIDE TO THE COR(S), THE CURRENT MILITARY ORDERS ACTIVATING THE SUBJECT INDIVIDUAL FOR MILITARY DUTY.

25 Quality Control

25.1 Contractor-Provided Quality Control Plan

- a. Adequate and consistent quality control is an essential component of successful Contract performance. The Contractor shall develop and adhere to the Quality Control Program accepted by the Government upon Contract award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
 - i. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors (not routine inspections performed by Area Supervisors as part of their normal duties).
 - ii. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with GSA Form 139 Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
 - iii. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when either superior or deficient performance is noted by the Contractor's Quality Control Monitors or by the Government.
 - iv. Resumes for all employees appointed to serve as Quality Control Monitors. **Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed guard employees working under this Contract.**
- b. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire Contract period. Follow-up reports shall be prepared and maintained in the above manner.
- c. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. 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.
- d. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the COR for approval prior to them performing any inspections under the Contract. All changes in appointments shall require the same approval.

- e. The Contractor shall maintain a file of all inspection reports related to the Contract and shall make those reports available to the CO or COR upon request. The CO or COR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COR of any serious problems or deficiencies noted during an inspection and shall inform the COR of all actions taken or planned to resolve the problem.
- f. If the Contractor's performance indicates that additional quality control measures must be taken by the Contractor, the CO and/or COR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. The CO and/or COR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
- g. The Contractor's adherence to their stated Quality Control Plan shall be considered by the Government during semi-annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided).

25.2 Government-Provided Quality Control

- b. The Government shall use any and all methods deemed necessary to ensure that Contractor 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.
- c. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

26. Performance Evaluations

- a. The CO and/or COR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the Contract by the Contractor. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contractor. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance

evaluation being given, in order to demonstrate the Government's good faith and paramount intention to obtain successful performance by the Contractor.

- b. The Government shall formally evaluate, in writing, the Contractor's performance *at least* twice per year -- usually at mid-year and at the end of the year. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Contract file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation.
- c. The Government shall have the express authority to share the findings (either general or specific) of the performance evaluation reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.
- d. The Government shall use the performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future Contract(s) to the Contractor.

27. Payment of Postage, Shipping, and Handling Fees

All costs related to the Contractor's submission of information, including forms; reports, files, correspondence, invoices, payrolls, etc., to FPS shall be paid by the Contractor. These costs must be factored into the quoted prices, as the Government will not otherwise compensate them after Contract award.

28. Marking

All information submitted to the CO or the COR shall indicate clearly the Contract Number, BPA Number or any other identifying number under which the information is being submitted.

29. The Role of Government Personnel and Responsibility for Contract Administration, Inspection, and Acceptance

29.1 Contracting Officer (CO)

The CO has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the Contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on unsatisfactory performance; terminate the contract for convenience or default; issue final decisions regarding Contract questions or matters under dispute. He/she may delegate certain other responsibilities to his/her authorized representatives.

29.2 Contracting Officer's Representative (COR)

- a. The COR is designated by the CO to assist the CO in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the Contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this Contract; acting as the Government's representative in charge of work at the site(s); ensuring compliance with the Contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.
- b. After Contract award, the CO will issue a written Delegation of Authority memorandum to the COR that details the scope of duties the COR is authorized to perform and manage. The COR cannot make any decisions regarding the performance of the contract except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.
- c. The Contractor shall immediately notify the CO in the event the COR directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of the COR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

29.3 Contract Quality Assurance Specialists (QAS)

- a. The QAS assist the COR(s) in the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the QAS include, but are not limited to:
 - i. Inspecting the work to ensure compliance with the contract requirements;
 - ii. Documenting through written inspection reports the results of all inspections conducted;
 - iii. Following through to ensure that all defects or omissions are corrected;
 - iv. Identifying to the CO and COR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;
 - v. Conferring with representatives of the Contractor regarding any problems encountered in the performance of the work, and generally assists the COR in carrying out his/her responsibilities.

- b. After Contract award, the CO will issue a written memorandum to the QAS that details the scope of duties they are authorized to perform. **The QAS cannot make any decisions regarding the performance of the contract except as outlined in the memorandum.** A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the Contract Inspectors.
- c. The Contractor shall immediately notify the CO in the event the QAS directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of his/her designated duties as stated in the CO's memorandum to the Contract Inspector. The CO will then make a determination on the issue and will respond to all affected parties

30. Government Inspection and Monitoring

- a. 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.
- b. People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to FPS. FPS will follow up as is appropriate with each such report. If appropriate, FPS will then advise the Contractor of the commendations or complaints received.
- c. FPS works in partnership with client Federal agencies that reimburse FPS for contracted services. The staff and management of these Federal agencies will be supplementing FPS' own inspection and monitoring program with formal and informal observations and reports.
- d. FPS will use its own announced and unannounced inspection and monitoring procedures in support of this Contract. Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by FPS' customer surveys and other agency reviews of the Contractor's performance.

31. Option to Extend the Term of the Contract

- a. The Government shall have the unilateral option of extending the term of this contract for four (4) consecutive additional periods of twelve (12) months each **(see FAR Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (Mar 1989))**. The same terms and conditions contained in this contract shall apply to the option period(s), if exercised. The option shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least 30 calendar days prior to the expiration of the contract. The total duration of this contract, including the exercise of any options, shall not exceed 5 years.

- b. Options will be exercised at the Government's prerogative. There is **not** a contractual right on the part of the Contractor to receive any options available for award if the Government does not choose to exercise them. If the Government exercises the option(s) within the prescribed time frame, the Contractor shall be bound to perform the services for the option period or be subject to the default provisions of this contract.

32. SUBMISSION OF INVOICES

(1) Invoices shall be submitted in an original copy to the designated billing office below to assist Department of Finance in making prompt payment:

**General Services Administration
Region 7 Finance Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

or visit the GSA Finance Division website at <http://www.finance.gsa.gov>.

(2) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract, the following information or documentation must be submitted with each invoice.:

- i. The ACT /PDN number indicated in Block #4 on the GSA Form 300
- ii. The Contract number.
- iii. The name of the facility where services were provided.

33. Payment (General)

- a. Payment for Task Orders with recurring services will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.
- b. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this Contract.
- c. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the Task Order(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed.

Submission of false invoices constitutes fraud and shall be subject to contractual and legal actions that may be detrimental to the contractor.

- d. To verify the monthly payment for productive labor hours, the COR or his designated representative will compare the labor hours required in each Task Order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction in accordance with the actual factual information available. For example, if the Task Order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.
- e. Additional/Emergency Services (TAS/SAS): Each invoice for additional services shall be submitted to the COR together with a copy of the GSA Form 139. All invoices submitted for TAS/SAS shall reference the following information:
- iv. The ACT /PDN number indicated in Block #4 on the GSA Form 300
 - v. The Contract number.
 - vi. The name of the facility where services were provided.
 - vii. The dates and number of productive and supervisory hours worked, including the rates authorized for each.
 - viii. The name of the FPS Representative who authorized the additional hours of work.
 - ix. For Purchase Orders over \$2,500.00, invoices for TAS/SAS must be sent to:

**General Services Administration
Region 7
Finance Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

(Unless specified otherwise in Block #24 on the GSA Form 300).

For Task Orders below \$2,500.00, invoices shall be sent to the COR unless otherwise specified.

34. Deductions for Loss, Damage, Destruction, or Unauthorized Use of Government Property

In the event a Contract employee loses, damages, destructs, or makes unauthorized use of Government property that causes the Government to incur costs to replace, repair or otherwise make whole the affected property, the Government shall notify the Contractor in writing of the nature of the damage, the costs associated with replacement, repair, etc., and the proposed deduction amount. The Contractor shall have 10 days to respond to the notice of intended deduction. The deduction, if assessed, will be taken from the next monthly payment.

35. CRITERIA FOR DEDUCTIONS

- a. Where security guard services are concerned, there is no way for the Government to obtain re-performance of un-provided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions.
- b. The deduction rate for failure to provide required level of service shall be established as the hourly Contract rate. The hourly Contract rate will be the same hourly rate contained as awarded in the current unit price of the contract.

<u>DEFICIENCY</u>	<u>DEDUCTION</u>
1. Unarmed guard working on or at an armed post	100% of the Productive hourly rate for each hour employee works
2. Guard working without valid FPS Certification or Suitability Clearance	100% of the Productive hourly rate for each hour employee works
3. Failure to provide required relief breaks	Productive hourly rate, pro-rated for amount of relief not provided
4. Backfill required by FPS personnel	No less than 100% of the Productive hourly rate.

5. Loss, Damage, Destruction, or Unauthorized Use of Government Property

Actual cost to replace, repair, or "make whole" the affected property.

36. Permits, Licenses, and Adherence to Laws

- a. In performance of work under this Contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, County, Parish, and Municipal laws and regulations associated with licensing and permit issuance. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the Contract, including any and all option periods the Government exercises. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the COR within 15 days after award of the contract, and again within 15 days after award of each option period exercised by the Government. The costs associated with this requirement must be factored into the Contractor's hourly offered prices, as they will not otherwise be paid by the Government.
- b. The Contractor will perform services as required in this SOW. The Contractor must possess ALL licenses required to perform services as specified in this SOW.
- c. **The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. (FEDERAL, STATE, COUNTY, CITY, LOCAL, etc). This information is provided as a guide only. The Contractor must verify and comply with all state, county, and municipal requirements, whether listed here or not.**
- d. The Contractor will be found non-responsible if they do not possess the required license(s) or do not demonstrate the ability to obtain such licenses prior to the Contract start date.
- e. Failure by the Contractor to maintain valid licenses and permits may be cause for the Government to take Contractual actions, up to and including termination for default. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the CO will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, municipality, etc.) orders the Contractor to cease performance until the license is renewed, the Government may terminate the Contract for default or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the Contract price.

- f. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit. **Under no circumstances shall a Contract employee be required to pay for a contractually required license or permit without being reimbursed by the Contractor.**

37. Contract Guard Certification

- a. Prior to working under the Contract, every guard, productive and supervisory, must possess a valid FPS certification card (GSA Form 3527). The FPS certification card is evidence that the guard has: received a favorable adjudication from FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a FPS Contract security guard.
- b. The Contractor must follow the procedures listed below to obtain a FPS certification card for each Contract employee:
- i. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements (including medical and psychological/reliability examinations and drug testing);
 - ii. Submit the suitability package to the FPS COR and await the results of the adjudication. This process will take approximately one (1) month if all forms are legible and complete; however, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
 - iii. Schedule required Government-provided training and testing/qualifying with the FPS COR and schedule/conduct all other Contractor-provided training requirements;²
 - iv. 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 COR for a FPS certification card:
 - (1) Two color photographs, 1" x 1," no more than six (6) months old, of the guard's head and upper musters; and

² The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.

- (2) One GSA Form 3527, Contract Guard Qualification Certificate. The guard's name, social security number, 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.
- (3) Armed guards must submit a signed and dated "Domestic Violence" certification that states have not been arrested for or charged with any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms. This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms re-qualification.
- c. The FPS COR will type the date of issuance, qualifications, and expiration on the GSA Form 3527, and laminate the completed form. The card will then be issued to the Contractor.

No guard or supervisor shall be permitted to work under this Contract without a valid certification card.

- d. 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 FPS certification card, but also a valid CPR/First Aid card, and, when required, a valid firearms permit.
- e. The Certification card will be valid for the term of the contract and shall be marked "TOC" to designate expiration upon completion of the contract.
- f. The Contractor must return to FPS an employee's certification card within **five (5)** workdays of either the termination of the guard's employment, or the guard's removal from the Contract at the end of the Contract period. The Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS Contracts. Possession of a FPS certification card **does not** waive any other Contract requirement.
- g. The certification card shall be worn on the outermost garment of the guard's uniform.
- h. **IMPORTANT NOTE:** Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification).

- i. The COR must have the authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards. The COR shall have the authority to prohibit contract employee(s) from performing under the Contract until such time as he/she comes into full compliance with all qualification/certification criteria.

38. Identification/Building Pass

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

39. Standards of Conduct

- a. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
- b. 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 and the post orders.
- c. Each Contract employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and/or COR have the authority to request the retraining, suspension, or removal of any Contract employee who does not meet and/or adhere to the standards of conduct as required in this Contract and the CGIM.

40. Removal from Duty

- a. The Government may request the Contractor to immediately remove any Contract employee(s) from the work site should it be determined that the Contract employee(s) has been disqualified for either suitability or security reasons. Removal from duty may also be requested for those Contract employees who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor shall immediately comply with these Government requests and immediately provide well-qualified replacement personnel.
- b. Disciplinary actions resulting from Contract employee nonperformance or misconduct or delinquency shall be handled by the Contractor as required by the Contract.

- i. Violations of the Rules and Regulations governing Public Buildings and Grounds, 41 CFR 101.20.3 (as may be amended, modified, or replaced).
- ii. 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 Government's worksite(s).
- iii. Falsification and/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.
- iv. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- v. Participating in disruptive activities, which interfere with the normal and efficient operations of the Government.
- vi. Theft, vandalism, immoral conduct, or any criminal actions.
- vii. Selling, consuming, and/or being under the influence of intoxicants, drugs, or substances which produce similar effects; failure to pass drug screening test.
- viii. Improper and/or unauthorized use of official authority or credentials.
- ix. Unauthorized use of Government property, including electronic computer and communications equipment (radio, telephone, facsimile, imaging and data systems)
- x. Violation of security procedures and/or security regulations.
- xi. Unauthorized post abandonment that would jeopardize the safety of life or property at the facility(ies) protected by that post.
- xii. Failure to cooperate with Government officials and/or Federal Agency authorities during an official investigation.
- xiii. Unauthorized and/or illegal use of a weapon.
- xiv. Ineffectiveness (multiple repeated deficiencies) in carrying out Contract-required duties (responding to radio/telephone roll calls, patrolling the area, inspecting identification and packages of persons entering the facility, requesting/inspecting property passes of persons carrying apparent Government property towards facility exits, etc.)

- xv. Failure to make a timely appearance for Court testimony, when scheduled and notified in advance to do so by either the COR or the Contract Manager or both, or by subpoena.
- c. The COR and/or CO will make all determinations regarding the removal of any employee from the work site. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.

41. Contract Employee Reinstatements

- a. When the Government take an action that may impact upon on the suitability or work fitness status of a contractor employee the Contractor may appeal the decision to the CO.
- b. If the CO made the initial decision, the appeal will be reviewed by a senior manager within the regional FPS office or by the FPS Technology and Security Branch staff in Washington, DC. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
- c. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
- d. While the appeal is being considered, the Contractor **shall not** permit the employee work under this Contract.

43. Contractor's Personnel Filing System

- a. The Contractor shall maintain personnel files for all employees who work under this Contract. Files shall be maintained either at the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
 - i. Application for employment, including resume or detailed prior work history and references;
 - ii. Results of all criminal history checks obtained by the Contractor both prior to and after hiring;
 - iii. Copy of high school diploma, GED certificate, college transcripts, military record, or POST training completion;
 - iv. Copy of any and all pertinent documents required to prove US citizenship or legal status if alien. (E.g., naturalization papers, current or expired passport, birth certificate, "green card", etc.)(*).

- v. Record of all basic and refresher training attendance and, where required, test scores;(*)
- vi. Record of all firearms training and qualification scores, where required by the Contract;(*)
- vii. Record of all Government-provided training completed;(*)
- viii. Copy of most recent CPR card and First Aid certification card;(*)
- ix. Copy of most recent Medical Evaluation (SF 78);
- x. Results of all drug screenings administered (both pre- and post-employment);
- xi. Copy of psychological evaluation/reliability exam results (where legally permitted) or signed letter indicating such exams are illegal in the State/County/Parish/Municipality of the Contractor's office;
- xii. Record of guard's suitability information (including date current suitability expires);(*)
- xiii. Copy of all disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
- xiv. Copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
- xv. Copy of any clearance issued, where required by this Contract (i.e., Secret/Top Secret)

(*) Although the Government will maintain records for this item, the Contractor shall also maintain this information. This is required in the event that there is a catastrophic destruction of records at the Government's facility, which would require recreation of guards' files.

- b. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every Contract employee's file.
- c. The CO, COR, or other designated representative, shall have the authority to review **any** Contract employee's file at **any time** during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).

- d. The CO or COR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) which clearly details the status of all the Contract requirements for all Contract employees.
- e. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- f. **False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate an investigation by its Office of Inspector General, or the regional FPS Criminal Investigations Branch may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.**

44. Initial Contract Transition

- a. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- b. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the Contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- c. The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after Contract award. The Service Contract Act does not require the predecessor Contractor to provide this information earlier than 10 days prior to the predecessor Contract ending date; however, the Government will request cooperation by the predecessor Contractor to provide this information upon award of this Contract.

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45. Phase-Out of Contract and Continuity of Services

- a. The Contractor must recognize that services under this Contract are vital to the Government and must be continued without interruption. Upon Contract expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request that the Contractor provide the names, social security numbers, and anniversary dates of all employees when a new RFQ for follow-on services is developed.
- b. After a new Contract is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor Contract). If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date.
- c. The extent to which the Contractor cooperates with the Government and the successor Contractor during the Contract transition will be noted in the Contractor's final performance evaluation and will be part of the final performance rating.

LIST OF EXHIBITS

EXHIBIT	TITLE
EXHIBIT 1	Training Subjects to be Presented to the Contract Guards by the Contractor
EXHIBIT 1A	Contractor's Certification of Basic Training
EXHIBIT 2	Supervisory Training Subjects to be Presented by the Contractor
EXHIBIT 2A	Contractor's Certification of Supervisory Training
EXHIBIT 3	Contractor-Provided Recertification Training
EXHIBIT 3A	Contractor's Certification of Recertification Training
EXHIBIT 4	Training Subjects Presented by the Government's COR to Contract Employees
EXHIBIT 4A	Contractor's Certification of Government-Provided Training
EXHIBIT 5	Contractor-Provided Firearms Training/Certification Practical Pistol Course
EXHIBIT 5A	Contractor's Certification of Firearms Training
EXHIBIT 6	Contractor's Training Schedule and Plan
EXHIBIT 7	Standard Form (SF) 78, Certificate of Medical Examination
EXHIBIT 7A	Medical Standards
EXHIBIT 8	Key Personnel Resume
EXHIBIT 9	Security Clearance Requirements
EXHIBIT 10	Department of Labor Wage Determination(s)

EXHIBIT 1

BASIC TRAINING SUBJECTS TO BE PRESENTED TO THE CONTRACT GUARDS BY THE CONTRACTOR

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

72 Hours³

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	2	Instructor(s) will discuss the mission, role and responsibilities of 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 (Note: FPS will provide the instructor with information on this program to assist in training)
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	2	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a Federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement guards and the contract guards.

³ The Contractor must present 72 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor must 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 must 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.

Continuation of Exhibit - I

<p>Ethics and Professionalism Part II: Interactive Training</p>	<p>1</p>	<p>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.</p>
<p>Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)</p>	<p>2</p>	<p>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</p>
<p>Principles of Communications Part II: Interactive Training</p>	<p>1</p>	<p>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.</p>
<p>Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)</p>	<p>1</p>	<p>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.</p>
<p>Professional Public Relations Part II: Interactive Training</p>	<p>1</p>	<p>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.</p>
<p>Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)</p>	<p>1</p>	<p>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.</p>

Continuation of Exhibit - I

Understanding Human Behavior, Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using Scenario/s 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 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".
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	1	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards must 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)	1	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	1	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related

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		items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	1	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	1	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	2	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	1	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishes (types, etc.), sprinkler systems, fire alarm systems, and other standards fire prevention equipment.

Continuation of Exhibit - I

Records, Reports, & Forms (CHAPTER EIGHT, CGIM)	3	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 FPS contract. Emphasis on tips for effective report writing.
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.
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.

Continuation of Exhibit - I

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 and control of the contract guard's firearm. Instruction must 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 1A

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>
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BASIC TRAINING	_____	_____
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ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

EXHIBIT 2

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

9 Hours

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

EXHIBIT 2 Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

EXHIBIT 2A

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		

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

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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 3

CONTRACTOR PROVIDED BI-ANNUAL RECERTIFICATION TRAINING TO BE PRESENTED TO ALL CONTRACT GUARDS

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

40 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of 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 (Note: FPS will provide the instructor with information on this program to assist in training)
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	1	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a Federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, Federal law enforcement guards, and the contract guards.

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

EXHIBIT 3, continued

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

EXHIBIT 3 continued

<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	.5	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	.5	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	.5	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

EXHIBIT 3, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	.5	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards must 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)	.5	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)	.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 3, continued

<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 must 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, 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 FPS contract. Emphasis on tips for effective report writing.

EXHIBIT 3, continued

<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.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	1	Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.

EXHIBIT 3, continued

<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 (CHAPTER SIXTEEN, CGIM)	.5	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	2	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide detailed instruction in the handling and control of the contract guard's firearm. Instruction must 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 3, continued

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

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

EXHIBIT 3A

CONTRACTOR'S CERTIFICATION OF BI-ANNUAL RECERTIFICATION TRAINING

Contract Employee's Name: SSN: - -

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

SUBJECT DATE COMPLETED NUMBER OF HOURS

RE-CERTIFICATION TRAINING

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

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

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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 4

TRAINING SUBJECTS PRESENTED BY
THE GOVERNMENT'S COR TO CONTRACT EMPLOYEES

8 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations	1	Discuss FPS'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.
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Report Writing, Notes and Required GSA Forms	3	Develop an understanding of the types, requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.
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Instructor(s) will review and discuss the importance of the following forms:

- a. GSA Form 3155, Preliminary Investigation;
- b. GSA Form 3157, Crime Analysis;
- c. GSA Form 1039, Record of Property Found;

Continuation of Exhibit - 4

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Telephone and Radio Communications	1	<p>d. GSA Form 252, Found Property Tag;</p> <p>e. GSA Form 1789, Register of Visitors;</p> <p>f. GSA Form 139, Arrival and Departures;</p> <p>g. NCR Form 139-R, Relief Guard Register</p> <p>h. GSA Form 239, Officer and Inspectors Register;</p> <p>i. GSA Form 435, Guards Hourly Report;</p> <p>j. Special forms unique to the facility used in the performance of the Contract duties.</p>
Role of Local, State and Federal Police Agencies	1	<p>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.</p> <p>The Contract guards will be instructed in their relationship (position to other law enforcement agencies. Each guard must 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.</p> <p>NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p>

EXHIBIT 4A

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:

SUBJECT	DATE COMPLETED	NUMBER OF HOURS
GOVERNMENT-PROVIDED TRAINING		8

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

**EXHIBIT 5
CONTRACTOR-PROVIDED FIREARMS TRAINING
PRACTICAL PISTOL COURSE**

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
3 Yds	1	Standing point muster reference sights (FI) Strong hand only	DA	6	1	2 Sec.	One shot in 2 seconds, reholster after each shot (X6).
	2	Standing point muster 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).

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
7 Yds	1	Standing two hands with sights (FI)	DA	12	1	3 Sec.	One shot in 3 seconds, reholster after each shot (X5).
				1/RL-6/1		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	12	2	4 sec.	Two shots in 4 seconds, reholster after each pair (X2).
				2/RL-2(6)/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.

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
15 Yds	1	Right/Left	DA	12	3	7 Sec.	Draw and fire three shots in 7 seconds

HS-FPS-04-XPA-0013

side standing
and kneeling
Barricade

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.

DISTANCE	STAGE POSITION	MODE	ROUNDS	SHOT 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.

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DISTANCE	STAGE POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
25 Yds	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

EXHIBIT 5A

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:

SUBJECT	DATE COMPLETED	NUMBER OF HOURS
FIREARMS TRAINING		

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

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

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING 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 6

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:

EXHIBIT 7

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

RESERVED [INSERT ACTUAL COPY OF SF 78]

EXHIBIT 7A

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

Medical Standards

All Contract employees must meet the following medical standards:

- iv. Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy 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.
- v. Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there must be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
NOTE: The use of a hearing aid is not permitted and is disqualifying.
- vi. Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- vii. Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- viii. Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.

EXHIBIT 7A, continued

- ix. 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
- x. 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.
- xi. Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.
- xii. Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
- xiii. Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

Physical Demands

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

EXHIBIT 8

KEY PERSONNEL RESUME

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

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____ AGE: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

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

ANNUAL SALARY: _____

RESPONSIBLE FOR THE WORK OF: _____ PERSONS

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

WORK EXPERIENCE: (Past 10 years in chronological order)

<u>Date</u> <u>From</u>	<u>To</u>	<u>Job</u>	<u>Company/Address</u>	<u>Reference</u>
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EDUCATION SUMMARY:

<u>Name/Address</u>	<u>Dates Attended</u>	<u>Diploma or Certificate Issued</u>
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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 9

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)	_____	_____
G. FPS Suitability Determination	_____	_____
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 10

DEPARTMENT OF LABOR WAGE DETERMINATION(S)

Wage Determination No.: 2001-0127
 Revision No.: 2
 Date of Last Revision: 03/29/2002
 State: IDAHO
 Area: IDAHO, Statewide

Collective Bargaining Agreement between Security Services of Idaho Inc. and International Union, Security Police, Fire Professionals of America (SPFPA) and Local #14 (SPFPA) effective February 1, 2002 through January 31, 2004.

Wage Determination No.: 2002-0230
 Revision No.: 1
 Date of Last Revision: 07/31/2002
 State: IDAHO, OREGON, WASHINGTON
 Area: IDAHO, Statewide
 OREGON COUNTIES of: Baker, Grant
 Harney, Malheur,
 Morrow, Umatilla,
 Union Wallowa, Wheeler.
 WASHINGTON COUNTIES of: Adams, Asotin
 Benton, Chelan,
 Columbia, Douglas,
 Ferry, Franklin, Garfield,
 Grant, Kittitas, Lincoln,
 Okanogan, Pend Oreille,
 Spokane, Stevens,
 Walla Walla, Whitman,
 Yakima.

Collective Bargaining Agreement between Security Services of Idaho Inc. and International Union, Security Police, Fire Professionals of America (SPFPA) and Locals #11 & #12 effective June 18, 2002 through August 31, 2004.

RFQ ADDITIONAL INFORMATION TO OFFERORS

Inspection of Documents Related to the Contract

The following documents referred to in this contract are available for inspection purposes by also contacting the source listed in Paragraph 5 above:

- A. Officer's Duty Books;
- B. Contract Guard Operations Manual; and
- C. Rules and Regulations Governing Public Buildings and Grounds (FPRM 41 CFR 101-20.3).

Technical Acceptability

To be considered technically acceptable, the offeror shall possess a minimum of three years experience with similar sized security guard security service contracts of similar scope and complexity.

Instructions for Submitting Quotes

General

The instructions below provide guidance for the preparation and submission of quotes. Their purpose is to establish requirements for the format and content of quotes so they are complete, contain all essential information, and can be evaluated equally.

Submission and Content of Quotes

SUBMISSION OF QUOTE SHALL BE IN THE ENGLISH LANGUAGE. ALL PRICES SHALL BE IN U. S. DOLLARS.

1. To be eligible for consideration, the responsive Contractor's Quote will first include
 - b. A cover letter/page clearly identifying the Offeror and the Offeror's GSA-FSS FSC 084 SIN 246-54 Contract number, stating that 1) the Quoter accepts all conditions of the Contract and RFQ (clearly identify the RFQ number) and 2) takes no exceptions to the RFQ, the BPA, and the Task Order(s) resulting from the RFQ and BPA
 - c. A statement that the Offeror's unit prices/rates are valid and correct for all required quantities and geographic areas (i.e., quoted unit prices/rates for hourly labor)—prices will not vary by quantity ordered or worksite locality (within the geographic area of performance)

- d. A statement that the Offeror has checked and verified that all Quoted prices are firm, fixed unit (per labor hour) prices that are complete and without error
 - e. A firm, fixed (unit) price Quote using the form or format provided in the RFQ;
 - f. A legible, true photocopy of each currently valid (on the Quote due date) state security guard company license that the Offeror will lawfully operate under the for BPA/Task Order
 - g. A list of three or more references that can verifiably identify the Offeror as possessing similar experience with similar sized security guard security service contracts of similar scope and complexity;
 - h. A statement that all Quoted prices include all direct and indirect costs, and profit (if any); each unit price, therefore, includes the FSA-FSS Industrial Funding Fee ("IFF")
 - i. A statement that the Quoter accepts that BPA award is on an all or nothing basis, made to one Quoter only; Quotes offering to perform less than all RFQ requirements will not be accepted. Quotes failing to provide firm, fixed unit prices for all separately priced requirements will not be accepted.
2. For the purpose of this RFQ, three (3) identical sets of the quotes shall be submitted by each Offeror prior to the closing time for receipt of quotes. The submission envelope or box shall show the RFQ number, hour, and date for receipt of quotes in the lower left-hand corner of the envelope or box.
 3. The quote package must be received by 3:00 p.m., local time, on

ATTN: Dolor E. Alegrado
Contracting Officer
Federal Protective Service
U.S. Immigration & Customs Enforcement
Department of Homeland Security
400 15th St., SW
Auburn, WA 98001-6599
 4. Quote packages received after the hour and date specified above will be considered late submissions and will be handled in accordance with the FSS, MAS Solicitation 7FCI-L3-03-0084-B, FAR 52.212-1, Instruction to Offerors – Commercial Items (OCT 2000) (Local Deviation), from which your contract was awarded.
 5. Hand-carried quote packages must be received in accordance with the requirements stated in the paragraphs above. The term "hand-carried" includes special delivery

and express mail carriers. Late hand-carried quote packages will be handled in accordance with the FAR clause cited above.

Price Quote Guidelines

1. Offerors must submit prices for ALL line items and ALL option periods in order to be considered for award of this BPA.

Past Performance Guidelines

1. The Government intends to contact individuals and firms for which the Offeror has performed services to evaluate the record of past performance. Offerors must submit the following information for ALL current security guard service contracts and ALL security guard service contracts performed within the past three (3) years that are similar in size and nature to those required in this RFQ. A contract is considered to be similar in size and nature if the total required labor hours are at least 80% of the estimated labor hours of this RFQ. Provide the following information for each contract:
 - a) Name of company/agency for whom services were provided;
 - b) Name, current telephone number, current facsimile (fax) number, and e-mail address of two (2) appropriate points of contact for the company/agency (i.e., the CO and the COR);
 - c) Estimated annual productive and supervisory hours;
 - d) Type of Contract (i.e., firm fixed price, cost reimbursement);
 - e) Dates of contract start and expiration;
 - f) Annual Contract price; and
 - g) A brief description of services provided (not to exceed ½ page of single spaced print).
2. For any Contract that was terminated for default, the Offeror bears the burden to provide all relevant information regarding the facts and circumstances surrounding the default termination. Absent adequate explanations regarding such termination(s) for default, the Government must presume that the termination(s) resulted from the Contractor's failure to meet its contractual obligations. This information must be listed as an attachment to the contract information sheet and must be no more than one page, double-spaced, in length.
3. For any Contract where severe performance problems occurred (i.e., problems resulting in a cure notice or show cause notice), the Offeror must provide all relevant information regarding the facts and circumstances surrounding the problems, including all steps taken by the Offeror to correct the problems. This information must be listed as an attachment to the contract information sheet and must be no more than one page, single-spaced, in length.

4. For those contracts performed within the past 5 years that do not meet the definition of 'similar in size and nature' as described in paragraph A above, the Offeror may provide a simplified listing of the contracts performed. The simplified list must contain the following information:
 - (1) The Contract number;
 - (2) The name of the Contracting agency or company; and
 - (3) The estimated annual Contract price
5. The Government reserves the right to request further information regarding these contracts, if necessary to properly evaluate the quote.
6. The Government will contact five (5) references of the Government's choosing to obtain information on the Offeror's past performance. The Government will base its opinion of the Offeror's past performance based on those references. If the Offeror has performed less than five (5) current or previous contracts, the Government will only evaluate those contracts under which the Offeror has performed services. Additionally, if the Government attempts to contact references provided by the Offeror but is unsuccessful in receiving the references, the Government will evaluate only those references actually received.
7. The Government is not limited to contacting only those references provided by the Offeror. The Government may also consider the Offeror's performance on contracts not submitted by the Offeror that the Government is aware of or becomes aware of as a result of reference interviews.

NOTE: Failure to submit complete and accurate information on references required above may render the quote deficient in this area.

EVALUATION FACTORS FOR AWARD

Quotations or offers shall be evaluated based on Pass/Fail rating. The Government will make an award to the responsible Offeror whose Quote conforms with the RFQ and all SOW requirements and offers the best value to the Government, considering price and past performance factors as listed below:

1. Price will be evaluated for reasonableness. Price reasonableness is a comparison of the proposed price with the price proposed by other offerors, and the Government's estimate, past prices, current market conditions, and other relevant measures.
2. Price evaluations are matters of judgment and will not be based upon the absolute standard of low price. Price evaluations will be based on an assessment of which quote presents the optimal combination of low price and price reasonableness. Due to the relative importance of past performance versus price the Government may make award to other than the offeror proposing the lowest price.

NOTE: For evaluation purposes, a total price will be computed utilizing the total productive labor hours to be multiplied with the hourly rate for the base year and each option period.

1. The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a "Pass Rating". An Offeror whose record is unacceptable, may receive a "Fail Rating."
2. Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the quoter has consistently demonstrated a commitment to customer satisfaction and timely delivery of services.

CONTRACT AWARD

The Government intends to make an award without conducting discussions. Therefore, the Offerors must submit their quotations in its best terms from a price and past performance standpoint. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government.

LIST OF ATTACHMENTS/OTHER DOCUMENT

Security Services of Idaho

Company Name

475 Yellowstone, Suite K
Pocatello, ID 83201

Mailing Address:

THIS REPRESENTATIONS AND CERTIFICATIONS WILL BE USED FOR FEDERAL PROCUREMENT DATA SYSTEM-NEW GENERATION (FPDS-NG)

(CHECK APPROPRIATE BOXES AND FILL IN THE BLANKS.)

1. FAR 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: 82-0402354
 TIN has been applied for.
 TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government.

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____ N/A _____

TIN _____

2. FAR 52.204-5 Women-Owned Business (Other than Small Business) (MAY 1999) *(Complete if procurement is not set aside for small business concerns)*

- (a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is not a women-owned business concern.

3. FAR 52.204-6 Data Universal Numbering System (DUNS) Number (APR 1998)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

4. FAR 52.219-1 Small Business Program Representation (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____
- (2) The small business size standard is \$ _____
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete if offeror represented itself as veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision --

“Service-disabled veteran-owned small business concern” --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the

case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veterans means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Woman-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

5.. FAR 52.219-19 Small Business Concern Representation for the Small Business

Competitiveness Demonstration Program (OCT 2000) *(Complete if procurement is being made under the Small Business Competitive Demonstration Program)*

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is not greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror is, is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.) Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of numbers of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. (Check one of the following.)

No. of Employees

 50 or fewer

 X 51 - 100

Avg. Annual Gross Revenues

 \$1 million or less

 \$1,000,001 - \$2 million

_____ 101 - 250
_____ 251 - 500
_____ 501- 750
_____ 751 - 1,000
_____ Over 1,000

_____ \$2,000,001 - \$3.5 million
_____ \$3,500,001 - \$5 million
_____ \$5,000,001 - \$10 million
_____ \$10,000,001 - \$17 million
_____ Over \$17 million

6. FAR 52.219-22 Small Disadvantaged Business Status (Oct 1999) *(complete if offer exceeds \$100,000 in amount and the acquisition is not set aside for small business concerns).*

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (Oct 1998) *(Applies only in solicitations for acquisitions for which small disadvantaged business procurement mechanisms are authorized on a regional basis)* (3) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern

or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address" as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

7. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The Offeror certifies to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Submitted by: Eugene Wilson

Date: 04/23/04