

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

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

1. REQUISITION NUMBER

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2. CONTRACT NO. HSCEE3-09-D-00001  
 3. AWARD/EFFECTIVE DATE 01/01/2009  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER HSCEE3-08-R-00001  
 6. SOLICITATION ISSUE DATE 07/15/2008

7. FOR SOLICITATION INFORMATION CALL: **Todd Wanner**  
 b. TELEPHONE NUMBER (No collect calls) 215-521-2251  
 8. OFFER DUE DATE/LOCAL TIME ET

9. ISSUED BY CODE ICE/FPS/EAST  
 ICE/FPS/East CCG/Region 3  
 Immigration and Customs Enforcement  
 Federal Protective Service  
 Office of Acquisition Management  
 701 Market Street, Suite 4200  
 Philadelphia PA 19106  
 10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 100.00 % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 NAICS: 561612  HUBZONE SMALL BUSINESS  
 SIZE STANDARD: \$17.0  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS b2Low  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
 16. ADMINISTERED BY CODE ICE/FPS/EAST C  
 ICE/FPS/East CCG/Region 3  
 Immigration and Customs Enforcement  
 Ofc of Acquisition Management - FPS  
 701 Market Street, Suite 4200  
 Attn: <<Enter Contract Specialist>>  
 Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR CODE 1293045510000 FACILITY CODE  
 ACTION FACILITIES MANAGEMENT INC  
 115 MALONE DRIVE  
 MORGANTOWN WV 265012283  
 18a. PAYMENT WILL BE MADE BY CODE ICE-FPS-REGION  
 DHS, ICE  
 Burlington Finance Center  
 P.O. Box 1279  
 Attn: ICE-FPS-Region 03  
 Williston VT 05495-1279

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This contract is for Professional Building Security Officer Services in support of the Customs and Border Protection, Advanced Training Center, Harper's Ferry, WV  The subject contract is comprised of this award document, a Statement of Work, List of Exhibits, Terms and Conditions, and Action Facilities' Proposal dated December 4, 2008. Amendments 0001-0004 are hereby incorporated into the contract. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$100,000.00

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, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT REF. Proposal OFFER DATED 12/04/2008 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 *Diana Lewis*  
 30b. NAME AND TITLE OF SIGNER (Type or print) Diana Lewis, President  
 30c. DATE SIGNED 12/31/08  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Annamarie Bartholomeo*  
 31b. NAME OF CONTRACTING OFFICER (Type or print) Annmarie Bartholomeo  
 31c. DATE SIGNED 12/31/08

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>A minimum guarantee of \$100,000.00 is issued on this contract and will be satisfied by the placement of the first delivery order under this contract.</p> <p>The subject contract is covered by the following Wage Determination: 2005-3017, Revision 6, dated 5/29/2008.</p> <p>The total amount of the award including all ordering periods is \$6,869,630.32. Period of Performance: 01/01/2009 to 02/28/2014</p> <p>BUILDING SECURITY OFFICER SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCED TRAINING CENTER, HARPERS FERRY, WV, Obligated Amount: \$100,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: b2Low Funded: \$100,000.00</p>			b4	
0002	<p>SUPERVISORY SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCE TRAINING CTR, HARPERS FERRY, WV Continued ...</p>			b4	

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED     INSPECTED     NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ACTION FACILITIES MANAGEMENT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: Funded: \$0.00				
0003	Temporary Additional Services Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: Funded: \$0.00			b4	
0004	OPTION PERIOD 1 - BUILDING SECURITY OFFICER SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCED TRAINING CENTER, HARPERS FERRY, W Amount: b4 Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: Funded: \$0.00			b4	
0005	OPTION PERIOD 1 - SUPERVISORY SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCE TRAINING S FERRY, WV Amount: b4 Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: b2Low Funded: \$0.00			b4	
0006	OPTION P mporary Additional Services Amount: b4 Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: b2Low Funded: \$0.00 Continued ...			b4	

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NAME OF OFFEROR OR CONTRACTOR  
 ACTION FACILITIES MANAGEMENT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	OPTION PERIOD 2 BUILDING SECURITY OFFICER SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCED TRAINING CENTER, HARPERS FERRY, W Amount:           b4            (Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: Funded: \$0.00			b4	
0008	OPTION PERIOD 2 SUPERVISORY SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCE TRAINING CTR, HARPERS FERRY, WV Amount:           b4            Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: b2Low Funded: \$0.00			b4	
0009	OPTION P                   porary Additional Services Amount:           b4            Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: b2Low Funded: \$0.00			b4	
0010	OPTION PERIOD3 BUILDING SECURITY OFFICER SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCED                   ER, HARPERS FERRY, WV, Amount:           b4            Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: Funded: \$0.00			b4	
0011	OPTION PERIOD 3 SUPERVISORY SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCE TRAINING CTR, HARPERS FERRY, WV Continued ...			b4	

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NAME OF OFFEROR OR CONTRACTOR

ACTION FACILITIES MANAGEMENT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: <b>b4</b> Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  <b>b2Low</b>  Funded: \$0.00				
0012	OPTION 3 Additional Services Amount: <b>b4</b> Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: <b>b2Low</b>  Funded: \$0.00			<b>b4</b>	
0013	OPTION PERIOD 4 BUILDING SECURITY OFFICER SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCED TRAINING CENTER, HARPERS FERRY, W Amount: <b>b4</b> Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: Funded: \$0.00			<b>b4</b>	
0014	OPTION 4 SUPERVISORY SERVICES IN SUPPORT OF CUSTOMS AND BORDER PROTECTION, ADVANCE TRAINING CTR, HAR WV Amount: <b>b4</b> Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  <b>b2Low</b>  Funded: \$0.00			<b>b4</b>	
0015	Option 4 Additional Services Amount: <b>b4</b> Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Continued ...			<b>b4</b>	

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

ACTION FACILITIES MANAGEMENT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$0.00</p> <p>The total amount of award: \$6,869,630.32. The obligation for this award is shown in box 26.</p>				

STATEMENT OF WORK  
BUILDING SECURITY OFFICER SERVICES REQUIREMENTS  
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1. Introduction

1.1 Use of Acronyms

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

ATR	Agency Technical Representative
SGIM	Security guard Information Manual
CM	Contract Manager
CPM	Contract Performance Monitor
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DHS	Department of Homeland Security
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FLEP	FPS Law Enforcement Personnel
FPS	Federal Protective Service
FSS	Federal Supply Service, General Services Administration
HSAM	Homeland Security Acquisition Manual
HSAR	Homeland Security Acquisition Regulations
ICE	Immigration and Customs Enforcement
MAS	Multiple Award Schedule Public Buildings Service
SAS	Special Additional Services
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
SUPV	Supervisor
TAS	Temporary Additional Services
CBP	Customs & Border Protection
ATC	Advanced Training Center
BSO	Building Security Officer

1.2 General Information

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Request for Proposal Number HSCEE3-08-R-00001.
- B. As an integral component of the FPS security effort, 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 .The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.
- C. Where the Government identifies and references specific Solicitation/Contract Section numbers that reference refers to that Section in its entirety, including every subsection having the same number prefix. For example, a reference to the requirements of this

SOW under Section 6 includes all of Section 6 through the last subsection identified with a prefix of “6.”

1.3 Information Regarding FPS

- A. FPS is the security and law enforcement component of the Department of Homeland Security, Immigration and Customs Enforcement. FPS is responsible for protecting federally owned or leased facilities. FPS 's mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime or disorder.
- B. Contract security guards have a crucial and highly visible role in support of FPS's mission. They are usually the first (and sometimes only) contact visitors have with the Federal community, and they are usually the first line of defense in a federally controlled facility. Visitors and federal employees perceive the contract Security Guards to be an integral part of the FPS mission. It is crucial that the Contractor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.

2 Contract Transition

2.1 Phase –In

- 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 shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- C. The Contractor shall provide a transition plan within 5 working days after contract award. The transition plan shall include at a minimum all preliminary licensing and certifications required to initiate performance; process for transitioning predecessor employees; recruitment of new employees; and, timeline showing procurement of required equipment and uniforms. The Plan shall address:
  - 1. A strategy for implementing supervisory functions,
  - 2. The process for transitioning predecessor employees,
  - 3. Equipment inventory (radio & phone) and maintenance plan,
  - 4. Weapons Inventory and employee assignment
  - 5. Communication plan.
  - 6. Relief and break plan,
  - 7. A plan for establishing a reserve force and the current status of staffing levels,

8. A progress report on obtaining permits, licenses, and registrations,
9. A status report on submitting applications for personnel clearances,
10. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

D. The government will allow a maximum of 90-day start up from the time of the award of the base task order to the initial start of performance.

## 2.2 Phase-Out of Contract and Continuity of Services

- A. The contractor shall provide a list with the total number of employees and their names performing on the Contract with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to Contract expiration and after a follow-on contract is awarded, the Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.
- 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). These records shall be provided to the successor at least 45 days prior to date of Contract expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent Contractor should cooperate to grant the employees release at a mutually agreed date.
- C. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

## 2.3 Conferences and Meetings

- A. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the CO shall notify the Contractor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Plan.
- B. During the start up and performance of the task call, the COTR/ATR and the Contractor shall meet at least monthly to discuss all relevant contract issues. The COTR/ATR or Inspector will inspect 10% of the guard personnel records for completeness, certification validation & CERT data base correctness. The Contractor shall submit the written minutes of these meetings to the COTR/ATR. Should The Government not concur with the minutes, the Government shall state in writing to the Contractor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the Contract file. A mutual effort will be made to resolve all problems identified.

## 3 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws

- A. 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. The Contractor shall possess ALL licenses required to perform services in Harpers Ferry, West Virginia.
- B. 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 state or local jurisdiction in which the services are to be performed to:
  - 1. 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. 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 CO prior to the Contract start date and provide any revised licenses or permits during the Contract term.
  - 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this Contract.
  - 3. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.
- C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon request of the CO or COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.
- D. Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for default.
- E. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the Contract. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- 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 reimburse the employee for all costs and fees associated with obtaining the required license/permit.
- G. Armed security guards shall 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 security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.

- H. All armed guards shall carry permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty station with their weapons
- I. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this Contract.
- J. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default.

4 Qualifications of Personnel

4.1 General Qualifications

- A. The Contractor shall not employ illegal or undocumented aliens as guards for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.
- B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:
  - 1. Be a citizen of the United States of America. The COTR may approve Lawful Permanent Residents who are currently members of the U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.
  - 2. Have a Social Security Card issued and approved by the Social Security Administration.
  - 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.
  - 4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
  - 5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor and the Government, but under no circumstances shall the Contractor permit a guard who does not have good command of the English language to work under this Contract.
  - 6. Each Guard shall be in possession of a valid, unexpired license to operate a motor vehicle in his/her state of residence when he/she is hired. Failure to maintain a valid, unexpired license to operate a motor vehicle during his/her employment shall be grounds for termination from the Contract.

- And meet the following experience/education requirements:

Completed at least three (3) continuous years of active police officer experience within the past 5 years

Have made arrests, responded to calls for service and preformed Preliminary investigations.

These Officers, are described in the United States Department of Labor General Wage Determination as Police Officers I/Building Security Officers (BSOs) and, for purposes of this requirement, will be armed with a specified weapon in accordance with the specific agency and/or the post orders.

NOTE: Correctional officer training or experience does not qualify as law enforcement training or experience and will not be substituted for law enforcement training or experience.

The contract employee must have satisfactorily graduated from a municipal, county, state or federal police academy an accredited police officer training program meeting all the state, local and federal training requirements

- C. Prior to working under the Contract, every supervisor and guard must be eligible to possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
  1. Received a favorable preliminary adjudication from FPS;
  2. Passed the medical examination;
  3. Completed the required training;
  4. Passed the required examination(s);
  5. And meets all other qualification criteria to be an FPS Contract security guard.

## 5 Quality Control

### 5.1 Contractor-Provided Quality Control Plan

- A. The Contractor shall provide a detailed Quality Control Plan within 15 days of Contract award. The Contractor's Quality Control Plan shall include, but not be limited to, the following areas:
  1. Identification of the Quality Control Monitor(s) assigned and includes evidence of their qualifications.
  2. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor 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. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; 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 contract performance.

3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
  4. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Contractor for all inspections made during the entire Contract period. The Contractor shall make those reports available to the CO or COTR upon request.
- C. The Contractor shall brief the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
- D. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan may result in Contractual actions being taken by the Government.

5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are following the terms of the Contract. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).
- C. The Government may assess price deductions for each post hour where services are not rendered according to the provisions of this Contract.



6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

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

- A. The Contract, including the task order(s);
- B. The Post Orders;
- C. Security Guard Information Manual (SGIM)

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

6.2 Security Guard Post Assignment Record

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
- B. 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 Contract or task order. The Contractor may be financially liable for accepting or implementing changes by anyone 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 Contract or Task Order modification.

6.3 Typical Duties

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders and an Officer's Duty Book.
- B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple 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.
- C. Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.

- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security guards shall 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 security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

#### 6.3.1 Access/Egress Posts

- A. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security 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, retail spaces, and parking areas, and shall provide that information to any visitor upon request.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.
- C. Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- D. Security guards shall answer questions and provide directions to visitors and building tenants.
- E. Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.
- F. Security guards shall perform package inspections when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. Admittance shall be denied to those persons refusing to submit to a voluntary inspection. These inspections may be conducted using automated technology; by manual tactile techniques, such as touching and feeling, or by visual surveillance, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment. These inspections may be conducted

using automated technology; by manual tactile techniques, such as touching and feeling, or by visual surveillance.

- H. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

#### 6.3.2 Roving Posts

- A. Security guards shall conduct patrols in accordance with routes and schedules established in the Post Orders and shall observe, detect, report, and respond to all suspected or apparent security violations. Roving patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards shall adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

#### 6.3.3 Traffic Control

When required by the Post Orders, security guards will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. Security 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.

#### 6.3.4 Receipt, Use and Safeguarding of Keys

Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys and access control devices (i.e., “key cards,” lock combinations) that are issued for the guards’ use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All keys and access control devices are the property of the Government and are to be returned to the issuing agency at the termination of the Contract.

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Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard’s supervisor as soon as the security guard detects the loss or the problem.

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#### 6.3.5 Security and Fire Systems

- A. Security guards shall monitor and operate building fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control

systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.

- B. When an alarm sounds, the security guard shall immediately report and record the incident as required by the Post Orders.
- C. Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.
- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

#### 6.3.6 Utility Systems

- A. Security 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 Post Orders.
- B. During emergencies, security 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.

#### 6.3.7 Building Rules and Regulations (ONLY on GSA owned and controlled property)

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

#### 6.3.8 Physical Security, Law and Order

Security guards shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders. Security guards are responsible for detecting, delaying, detaining, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

#### 6.3.9 Hazardous Conditions

In accordance with procedures in the Post Orders, security guards shall immediately report all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits.

#### 6.3.10 Response to Injury or Illness

Security guards shall summon professional assistance in accordance with procedures in the Post Orders in the event of injury or illness to Government employees or others while in the building or on the grounds.

6.3.11 Additional Duties

Security guards shall turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, 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.

6.3.12 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the COTR / ATR . Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all Contract-related court appearances with the COTR. Contract-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties. Security 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 security 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 security guard may be required). Unless otherwise required by the COTR, Contract employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide qualified Contract security guards to fulfill post requirements affected by Contract employees testifying on behalf of the Government.

6.3.13 Civil Disturbances

Security guards shall 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.

#### 6.3.14 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 in coordination with the COTR, 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 Prime Tenant Agency, as applicable, of action taken, and shall immediately contact the FPS 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 completed 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 should return to their assigned posts and duties.

#### 6.3.15 Primary Security Responses

In some situations, security guards may be required to act independently as the primary security response until law enforcement assistance arrives.

#### 6.4 Contract Security Guard Duty Register

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS Form 139 (Record of Time of Arrival/Departure from Buildings). Security guards who patrol between buildings will sign in and out at each building visited as directed by the Post Orders. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards shall sign in and out at each post visited as directed by the Post Orders.
- B. Each successively lower line on the DHS Form139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the DHS Form139, the Contract employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS Form 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.
- D. The COTR shall retain all original DHS Form139s and shall provide copies upon request by the Contractor.

- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple 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. Reduction at Post -- In the event that posted guards are released due to weather closures or similar unforeseen occurrences, payment will be for the lesser of two hours or the post period balance, in addition to the services provided prior to the closure.

7 Key Personnel

- A. Under this contract, the Contract Manager , Supervisors and training officials are designated as “key personnel.” The Contractor shall submit a Key Personnel Resume clearly detailing the individual’s qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this Solicitation/Task Order.
- B. The CO must approve the proposed Key Personnel prior to his/her assignment under this Contract. The Contractor shall not replace any of the Key Personnel without submitted a key Personnel Resume to the COTR for concurrence and CO for her/his approval. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

7.1 Contract Manager (CM)

- A. The CM will be provided government office space located within the CBP, Advanced Training Center, 440 Koonce Road, Harpers Ferry, WV 25425. The space will have sufficient furniture and file cabinets to hold guard certification folders

The Contract Manager (CM) 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.

- B. The CM must have either completed a four year course of study leading to a bachelor’s degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual’s capacity to effectively manage a security guard Contract/task order of the size and scope described in this SOW.
- C. The CM shall have complete authority to act for the Contractor during the term of the Task Order. The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS. The CM shall have the authority to accept notices of deductions, inspection reports, and all

correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements.

- D. 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.
- E. The Contractor shall provide to the CO and COTR 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 Contract.
- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

7.2 Supervisor

- A. 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). 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 and COTR. The terms "Area Supervisor," "Shift 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 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 Contract.
- C. The Contractor shall provide the level of supervision sufficient to meet the Contract requirements as shown on Exhibit 1.
- D. All Supervisors shall be required to sign in on a DHS Form 139 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 shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.
- E. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.
- F. This Contract requires around-the-clock supervisory coverage. The Contractor shall provide on-site supervisors. The Contractor's supervisory guard shall not simultaneously perform the duties of supervisor and productive guard. The supervisory guards shall not provide required relief breaks to productive guards at any time.



8 Work Scheduling Procedures

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

9 Contract Guard Labor Category

Only DOL category Police I, Building Security Officer, (BSO) security guards may be utilized to perform services under this Contract. All category Police I, BSO security guards must be firearms qualified. NOTE : Special qualification – 4.1B-6

10 Contract Effort Required

10.1 Contract Effort Required – Productive Hours

The minimum productive hours required by the Government will be specified on each task order issued.

10.2 Contract Effort Required – Supervisory Hours

- A. Specific hours of supervision will be required under this Contract as shown on Exhibit 1.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security 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.

10.3 Contract Effort Required – Reserve Security Guard Force

- 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 (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time.
- C. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

11 Training

11.1 General

- A. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- B. The Training Syllabus is located in the Exhibits. The Contractor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, and weapons qualifications.
- D. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the Government after award.
- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions 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.

11.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. Training certifications are required for individual Contract employees. The Contractor shall maintain copies of all training certification in its personnel files and provide copies to the CO or COTR immediately upon request [or as directed](#).

### 11.2.1 Security Guards

- A. All productive and supervisory security guards working under this Contract must take the required training as outlined in the exhibits. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM shall be provided to Contractor's employees on the first day of their basic training course.
- B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the Contract term. One-time only courses are (1) basic training; (2) FPS "orientation" training; (3) current FPS Basic Firearms Training; and, (4) the written exam. However, additional training may be required on Magnetometer/x-ray if or when the equipment or technology is changed. The training certifications, excluding FPS orientation, 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.
- C. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date.

### 11.2.2 Supervisors

- A. All uniformed supervisors working under this Contract must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor-provided Supervisory Training Manual. Following completion of basic training, the supervisors will be required to take and pass the basic written examination.
- B. Supervisors shall not be permitted to work under this Contract without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the Contractor Supervisory Training.

### 11.3 Written Examination

Note: Incumbent guards will be required to take and pass the FPS Written Examination prior to the start of the contract.

- A. Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Contractor must schedule with FPS the Government-administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. 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, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to

pass the written examination. If the Contract employee fails after the second attempt, s/he 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, s/he 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. After the one (1) year suspension period has expired, the guard is considered a new hire.

C. No waivers shall be granted regarding the testing policies and procedures.

11.4 Weapons Training and Qualification – 40 caliber semi-automatic

Note: Incumbent guards will be required to be Firearms Qualified prior to the start of the contract.

- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing range.
- B. The Contract employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.
- C. For firearms training/qualification, all FPS security guards are required to wear a duty uniform to include footwear, issued gun belt, holster and keepers.
- D. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Contractor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.
- E. Each firearms qualification “session” consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. (See Exhibit 4E). If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee’s file with any and all remedial training given to enable the employee to pass the firearms 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 course.

- F. Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.
- G. If the weapon platform required under this Contract is different from the guard's previous qualification, the Contractor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition-training plan, if applicable.
- H. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current ICE targets only. The Contractor shall furnish an adequate supply of targets for weapons qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Contractor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

11.4.1 Annual Firearms - Re-Qualification – 40 Caliber Semi Automatics

- A. The Contractor shall ensure that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course annually. Any guard attempting annual re-qualification who fails to re-qualify is no longer certified to carry a weapon and shall not be permitted to work on an armed post. Refresher training for intermediate weapons will also be conducted. The costs of such preparations should be factored into the offering prices, as it will not be itemized or paid for separately by the Government.
- B. 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.
- C. FPS Law Enforcement personnel or trained representative will witness firearms qualifications for Contract employees. Firearms qualifications that are not witnessed by FPS will not be deemed acceptable for the purposes of this Contract.
- D. The Contractor shall provide the necessary weapons and ammunition for training and qualifications. If an FPS Training Center is used to conduct range 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. All Contractor-provided weapons used for qualifications of Contract employees will be made available for inspection and approval by an FPS representative prior to use on any Government firing range. Contract employees must adhere to the rules and regulations of the firing range. . The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.
- E. [Other weapons. Delete if not used.]

11.5 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited elsewhere in the Statement of Work, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed security 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 security guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

11.6 FPS-Specific Training

- A. All Contract employees must receive FPS-specific training. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the Contract and prior to the Contract start date. (See Exhibit 4C).
- B. Security 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 COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

11.7 CBP-Provided Magnetometer/X-Ray Training

All Contract employees shall receive up to four (4) hours of Government-provided training on the use and handling of magnetometers and/or x-rays. Upon completion of this training, the CBP Training Representative will issue each Contract employee a certificate of training completion.

11.8 CPR/AED/First Aid Training

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract.
- B. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for one year. Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on "dummies") on resuscitation techniques and be conducted in accordance with American Red Cross (ARC) standards by ARC certified instructors.
- C. First Aid training and certification shall be valid for a period of three years. Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.

D. A post is considered “open” if manned by unqualified contract employees.

11.9 Other Special Training

- A. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons, expandable baton & OC spray. OC & Baton instructors must be certified.
- B. 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 when the requirement arises. The Contractor will be required to schedule the training, to compensate all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress.

11.10 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection at no cost to the Government.

11.11 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Government training can only be scheduled after Contract award.

11.12 Government Provided Training - Failure to Attend

- A. The Contractor shall ensure that the employees attend all scheduled training and examination/qualification sessions. The term ‘absence’ includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused. The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training and will forward this list to the CO.

11.13 Training Waivers

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

B. The training and testing requirements shall not be permanently waived.

12 Medical and Physical Qualifications

12.1 General

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (ADA)-(42 USC 12101-12213) and the Rehabilitation Act of 1973 (29 USC 790-794).

12.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78. (Ref. Exhibit 6A).
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. The Contractor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the Contract. No guard shall be permitted to work under the Contract until the certificate and medical documentation has been reviewed and approved for compliance with the Contract by the COTR.



D. All Contract employees must meet the following medical standards:

1. Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision.
2. Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. Use of a hearing aid is authorized.
3. Speech: Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
4. Cardiovascular System: Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. Chest and Respiratory System: Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. Gastrointestinal System: Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. Genitourinary System: Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. Endocrine and Metabolic Systems: Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. Musculoskeletal System: Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. Hematology System: Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.

11. Neurological Systems: Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
12. Psychiatric Disorders: Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. Dermatology: Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. Medication: The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. Organ transplantation and prosthetic devices: Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

### 12.3 Physical Demands

- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
  - a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
  - b. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
  - c. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
  - d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and

dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

- e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
- f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
- g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
- h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

- B. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO'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.

12.4 Initial and Recurring Screening for Illegal Drugs

- 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):

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

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this contract over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. 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](http://www.health.org/GDLNS-94.htm) or at: <http://wmcare.samhsa.gov>.<sup>1</sup> The Contractor is strongly urged to use one of the laboratories listed on SAMHSA's "Current List of

<sup>1</sup> 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.

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](http://www.health.org/labs/index.htm) or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA’s current list, the Contractor must verify whether the laboratory’s methodology conforms to SAMHSA’s guidelines prior to utilizing that laboratory to perform drug screenings.

- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract may be modified to permit the use of those methods.
- E. 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.
- F. 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 offering prices.

12.5 Government Requested Screening

- A. The CO or COTR 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 CO will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 12.4 above.
- B. Contract employees who undergo 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 are negative, the Government shall bear the expense of the screening. This does not apply to the pre-employment urine drug screening. 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 COTR 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.
- C. 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, the affected

Contract employee shall not be authorized to take additional tests to achieve an acceptable reading.

13 Conduct of Contractor Personnel

- A. In accordance with the SGIM, 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 COTR may recommend to the CO that the Contractor immediately remove any employee from any or all locations where the contractor has contracts with the FPS if the employee is not maintaining satisfactory performance in accordance with the Contract or the SGIM. Additionally, the employee may be removed if he/she has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. 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.
- C. Notification of Arrest: Guards working under this contract shall notify his contractor within 12 hours of their arrest. The contractor will notify the COTR within 12 hours of the guard's notification. Failure of the guard to do so may result in a request of removal from this contract.

14 Contract Employee Reinstatements

- A. When the Government takes action that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. 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. While the appeal is being considered, the employee shall not work under this Contract.

15 Government and Contractor Furnished Property

15.1 General Information

- A. The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this Contract.

- B. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

15.1.1 Use of Government Property

- A. Government property shall be used for official Government business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.
- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

15.1.2 Accountability of Government Property

- A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion 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. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.
- 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 Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- C. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses. The Contractor shall identify loss or damage to Government-furnished property to the COTR 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 monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

15.1.3 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 Contract 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 his/her 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 legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

## 15.2 Contractor Furnished Property

### 15.2.1 General Information

- A. 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). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.
- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

### 15.2.2 Equipment

The Contractor may be required to furnish some or all of the types of equipment described herein.

- A. Communications equipment. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the contractor. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- B. Vehicles. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- C. Firearms, ammunition, and less-than-lethal weapons. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
  - 1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and

maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.

2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.).
3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
4. The amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, additional ammunition provided shall be stored, and secured on-site by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.
5. The Contract employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber, prior to the security guard's tour of duty.
6. The Contractor shall provide a list of serial numbers of firearms that will be present on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.
7. In the event that a firearm is discharged, lost or stolen, the Contractor shall immediately notify the COTR with the particulars known regarding the incident. The Contractor shall follow-up the verbal notification with a written report within 24 hours of the incident including the date and time of the incident and all know information. The Contractor shall also immediately notify the Jefferson County Sheriff's Office (or the local law enforcement having jurisdiction on the site) of the incident.

Note: All contractor weapons will be stored at the contract work site. The government will provide storage container and clearing barrel.

#### 15.2.3 Uniforms

- A. As specified in Exhibit 2C, the Contractor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the contract price.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and CBP law enforcement personnel.

The Contractor's corporate/business identification, logos, emblems, badges, etc. shall not be worn on the uniform.

All security 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.



C. Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

#### 15.2.4 Supplementary Equipment

The Contractor will be required to furnish some or all of the types of supplementary equipment. Security guards shall not possess any unauthorized supplemental or personal equipment (e.g., equipment not issued by the Contractor or required by the Contracts). Security guards who are found to possess any unauthorized equipment while on post may be removed from the contract.

#### 16 Regulations, Handbooks, and Other Applicable Documents

- A. FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below. Supplementary regulations, which are provided to the Contractor by the CO or his/her authorized representative shall also be in effect and will be incorporated by Contract modification.
- B. An Officer's Duty Book shall be furnished by the COTR and maintained by the Contractor at each post and shall contain complete duty instructions.
- C. A separate loose-leaf binder shall be furnished and maintained by the contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post.
- D. Officer's Duty Book, Post Orders, and any supplemental memoranda, directives, or other information is considered Sensitive But Unclassified/Law Enforcement Sensitive information. The Contractor and its employees are restricted from disclosing this or any other operational information to individuals outside of the FPS/Contractor community. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.
- E. (NOT REQUIRED) Conduct on Federal Property (FMR 41 CFR 102-74) placards are posted in buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.
- F. Security Guard Information Manual (SGIM) handbook contains the information all security guards and supervisors must read and be familiar with prior to assuming duties under this Contract. The COTR shall give the Contractor one (1) electronic copy of this manual at the pre-performance meeting held shortly after Contract award. The Contractor shall provide to each uniformed Contract employee a legible, securely bound copy of the SGIM upon beginning the basic training course.

17 Security Guard Certification /Security Requirements

17.1 General

- A. All personnel performing on this Contract must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after Contract award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (See Section 12 of the SOW).
  2. Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months 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.
  3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;<sup>2</sup> this does not include the FPS Written Exam.
  4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an FPS certification card:
    - a. Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in the SOW and that all pertinent documents are on file at the Contractor's facility. (See Exhibit 6).
    - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
    - c. Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.

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

- d. Lautenberg Amendment Statement. Armed guards must submit a signed and dated “Domestic Violence” certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). This certification is valid for one (1) year. The Contractor shall maintain a file of its guards’ certifications and provide the COTR a signed statement certifying compliance with this requirement. If at any time a guard has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the guard from work under the contract that may require use of a firearm. The Contractor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.
- C. The certification card shall be worn on the outermost garment of the guard's uniform.
- D. As determined by the COTR, 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/AED/First Aid card and a valid firearms permit.
- E. The Contractor must return employees’ certification card to FPS within five (5) workdays upon 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 an FPS certification card does not waive any other contract requirement.
- F. Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee’s certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/AED/First Aid certification). (See Exhibit 6)
- G. The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

17.2 Security Management

- A. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.
- B. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the COTR determine that the Contractor is not complying with the security requirements of this Contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

17.3 FPS Suitability Determination / Entry on Duty Decision

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD

decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

#### 17.4 Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:
1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
  2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy);
  3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy);
  4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy);

5. Foreign National Relatives or Associates Statement (plus one copy);
  6. Lautenberg Amendment Statement (plus one copy);
  7. Contractor Information Worksheet.
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing)".
1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- G. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract.

This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
  2. Possessing a record of arrests for continuing offenses;
  3. Falsification of information entered on suitability background investigation forms.
- H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
  2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- I - For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.
3. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1, DHS-MD 11055. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
- 4- Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- I. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems

appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

18 Security Clearance Requirements

18.1 CBP Background Investigations

After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by CBP. All Contract employees shall receive formal suitability adjudication by CBP, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.

Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Government (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the Government's hiring criteria), the Contractor shall submit to the COTR/ATR the following Government furnished forms for each Contract employee:

1. Three (3) completed original Forms FD-258, "Fingerprint Chart;"
2. Standard Form 85P, "Questionnaire for Public Trust Positions" (original plus one copy);
3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (original plus one copy);
4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (one original);
5. DHS ADP Clearance Application Request (one original);
6. Criminal History Form (original plus one copy);
7. Declaration of Federal Employment (original plus one copy);
8. Customs Form 257, Financial Statement (original plus one copy);
9. Foreign National Relatives or Associates Statement (plus one copy);
10. Lautenberg Amendment Statement (plus one copy);
11. Drug Questionnaire (plus one copy);
12. Alcohol Questionnaire (plus one copy).

### 13. Contractor Information Worksheet.

Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.

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

All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance. All individuals selected for employment with CBP require a minimum of a Background Investigation (BI).

A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).

If the Government finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:

Conviction of a felony, a crime of violence, or a serious misdemeanor;

Possessing a record of arrests for continuing offenses;

Falsification of information entered on suitability background investigation forms.

Once a favorable adjudication has been made by the Government, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year



period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR/ATR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to the Government at least 30 days prior to the current suitability expiration date.

Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.

Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by the Government to meet the investigation requirements of the position if it was conducted within the past five years.

For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.

Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.

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 clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

#### Other Background Investigation

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

this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.

- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at [www.dss.mil](http://www.dss.mil) or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at [www.dss.mil](http://www.dss.mil); for DOE clearances at [www.doe.gov](http://www.doe.gov); and for NRC at [www.nrc.gov](http://www.nrc.gov). Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Exhibit 6C, Security Clearance Requirements).
- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.
- E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- F. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.

- a. Standard Form 85P, “Questionnaire for Public Trust Positions”
- b. Standard Form 85P-S, “Supplemental Questionnaire for Selected Positions”
- c. Lautenberg Amendment Statement (plus one copy)
- d. FD Form 258, “Fingerprint Card” (2 copies)
- e. Foreign National Relative or Associates Statements
- f. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”
- g. Contractor Information Worksheet

Required forms will be provided by DHS/ FPS at the time of award of the contract. Only complete packages will be accepted by the DHS/ FPS Contract Suitability Adjudication Program Office. Specific instructions on submission of packages will be provided upon award of the contract. Standard Form 85P, “Questionnaire for Public Trust Positions” Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing). (For the Electronic Submission process refer to Chap. 17.4C.1).

- G. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contract employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.
- H. The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.
- I. Unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

18.2 Access To Classified Information (Contractor)

- A. The DHS has determined that the performance of this Contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.
- B. See Exhibit 6C, Security Clearance Requirements, for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or

Supervisor, assigned to this Contract are required to possess up to a TOP SECRET security clearance.

- C. If access to classified information is required as identified in Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035 (Industrial Security Program), and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.
- 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. Interim Personnel Clearance Level – Applicants for SECRET may be routinely granted a interim personnel clearance level as appropriate, provided there is not evidence of adverse information of material significance. The interim status will cease if results are favorable following completion of full investigation requirements. Non-U.S. citizens are not eligible for access to classified information on an interim basis.
- F. If access to classified information is required as identified in Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the DHS MD 11035, Industrial Security Program prior to Contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the Contract for the convenience of the Government.

### 18.3 Continued Eligibility

- A. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Contract.
- B. The Security Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this Contract.

- D. The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.
- E. The Contractor must notify the Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, and the tenant agency provided 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. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

19 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contractor Manager's office and will be made available to the COTR on a continuous basis. Each guard's file must contain the following information:
  - 1. Application for employment, including SF85P, FD 258, resume or detailed prior work history and references;
  - 2. Results of all criminal history checks obtained by the Contractor;
  - 3. U.S. Citizenship and Immigration Services Form I-9 Employment Eligibility Verification (OMB No. 1115-0136);
  - 4. A copy of DHS 11000-6 Non-Disclosure Agreement,
  - 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
  - 6. Records of all basic and refresher training attendance and, where required, test scores;
  - 7. Records of current firearms training and qualification scores, where required by the Contract;
  - 8. Records of all successfully completed Government-provided training;
  - 9. A copy of most recent CPR, First Aid, and AED certification card;
  - 10. Results of all drug screenings administered (both pre- and post- employment);

11. A copy of the DHS certification card as required by the COTR;
  12. A copy of all firearm licenses and certifications required by state and local regulations;
  13. Records of guard's suitability information (including date current suitability expires);
  14. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
  15. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
  16. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
  17. To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluation (SF-78) may be filed separately by the Contractor.
- B. The CO or COTR shall have the express 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).
- C. The CO or COTR 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) that clearly details the status of all Contract employees pertaining to Contract requirements.
- D. 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.
- E. 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 investigations 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.

20 Performance Evaluations

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis, but not less than annually.
- B. The Government shall formally evaluate, in writing, the Contractor's performance at least once per year. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given. 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. The CO and/or COTR shall meet with the Contractor 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.

- C. 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.

21 Personal Appearance and Grooming Standards

Security Officers shall be in uniform and maintain a neat, clean, and business-like appearance and comply with dress standards while on duty. Failure to meet the requirements of appearance and wearing of the uniform as noted herein is considered as being "out of uniform". Security guards who are out of uniform are not meeting the requirements of this CONTRACT and are not qualified to meet post requirements. The COTR/ATR may consider a post as being unfilled if occupied by a security guard who is out of uniform.

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

All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.

Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.

Security guards shall not wear jewelry such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.

Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a Contractor employee display, or cause to be displayed, any Contractor insignia or logo while on duty without written approval of the COTR/ATR.

Shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.

Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.

Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.

If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.

The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR/ATR if prescribed by a board-certified dermatologist for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 60 days.

Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.

Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.

For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.

Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.

Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.



DELIVERABLES

In addition to other deliverables called for herein, the following specifies certain recurring deliverables:

These requirements exist at the time of the RFQ; the COTR/ATR and/or CO shall notify the Contractor during the term of the CONTRACT of any changes in these requirements.

Note: Deliverables are Not Separately Priced (NSP) – all costs associated with providing these items shall be included in the total price offered in response to the solicitation.

Document	Submitter	Receiver	Due Date	Marking	Format
Key Personnel Resumes	Contractor	COTR/ATR	Within 15 calendar days after Award and then as necessary if/when key personnel is replaced	Copy	Exhibit 6B
Transition Plan	Contractor	COTR/ATR	Within 5 working days after Award	Copy	Contractor Format
Training Plan w/ proposed Training Schedule (should include location, schedules, trainers, weapons, etc.)	Contractor	COTR/ATR	Within 10 calendar days after Award	Copy	Contractor Format
Training Certificates	Contractor	COTR/ATR	When requested by the COTR/ATR / Inspector	Copy	Contractor Format
Guard Work Schedule	Contractor	COTR/ATR	When requested by COTR/ATR	Copy	Contractor Format
Meeting Minutes	Contractor	CO	Within 10 calendar days after meeting	Copy	Contractor Format
DHS Form 139 Record of Time of Arrival and Departure	Contractor	COTR/ATR and/or CO	As required by the CONTRACT and directed by	Copy	DHS Form 139

Document	Submitter	Receiver	Due Date	Marking	Format
			COTR/ATR		
GSA Form 3430 Building Service Contract Work Report	Contractor	COTR/ATR	When required by the COTR/ATR	Original to COTR/ATR	GSA Form 3430
GSA Form 3155 Preliminary Investigation Report	COTR/ATR	Contractor	As required and within 72 hours	Original to COTR/ATR, copy to CO and Contractor	GSA Form 3155
Quality Control Plan	Contractor	COTR/ATR	Within 15 calendar days after Award	Copy	Contractor Format
GFP Inventory List	Contractor	COTR/ATR	Monthly or as directed by the COTR/ATR	Copy	Contractor Format
Contractor Furnished Equipment/Property Inventory List Firearms and Communication devices	Contractor	COTR/ATR	Monthly or as directed by the COTR/ATR	Copy	Contractor Format
Lautenberg Amendment Statement	Contractor	COTR/ATR	Prior to start of performance and annually thereafter	Copy	Contract Format
Licenses and Permits	Contractor	CO	Prior to start of performance and upon renewal thereafter	Copy	Contract Format
Inspection Report	Contractor	COTR/ATR	I/A/W Contractor QC plan and upon COTR/ATR request	Copy	Contract Format
Accounts Receivable Report	Contractor	CO	Monthly	Copy	Contract Format
GSA Form 1103 Security Officer Operations Log	Contractor	COTR/ATR	As required by the CONTRACT	Copy	DHS Format

Document	Submitter	Receiver	Due Date	Marking	Format
Deduction Notice pursuant to BFC Invoice Consolidation Initiative Guidelines	CO	Contractor	As required and within 48 hours	Original	E-mail
CERTS Spreadsheet	Contractor	COTR/ATR	Monthly	Copy	FPS Format via E-mail
GSA Form 1051 Weapon Control record	Contractor	COTR/ATR	As required by the CONTRACT and upon COTR/ATR request	Copy	CONTRACT Format

## LIST OF EXHIBITS

EXHIBIT	REF.	TITLE
1		Productive Requirements Including Post Hours and Location
1A		List of required administrative forms to be used by the Contractor including time and attendance, property accountability, Lautenberg Amendment form, duty log, etc.
2A	10.2-1	Contractor Furnished Communication Equipment Requirements
2B	10.2-1	Contractor Furnished Vehicle Requirements
2C	10.2-1	Contractor Furnished Uniform Requirements
2D	10.2-1	Contractor Furnished Supplementary Equipment Requirements
2E		Contractor Furnished Weapons and Ammunition
3A	10.1-1	Government Furnished Communication Equipment Requirements
3B	10.1-1	Government Furnished Vehicle Requirements
3C	10.1-1	Government Furnished Uniform Requirements
3D	10.1-1	Government Furnished Supplementary Equipment Requirements
3E		Government Furnished Weapons and Ammunition
4		Contractor's Training Schedule and Plan
4A		Basic Training Subjects to be Presented by the Contractor
4B		Supervisory Training Subjects to be Presented by the Contractor
4C		Training Subjects to be Presented by the Government
4D		Contractor Provided Refresher Training
4E		Contractor Provided Basic Weapons Training and Qualifications
4F		Contractor Provided Annual Refresher Weapons Training and Qualifications
5A		Contractor's Certification of Basic Training
5B		Contractor's Certification of Supervisory Training
5C		Contractor's Certification of Government Provided Training
5D		Contractor's Certification of Refresher Training
5E		Contractor's Certification of Basic Weapons Training
5F		Contractor's Certification of Annual Weapons Refresher Training
6		Contractor's Certification of Contract Employee Eligibility Requirements
6A		Standard Form (SF) 78, Certificate of Medical Examination
6B		Key Personnel Resume
6C		Security Suitability Requirements
7		<a href="#">Federal Management Regulations Sucontractr C, Conduct on Federal Property (41 CFR 102-74)</a>

EXHIBIT 1

PRODUCTIVE REQUIREMENTS (BUILDING SECURITY OFFICERS) INCLUDING POST  
HOURS AND LOCATION (NEXT PAGE)

**PART III, SECTION J, EXHIBIT 1**  
**HSCEE3-09-D-00001**

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EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card
GSA 3155	Offence/Incident Report
SF-78	Certificate of Medical Examination
DHS form 139	Security Guard Sign in and out
Form 1103	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record

EXHIBIT 2A

CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

1. Facilities: Exhibit 1.
2. Equipment: The Contractor shall provide as a minimum Two (2) communication devices. This device must be capable of communicating with the COTR/ATR, local rescue and law enforcement as well as the contractor’s supervisory officials. (Site supervisor and CM) The contractor will advise the government of the equipment to be used and issuances in the start up transition paperwork.

Note: Government telephones (hard line) should not be considered as part of the contractor communications plan.

The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

Type of Equipment	QTY
Contractor provided (CM and Shift Supv)	1 ea

3. Licenses and Frequencies: The Contractor shall apply for an FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the Contracting Officer or COTR/ATR will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.
4. Normal, Emergency and Continuous Communications: All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard, FPS law enforcement personnel, Contractor supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the WV for the purpose of having the capability for two-way communications between the Contractor and the Contractor's supervisory and security guard personnel who are assigned to this CONTRACT.
5. The Contractor will provide a listing of radio(s) and associated equipment to be used on this CONTRACT to the COTR/ATR.



EXHIBIT 2B

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

1. Facility: N/A
2. Equipment: The Government shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the U.S. Customs and Border Protection, Advanced Training Center, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the CONTRACT, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicles shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks.
3. Vehicle Requirements:

Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
No Vehicles Required			

EXHIBIT 2C  
CONTRACTOR FURNISHED UNIFORM ITEMS

1. Facility: Exhibit 1
2. Uniforms: The Contractor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the contract.
3. Uniform Requirements:

Uniform Components	Description / Color	QTY
Shirt, long sleeve (L/S)	Security / ATC Gov Issued shoulder patch	3
Shirt, short sleeve (S/S)	Security / ATC Gov Issued shoulder patch	3
Trouser, all season weight		2
Shirt, Tactical Cotton Canvas ( 5.11 ), L/S	Khaki color	2
Shirt, Tactical Cotton Canvas (5.11), S/S	Khaki color	2
Trouser, Tactical Cotton Canvas (5.11)	Khaki color	2
Necktie (clip on / break away)		2
Jacket, winter, patrol type (Reefer style)	¾ or ½ length	1
Cap - 8 point style	Frame style cap	1
Gloves, winter (pair)	Black	1
Pistol belt without shoulder strap		1
Level II firearm retention holster - armed security guards/supervisors only (may change based on weapons spec selected)	Slide on belt type with hammer safety strap, left/right, as required.	1
Ammunition Mag.		3
Ammunition Mag. holder		2
Duty Belt "Keepers"		4
Expandable Baton with carrier	21 to 24 "	1ea
Handcuffs (pair) and keys	Meet NIJ 0307.1 standards	1
Handcuff case		1
Key strap with flap (if needed)		1
Whistle, with chain attachment	Metal	1
Metal frame cap ornament	White (non-supervisory) Gold (supervisory)	

EXHIBIT 2C (CONT.)  
**CONTRACTOR FURNISHED UNIFORM ITEMS**

Nameplate	9/16 wide X 2 7/16" Long (First initial and last name)	2
OC Spray canister with carrier		1ea
Rain Coat	Lime Green / 48 "	1
Rain Cap		1
Boots	8" – Black Plain Toe	1
Micro shield – CPR with belt holder		1

EXHIBIT 2D

CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility: Exhibit 1
2. Supplementary Equipment: The Contractor shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the CONTRACT. The Contractor shall maintain all equipment in a ready and usable condition.
3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Flashlight / with Holder		1 per guard
Body Armor	Threat Level IIIA	1 per guard
Weapon cleaning materials		As required
Traffic control equipment Vest, gloves, illuminated wands		As required

EXHIBIT 2E

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

Contract Guard Firearm Specifications Caliber .40 S&W

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is .40 S&W and not any larger. The magazine shall hold a minimum of 10 rounds and not more than 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

The following pistols are recommended:

Smith & Wesson M&P .40 Cal.

Glock 22 & 23 .40 Cal.

SIGARMS Sigpro .40 Cal.; P226 and P229

Steyr M Series .40 Cal.

Springfield Armory XD in .40 Cal.

H&K USP (Variant 7 DAO) .40 Cal.

Ammunition type authorized: 155-180 grain Jacketed Hollow Point.

Recommended Brands: Federal, Speer, Winchester, Remington

Exhibit 3A

GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT REQUIREMENTS

1. Facilities: \_CBP / ATC.
2. Equipment: The Government (CBP/ATC) shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

Type of Equipment	QTY
Walkie Talkies	As required

3. The Contractor will provide a listing of radio(s) and associated equipment received from the Government for use on this CONTRACT to the COTR/ATR.
4. The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR/ATR.

EXHIBIT 3B

GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS

1. Facility:    \_CBP / ATC\_\_.
  
2. Equipment: The Government shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The Government shall provide supplemental vehicle equipment and all associated maintenance. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR/ATR.
  
3. Vehicle Requirements:

Vehicle Type	Hours to be Used	Days Per Week	Tour Restrictions
All Terrain Vehicle (ATV)	Based on post orders	7	ATV certification
2 WD Sedan	Based on post orders	7	State drivers Lic required
Golf Cart	Based on post orders	7	State Drivers Lic.
4 WD Truck	Based on Post orders	7	State Drivers Lic. required

EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

1. Facility:    \_CBP / ATC\_\_\_\_\_.
2. Uniforms: The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the CONTRACT. Government furnished uniform items are to be worn/used only while on duty during the performance of this CONTRACT.

Note: Sewing on of the issued patches will be done at Contractor expense.

3. Uniform Items:

Uniform Components	Description / Color	QTY
Security / ATC Breast Shields	Metal	1
Security / ATC Shoulder Patches	Cloth (Issued for ea shirt / jacket)	
Security / ATC Baseball Cap	Cloth	1
Helmet	Worn when driving ATV	
Security / ATC Hat Shield	Metal	1



EXHIBIT 3D

GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility:    \_\_CBP / ATC\_\_.
  
2. Supplementary Equipment: The Government shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the CONTRACT. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR/ATR.
  
3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Weapons Storage Cabinets		As required
Weapons Clearing Barrel		As required
Clip Boards		As required
Pens, Pencils and templates		As required
Notebooks		As required

EXHIBIT 3E

GOVERNMENT FURNISHED FIREARMS AND AMMUNITION

The Government will not furnish either firearms or ammunition. The Contractor is solely responsible for furnishing firearms and ammunition to its security guards.

EXHIBIT 4

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 4A

BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

The Contractor shall provide a minimum of 64 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught.

The Instructor is required 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.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 64 hours of training.

THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE SGIM. FAILURE BY THE INSTRUCTOR TO USE THE SGIM 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 SGIM AS A CORE COMPONENT OF THE TRAINING.

## EXHIBIT 4A (CONTINUED)

64 Hours

Subject	Hours
Overview of the DHS and the FPS (Ch.1, SGIM)	1
Overview of the Roles & Responsibilities of a Contract Security Guard (Ch. 2, SGIM)	1
Ethics and Professionalism Part I: Overview (Ch. 2, SGIM)	1
Ethics and Professionalism Part II: Interactive Training (Ch. 2, SGIM)	1
Principles of Communications Part I: Overview (Ch. 2, SGIM)	1
Principles of Communications Part II: Interactive Training (Ch. 2, SGIM)	1
Professional Public Relations Part I: Overview (Ch. 2, SGIM)	1
Professional Public Relations Part II: Interactive Training	1
Understanding Human Behavior, Part I: Overview (Ch. 2 and 9, SGIM)	1
Understanding Human Behavior, Part II: Interactive Training	1
The Law, Legal Authorities, Jurisdiction and Responsibilities (Ch. 3, SGIM)	2
Crimes and Offenses (Ch. 3, SGIM)	1
Search and Seizure (Ch. 3, SGIM)	1
Authority to Detain (Ch. 3, SGIM)	1
Use of Force (Ch. 3 and Appendix 4, SGIM)	1
Crime Scene Protection (Ch. 3, SGIM)	2
Rules of Evidence (Ch. 3, SGIM)	1
Security Guard Administration (Ch. 4, SGIM)	1
Post Duties (Ch. 4, SGIM)	2
Patrol Methods And Patrol Hazards (Ch. 4, SGIM)	2
General Response Procedures (Ch. 4, SGIM)	2
Access Control (Ch. 5, SGIM)	4
Crime Detection, Assessment And Response (Ch. 6, CGIM)	2
Safety and Fire Prevention (Ch. 7, SGIM)	1
Records, Reports, & Forms (Ch. 8, SGIM)	3
Special Situations (Ch. 9, SGIM)	2
Code Adam (Ch. 4, SGIM)	1
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (Ch. 11 and 14, SGIM)	4
Workplace Violence (Ch. 12, SGIM)	2
Civil Disturbances (Ch. 13, SGIM)	3
Bomb Threats and Incidents (Ch. 14, SGIM)	2
Hostage Situations (Ch. 15, SGIM)	2
Sabotage and Espionage (Ch. 16, SGIM)	2
Defensive Tactics	4
Use of Handcuffs	4
Review & Examination	2

EXHIBIT 4B

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

The Contractor shall provide a minimum 9 hours of supervisory training to any security guard prior to performing supervisory functions. 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 9 hours of training.

9 Hours

Subject	Hours	Scope
Supervisor's Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a security guard supervisor, including, that all duty posts are to be manned at all times as required by the CONTRACT; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS CONTRACT Requirements	1	Instructor(s) will review basic FPS CONTRACT requirements and standards of performance for Contractors, Contractor employees, and the relationship of employees with FPS.
Methods and Theories of Supervision	1	Instructor(s) will discuss various supervision 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.
Purpose of Discipline	1	Instructor(s) will discuss the purpose of discipline and the use of praise and criticism to encourage and motivate employees.

Subject	Hours	Scope
		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 oral communication encountered in both written and oral communication, formal and informal, between supervisors and subordinates and methods to improve both.
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 4C

TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT

The Contractor must coordinate with the COTR/ATR to provide 16 hours of Government provided basic training to all students who have not had basic training. 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 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 and may be excluded from the required training.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 16 hours of training.

16 Hours

Subject	Hours	Scope
NVR Camera Trng	4	CBP / ATC Provided
All Terrain Vehicle Certification (ATV)	4	Course covers, safety, ATV operations and certification. (CBP/ATC provided)
Bomb Threats and Natural Disaster Responses (Incident Command)	1	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.
Report Writing, Notes and Required FPS / CBP Forms	1	<p>Develop an understanding of the types, and Required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ul style="list-style-type: none"> <li>a. Preliminary Investigation;</li> <li>b. Crime Analysis;</li> <li>c. GSA Form 1039, Record of Property Found;</li> <li>d. GSA Form 252, Found Property Tag;</li> <li>e. GSA Form 1789, Register of Visitors;</li> </ul>



Subject	Hours	Scope
		f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; i. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the CONTRACT duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC).
Role of Local, State and Federal Police Agencies	1	The security guards will be instructed in their relationship to other law enforcement agencies. For the purpose of this training, 50 minutes will be considered as one hour of instruction.
X-Ray and Magnetometer Training  CBP/ATC provided	4	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4D

CONTRACTOR PROVIDED REFRESHER TRAINING

TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS

THE INSTRUCTOR SHALL USE THE SGIM AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

The Contractor shall provide a minimum of 40 hours of refresher training to all students who have not had basic training or refresher training within three years. 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.

The Instructor shall 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.

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.

40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (Ch. 1, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security 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 security guards play in this approach to security. FPS will provide the instructor with information on this program to assist in training.
Overview of the Roles & Responsibilities of a Security Guard (Ch. 2, SGIM)	1	Instructor will discuss the typical duties of a CONTRACT Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (Ch. 2,	0.5	Describe police professionalism and police ethics, including the expanding use of security

Subject	Hours	Scope
SGIM)		guards and indicate by current trends, where it may be headed in the future.
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 security guards based on the overview of this topic.
Principles of Communications Part I: Overview (Ch. 2, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic.
Professional Public Relations Part I: Overview (Ch. 2, SGIM)	1	Instruction is to be provided to the security guards that 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.
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.
Understanding Human Behavior, Part I: Overview (Ch. 2 and 9, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security 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 security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic.
The Law, Legal Authorities, Jurisdiction and Responsibilities (Ch. 3, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.

Subject	Hours	Scope
Crimes and Offenses (CH. 3, SGIM)	0.5	Present the security guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should include methods of successful investigative techniques.
Search and Seizure (Ch. 3, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (Ch. 3, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints.
Use of Force (Ch. 3, SGIM)	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 (Ch. 3, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (Ch. 3, SGIM)	0.5	Instructor will discuss procedures for handling and protecting evidence. 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.
Security Guard Administration (Ch. 4, SGIM)	0.5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (Ch. 4, SGIM)	0.5	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.

Subject	Hours	Scope
Patrol Methods And Patrol Hazards (Ch. 4, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions. Techniques and ways to eliminate or reduce patrol hazards.
General Response Procedures (Ch. 4, SGIM)	0.5	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 (Ch. 5, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection, Assessment And Response (Ch. 6, SGIM)	0.5	Same as above.
Safety and Fire Prevention (Ch. 7, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers, sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (Ch. 8, SGIM)	0.5	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 an FPS contract.
Special Situations (Ch. 9, SGIM)	1	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.
Code Adam (Ch. 9, SGIM)	1	Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (Ch. 11, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.

Subject	Hours	Scope
Workplace Violence (Ch. 12, SGIM)	1	Instructor will discuss workplace violence, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (Ch. 13, SGIM)	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.
Bomb Threats and Incidents (Ch. 14, SGIM)	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.
Hostage Situations (Ch. 15, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (Ch. 16, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property.
Defensive Tactics	3	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 holds, and handling 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.
Baton Recertification and OC certification	8	Lecture and hands on training. Re certification based on the Contractor certification program or state requirements

EXHIBIT 4E

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

The Contractor shall provide a minimum of 8 hours of basic baton and OC spray training and certification, 8 hours of firearms classroom training, and 24 hours of live fire training and familiarization to all security guards. In addition to the weapons training, the Contractor shall provide for the weapons qualification course and must coordinate with the Contracting Officer for FPS to monitor the course of fire. 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.

The instructor shall 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.

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.

Subject	Hours	Scope
Use of Baton and OC Spray	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	Provide instruction in the handling and control of the security guard’s firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a “cocked” hammer on a live round.
Familiarization Fire	24	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

EXHIBIT 4E (CONTINUED)

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target – ICE QT

All stages will be fired as a hot range. Once prepared for duty carry, the shooter will be responsible for maintaining full magazines throughout the course of fire, reloading on command and/or when otherwise necessary.

A total of fifty (50) rounds will be fired with a maximum possible score of two hundred-fifty (250) points. Minimum qualification score is two hundred (200) out of two hundred-fifty (250) for eighty (80) percent.

Marksmanship Ratings:

220-230 = Marksman

231-240 = Sharpshooter

241-249 = Expert

250 = Distinguished Expert

Course of Fire:

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YSD	6	Strong hand only from the holster using the bent elbow position with the support arm/hand placed against the upper centerline of the officer's chest	On command the shooter will: Draw and fire one (1) round in two (2) seconds and re-holster. Draw and fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds and re-holster. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage two.



STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three (3) rounds in the chest of the target in three (3) seconds, and re-holster. Draw and fire three (3) rounds in three (3) seconds to the chest, perform a reload (emergency, tactical or magazine exchange) and re-holster.
3	7 YDS	6	Body armor and cover drills. Two-handed shooting using the sights	On command the shooter will draw and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in five (5) seconds and assume a high search position. From high search, move to an aimed in position and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in four (4) seconds. At the end of this stage, the two- (2) headshot rounds must be in the five-ring head area for each to count as five (5) points. The head area outside the five ring is worth two (2) points. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage four.
4	7 YDS	12	One-handed shooting	On command the shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster.

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six (6).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.
7	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two (2) rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

Exhibit 4F

CONTRACTOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING AND  
QUALIFICATIONS

The Contractor shall provide a minimum of eight (8) hours of annual baton and/or OC Spray, as appropriate, refresher training and annual weapons qualification using the course of fire in Exhibit 4E of this CONTRACT. The Contractor must coordinate with the COTR to monitor the firearms qualification.

EXHIBIT 5A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with Exhibit 4A as required by the CONTRACT.

The Basic Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Basic Training Subjects as identified in Exhibit 4A of the CONTRACT were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

CERTIFIED BY:

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under United States Code, Title 18, § 1001. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5B

CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named supervisory employee has successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Exhibit 4B as required by the CONTRACT .

The Supervisory Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Supervisory Training Subjects as identified in Exhibit 4B of the CONTRACT were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

CERTIFIED BY:

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under United States Code, Title 18, § 1001. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5C

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Exhibit 4C as required by the CONTRACT.

The Government Provided Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Government Provided Subjects as identified in Exhibit 4C of the CONTRACT were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Agency)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

CERTIFIED BY:

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under United States Code, Title 18, § 1001. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5D

CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Exhibit 4D as required by the CONTRACT.

The Refresher Training was provided from \_\_\_\_\_ to \_\_\_\_\_  
(DATE) (DATE)

The Refresher Training Subjects as identified in Exhibit 4A of the CONTRACT were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

CERTIFIED BY:

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under United States Code, Title 18, § 1001. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 5E

CONTRACTOR'S CERTIFICATION OF BASIC WEAPONS TRAINING

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Exhibit 4E as required by the CONTRACT.

The Firearms Training was provided from \_\_\_\_\_ to \_\_\_\_\_ (DATE) (DATE)

The Baton Training was provided from \_\_\_\_\_ to \_\_\_\_\_ (DATE) (DATE)

The Weapons Training Subjects as identified in Exhibit 4E of the CONTRACT were presented by:

\_\_\_\_\_ of \_\_\_\_\_ (Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

CERTIFIED BY:

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under United States Code, Title 18, § 1001. Any false or misleading information may be punishable by fine or imprisonment.



EXHIBIT 5F

CONTRACTOR'S CERTIFICATION OF ANNUAL WEAPONS REFRESHER TRAINING

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Exhibit 4E as required by the contract.

The Firearms Training was provided from \_\_\_\_\_ to \_\_\_\_\_ (DATE) (DATE)

The Baton Training was provided from \_\_\_\_\_ to \_\_\_\_\_ (DATE) (DATE)

The Weapons Training Subjects as identified in Exhibit 4E of the contract were presented by:

\_\_\_\_\_ of \_\_\_\_\_ (Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

CERTIFIED BY:

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under United States Code, Title 18, § 1001. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 6

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE  
ELIGIBILITY REQUIREMENTS

Employee's Name: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

Subject	Date Completed / Filed
Resume / Transcripts / Diploma	
SF 78 – Certificate Of Medical Examination	
Pre-employment Drug Screening	
Domestic Violence Form	
State, Local Firearms License	
Basic Training Completion Certificate	
Passing Score On Written Examination	
Firearms Training Certificate	
Firearms Qualification Certificate	
Government Provided Training Certificate	
Recertification Training Certificate	
Expandable / Straight Baton Training Certificate	
Magnetometer/X-Ray Training Certificate	
Refresher Training	

\_\_\_\_\_  
(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigating and verification under United States Code, Title 18, § 1001. Any false or misleading information may be punishable by fine or imprisonment.

This certification shall be placed in the Contractor employee's personnel file and shall be updated to reflect certification renewals as they occur.

EXHIBIT 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

Issued at post-award conference.

EXHIBIT 6B

KEY PERSONNEL RESUME  
(Used for CM, Supv and Instructors)

Employee's Name: \_\_\_\_\_ SSN: - -

PROPOSED POSITION TITLE: \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_

CURRENT POSITION WITH THE CONTRACTOR FIRM: \_\_\_\_\_

TIME IN CURRENT POSITION: (Yrs. Mos.) \_\_\_\_\_

RESPONSIBLE FOR THE WORK OF: \_\_\_\_\_ PERSONS

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

\_\_\_\_\_  
\_\_\_\_\_

WORK EXPERIENCE: (Beginning with the most recent for the past 10 years.)

Dates (From – To)	Position or Title	Company Name and Address	Reference and Phone Number

Employee's Name:

SSN: - -

EDUCATION SUMMARY:

	Name and Address of Institution	Dates Attended	Diploma or Certificate
High School			
College			
Technical			
Trade Schools			

PROVIDE A BRIEF STATEMENT OF WHY THIS CM / SUPERVISOR / INSTRUCTOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT.

EXHIBIT 6C

SECURITY SUITABILITY REQUIREMENTS

Facility Clearance	Required	Not Req'd
Top Secret		X
Secret		X

Personnel Clearance	Post Requirements (or "None")
Top Secret	None
Secret	None
DOE "Q"	None
DOE "L"	None
NRC "Q"	None
NRC "L"	None
DHS Suitability	ALL
HSPD-12	All
CBP / BI	

FACILITIES/GUARD POSTS MAY VARY IN SUITABILITY AND CLEARANCE REQUIREMENTS; THEREFORE, REFER TO ALL FACILITIES/GUARD POSTS LISTED IN EXHIBIT 1 FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.

ATTACHMENT 3  
TERMS AND CONDITIONS

**I. SUPPLIES OR SERVICES AND PRICES/COSTS**

**01. DESCRIPTION OF SERVICES**

The Contractor shall furnish Professional Building Security Officer Services, defined by this Request for Quotes (RFP) as armed building security officer services and related duties, in support of Customs and Border Protection, Advance Training Center, Harpers Ferry, WV. In furnishing these services the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment, except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the work statement contained herein. Offerors are advised to read the RFP carefully and in its entirety before preparing their technical and pricing proposals.

**02. CONTRACT TYPE**

Services shall be furnished via an Indefinite Delivery-Indefinite Quantity, fixed hourly rate contract.

**03. ESTIMATED QUANTITIES**

The estimated annual quantities for providing professional building security officer services under the contract are as follows:

Basic Building Security Officer Services: 20,532 Hours  
Supervisory Services: 6,024 Hours  
Emergency Building Security Officer Services: 500 Hours

Note: Section J, Exhibit 1 is a listing of locations anticipated for coverage at the time of solicitation. Locations may be added or deleted via modification during the course of the task order.

**04. PRICES**

**A. Pricing Required for All Services and Performance Periods**

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

**B. Department of Labor Wage Determination (WD)**

1. The minimum wage rates and fringe benefits applicable to the initial period of performance are outlined in the Department of Labor, Wage Determination Number 2005-3017, Revision 6, dated 05/29/2008.

ATTACHMENT 3  
TERMS AND CONDITIONS

2. The applicable job classification under this solicitation is: [Police Officer](#)
  1. This classification reflects the minimum wage rates that the Contractor must pay to all employees working under the Contract. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

**C. Option Pricing**

1. Offerors shall price the options for the four (4) additional 12-month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial performance period will apply to the four (4) additional 12-month option periods.
2. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current Department of Labor wage determination. The Contractor shall pay all employees covered by Fair Labor Standards Act and Service Contract Act at least the wages and fringe benefits cited on the new wage determination, effective with the start date of the new option period.
3. Option prices will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). See Section I for the full text of this clause. The Contractor must furnish copies of the Contractor's payrolls to accompany any request for an adjustment to the option pricing.

**D. Unbalanced Pricing**

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

**E. Contingency Pricing**

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



ATTACHMENT 3  
TERMS AND CONDITIONS

**F. Pricing of Services**

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

**G. Definitions**

1. Basic Services – Basic services are the permanent ongoing services included in the task order at time of award or added through modification. For these services the Contractor shall be compensated using the Basic Building Security Officer Services Rates.
2. Temporary Additional Services
  - a. During the term of the contract, the Government may have requirements for temporary additional service (TAS) requirements that are separate from the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice.
  - b. The Government may require temporary additional services under circumstances allowing for less than 72 hours advance notice. These are referred to as emergency services. For these services the Contractor shall be compensated using the emergency services rates proposed by the offeror and accepted by the Government. The emergency services rate shall apply for a maximum of 72 hours after start of such services. After the initial 72 hours of service the basic building security officer services rates shall apply.
  - c. In the event other agencies contact the Contractor to request emergency services under the task order, the Contractor shall notify the FPS Contracting Officer within eight hours of such request.
  - d. This additional services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for service. Should a continuing need for additional service arise, a contract

ATTACHMENT 3  
TERMS AND CONDITIONS

modification will be issued by the Government to provide for those services.

NOTE: Request for all services listed above must come from the Federal Protective Service Contracting Officer or his authorized representative.

**H. BASIS FOR SELECTION**

FPS will select the responsible SBA 8(a) contractor whose quote, in conforming to this request for proposal provides the overall best value to meet the Government's requirement, price and non-price factors considered.

*The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)).*

*Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.* The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**II. PACKAGING AND MARKING**

**01. PAYMENT OF POSTAGE AND FEES**

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

**02. MARKING**

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

ATTACHMENT 3  
TERMS AND CONDITIONS

**III. INSPECTION AND ACCEPTANCE**

**01. CONTRACTOR'S RESPONSIBILITY**

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

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

**A. Contracting Officer (CO)**

1. The CO for the contract is: Desiree Blakey, Federal Protective Service (3PS), East Consolidated Contracts Group, Suite 4200, Mellon Independence Center, 701 Market Street, Philadelphia, PA 19106. The telephone number is (215) 521-2188 and the fax number is (215) 521-2169.
2. The CO has the overall responsibility for the administration of the contract. He/she alone is authorized to take action on behalf of the Government to amend, modify or deviate from the contract terms and conditions; make final decisions on unsatisfactory performance; terminate the task order for convenience or default; and issue final decisions regarding questions or matters under dispute. He/she may delegate certain other responsibilities to her authorized representatives.
3. Additional Contracting Officers may be assigned, as needed, after award of the Contract.

**B. Contracting Officer's Technical Representative (COTR)**

1. The COTR for the Contract is:  
  
(To be determined upon award of task order)

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2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the Contract work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the 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.
3. After award of the Contract, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR cannot make any decisions regarding the performance of the Contract except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.
4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the contract or part of the COTR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

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

- A. Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires
- C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

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D. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may

1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
2. Reduce the contract price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or
2. terminate the contract for default.

**IV. DELIVERIES OR PERFORMANCE**

**01. PLACE OF PERFORMANCE**

All services provided under this contract shall be performed in support of Customs and Border Protection, Advanced Training Center, 440 Koonce Road, Harpers Ferry, WV.

**02. TERM OF CONTRACT**

After award the Contractor shall be given notice to proceed and shall provide all contractual services for a (12) month period, subject to the availability of appropriations, (see the Clause FAR52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984), contained in Section I), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about [February 1, 2008](#). [Performance periods shall be as follows:](#)

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Initial Period:	02/01/2009-01/31/2010
Option 1:	02/01/2010-01/31/2011
Option 2:	02/01/2011-01/31/2012
Option 3:	02/01/2012-01/31/2013
Option 4:	02/01/2013-02/31/2014

**03. OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Government shall have the unilateral option of extending the term of this contract for four consecutive periods of 12 months each. (Refer to FAR Clause 52.217-9, entitled, "Option to Extend the Term of the Contract," presented in Contract Clauses of Attachment 3, Terms and Conditions) The terms and conditions contained in the contract shall apply to each option period exercised. Options shall be exercised upon notification (mailed or otherwise furnished) to the Contractor at least 30 calendar days prior to the expiration of the current task order period. The total duration of the task order, including the exercise of any options, shall not exceed five years and six months. The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of the contract.

**04. OPTION TO EXTEND SERVICES**

If it is determined by the Government that, for administrative, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Government shall have the unilateral option of extending the services of this Contract. Such notice of intent to extend service shall be given to the Contractor in writing at the earliest possible time, but not less than 15 days prior to the contract expiration date (see FAR clause 52.217-8, "Option to Extend Services" contained in, Contract Clauses of Attachment 3, Terms and Conditions). It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor and that extension of service shall in no event exceed six months. The prices to be paid during the extension period shall be established solely in accordance with FAR clause 52.222-43, "Fair Labor Standards Act and Service Contract Act---Price Adjustment (Multiple Year and Option Contracts)", contained in, Section I.

**05. ORDERING SERVICES**

**A. Basic Services** – Basic services will be ordered through award of an indefinite Delivery-Indefinite Quantity Contract. The Contracting Officer as requirements change may modify the Contract.

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**B. Temporary Additional Services**

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

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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage;

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provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

**V. CONTRACT ADMINISTRATION DATA**

**01. PAYMENTS**

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30<sup>th</sup> 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. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work.

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

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-hours required in the contract 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.



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For example, if the contract required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the following:

P.O. Box 1279  
Williston, VT 50495-1279  
Attn: Payment Inquiry

b2Low k  
ephone)  
Fax)

**02. SUBMISSION OF INVOICES**

1. invoices shall be submitted via one of the following three methods:

a. By mail:

DHS, ICE  
Debt Management Center  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: **FPS Region 3 Invoice**

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

802-288-7658

c. By e-mail:

[Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

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 26, 2007 to ensure prompt payment provisions are met. The FPS Region shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PJ" number) on the submitted invoice.

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2. In accordance with 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:

“...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (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.)
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(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.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

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

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

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**03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE**

**A. Deductions for Failure to Provide Man-hours**

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

**B. Contractor Use of GSA Form 139, or Approved Alternate**

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

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

**VI. SPECIAL CONTRACT REQUIREMENTS**

**01. PERMITS AND LICENSES**

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

The Contractor shall ensure complete compliance with Section C, Paragraph 17, Security Guard Certification /Security Requirements and Section C, Paragraph 18, Security Clearance Requirements

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VII. CONTRACT CLAUSES

The following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.

01. FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENE (FEB 1998)

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

www.arnet.gov/far  
(End of clause)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.209-5	Certification Regarding Debarment, Suspension Proposed Debarment, and Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-3	Offeror Representations and Certifications —Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions-Commercial Items	SEP 2005
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-9	Use and Charges	AUG 2005
52.249-2	Termination for Convenience of the Government	MAY 2004
52.249-8	Default	APR 1984
3052.204-70	Security Requirements for Unclassified Information Technology Resources	JUN 2006
3052.211-70	Index for Specifications	DEC 2003
3052.215-70	Key Personnel or Facilities	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	Insurance	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

**02. Clauses Incorporated by Full Text**

**FAR 52.204-1 - APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Contracting Office, and shall not be binding until so approved.

**FAR 52.204-7 – CENTRAL CONTRACTOR REGISTRATION (APR 2008)**

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
- (1)
    - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
    - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

**FAR 52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JUN 2008)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

(2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

(3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

- \_\_ (4) [Reserved]
- \_\_ (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- \_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- \_\_ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_ (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- X** (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- \_\_ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_X\_ (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X** (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_X\_ (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- \_X\_ (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- \_X\_ (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X**(23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_X\_ (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- \_\_ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- \_\_ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- \_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).



- \_\_\_ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_\_\_ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- \_\_\_ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- \_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- \_\_\_ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- \_\_\_ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- \_\_\_ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- \_\_\_ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed Price Indefinite Delivery-Indefinite Quantity Contract resulting from this Request For Proposal.

**FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days before the Contract expires.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

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

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

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

**52.219-14 Limitations on Subcontracting (Dec 1996).**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

**(End of clause)**

**52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns - Alternate III(Deviation) (November 2005)**

In accordance with 19.811-3(d)(3), substitute the following for the paragraph (c) in FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

**52.219-71 Section 8(a) Direct Awards (Deviation).**

As prescribed in 19.811-3(f), insert the following clause:

**Section 8(a) Direct Award (Deviation) (November 2005)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

*[To be completed by Contracting Officer at time of award]*

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the

contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

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

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

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

**52.222-41 Service Contract Act of 1965 (Nov 2007)**

(a) *Definitions.* As used in this clause—

“Act” means the Service Contract Act of 1965 ([41 U.S.C. 351](#), *et seq.*).

“Contractor,” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

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

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

(c) Compensation.

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

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

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed [SF 1444](#) (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

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

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

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

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

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

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

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

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

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

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

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at

variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

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

(i) For each employee subject to the Act—

(A) Name and address and social security number;

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

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

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

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



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

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

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

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

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

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

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

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

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions

based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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

(p) Contractor's certification.

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

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

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

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

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

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

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

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved

program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman’s rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

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

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

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

(End of clause)

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

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

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
Police I (armed)	\$16.96	36.25%

SICK LEAVE REQUIRED BY LAW:  
13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

- 1 New Year's Day
- 2 President's Day
- 3 Martin Luther King's Birthday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Columbus Day
- 8 Veterans Day
- 9 Thanksgiving Day
- 10 Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

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

WAGE DETERMINATION:

The various classes of service employees who will be employed in the performance of the contract(s) issued as a result of this Request for Quote must be paid the minimum monetary wage and shall be furnished fringe benefits that are in accordance with the applicable Wage Determinations and/or CBA for the particular area where a task order will be performed. Wage determinations are issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4 and will be provided with the individual task orders issued under the resultant contract(s). Contractors are fully responsible for compliance with the requirements of SCA and other labor laws as applicable. Payment of employees at less than the minimum required wages and/or fringe benefits are a violation of SCA.

(End of clause)

**52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts). (NOV 2006)**

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

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

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

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

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

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

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

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

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

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

(End of clause)

**52.228-5 Insurance—Work on a Government Installation. (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

a. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. Automobile liability insurance, written on the comprehensive form of policy, is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Note: The clause "Insurance" requires that "**The United States of America, acting by and through the Federal Protective service**" be named as an additional insured for general liability.

b. The coverage's specified below, pursuant to FAR 28.207 reflects the minimum insurance required.

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) GENERAL LIABILITY

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

(3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) HAZARDOUS MATERIALS

**Hazardous Materials - Catastrophic Insurance - Occurrence Type Insurance. The Contractor shall carry occurrence insurance to cover claims involving the removal, transportation, and disposal of the asbestos and or PCB materials and contaminated removal equipment. The coverage shall be a minimum of \$1,000,000 per occurrence for all projects. This insurance coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim may arise out of the work that was performed, all materials and hardware so contaminated are satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.**

**Note:** Paragraph (4) above applies only if asbestos and /or PCB materials are removed, transported or disposed of.

- c. The Contractor selected for award shall be required to submit satisfactory evidence of insurance prior to being permitted to commence work.

(End of clause)

**FAR 52.232-11 Extras (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

**FAR 52.232-33 – PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this

contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)



**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Homeland Security  
Federal Protective Service  
East Consolidated Contracts Group  
701 Market Street, Suite 4200  
Philadelphia, PA 19106  
Attention: Desiree Blakey

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of clause)

**FAR 52.237-1 - SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site(s) where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site(s) constitute grounds for a claim after contract award.

(End of clause)

**FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation.  
(APR 1984)**

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

(End of clause)

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

**3052.204-71 Contractor employee access (JUN 2006)**

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES  
(JUN 06)**

(a) Prohibitions.

**Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.**

(b) Definitions. As used in this clause:

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

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

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

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

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

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

**(f) Disclosure. The offeror under this solicitation represents that [Check one]**

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

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

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

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

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

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

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

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

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

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

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

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

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clause)

**ATTACHMENT 4**  
**Past Project Form**

**NOTE: THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE OFFERORS QUOTE FOR EACH PREVIOUS PROJECT.**

OFFEROR: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

CONTRACT/PROJECT NUMBER OR IDENTIFIER: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PLACE OF PERFORMANCE: \_\_\_\_\_

PERIOD OF PERFORMANCE: \_\_\_\_\_

TOTAL CONTRACT/PROJECT DOLLAR VALUE: \_\_\_\_\_

NUMBER OF GUARDS EMPLOYED ON CONTRACT/PROJECT: \_\_\_\_\_

CUSTOMER POINT OF CONTACT: \_\_\_\_\_

POC PHONE: \_\_\_\_\_

POC E-MAIL: \_\_\_\_\_

Include a narrative, one page or less, of the description of the work performed and similarities to the proposed contract in the RFP. Indicate if the experience was as a prime or subcontractor. If experience was as a subcontractor, give name, telephone number and point of contact of the prime contractor as well as the customer. Provide a brief description of problems encountered on the project and your corrective action.

Attachment #5  
PAST PERFORMANCE QUESTIONNAIRE  
BUILDING SECURITY OFFICER SERVICES  
CUSTOMS & BORDER PROTECTION, HARPERS FERRY, WV

NAME OF CONTRACTOR REQUESTING THE REFERENCE:

\_\_\_\_\_

The purpose of this questionnaire is to obtain information regarding the quality of the above named Contractor's past performance relative to a contract, completed or in progress, at your company/agency. The Federal Protective Service is considering this Contractor for armed Building Security Officer Services in support of Customs & Border Protection, Advance Training Center, Harpers Ferry, WV. We would greatly appreciate your input regarding the quality of the Contractor's past performance.

Handwritten responses are sufficient. It is requested that the individual(s) responsible for the administrative oversight of the project (e.g. security specialist, COTR, etc.) respond to this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate.

**Upon completion of the survey, please e FAX to the attention of Desiree Blakey at questions, please call Desiree Blakey at your efforts on our behalf.**

b6 or  
b2Low We appreciate

PROJECT TITLE AND LOCATION: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_

CONTRACT COMPLETION DATE: \_\_\_\_\_

CONTRACT COST PER YEAR: \_\_\_\_\_

AVERAGE NUMBER OF GUARDS PER YEAR: \_\_\_\_\_

Please provide a brief description of the scope of this project so that we determine the similarities to our contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment #5  
PAST PERFORMANCE QUESTIONNAIRE  
BUILDING SECURITY OFFICER SERVICES  
CUSTOMS & BORDER PROTECTION, HARPERS FERRY, WV

QUESTIONS

1. How consistent is the Contractor in providing the required staffing at each post of duty? For example, are Posts consistently fully staffed in a timely manner? Are Posts frequently lacking the assigned number of staffing? Is staffing frequently late in reporting, etc.

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How consistent is the Contractor in providing employees who report to duty properly groomed, uniformed and equipped? For example, are Contractor employees consistently sloppy in appearance? Is the cleanliness and operating condition of equipment and weapons often deficient, etc?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How consistent is the Contractor in keeping training records, certifications and related documentation complete, accurate and current?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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4. How is the overall level of professionalism, attentiveness and bearing of the Contractor's workforce. For example, do the contract Guards demonstrate that they fully understanding of their assignments, are they fully attentive to their duties, do they engage in unauthorized activities?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. How effective is the Contractor in identifying potential problems and resolving them on his own, including problems presented to him by owner and tenant representatives?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Did the Contractor provide a level of supervision sufficient to ensure effective performance by the productive security guards over the course of the Contract?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Please discuss the Contractor's quality control of the overall contract.

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment #5  
PAST PERFORMANCE QUESTIONNAIRE  
BUILDING SECURITY OFFICER SERVICES  
CUSTOMS & BORDER PROTECTION, HARPERS FERRY, WV

8. Please discuss the Contractor's management in dealing with administrative matters that arose during performance.

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Would you recommend this firm to other agencies?

*Circle one:*

*Highly Recommend*

*Recommend*

*Would Not Recommend*

10. Overall how would you rate the Quality of the Contractor's Performance?

*Please circle one*

**Outstanding** – Requirements are consistently being exceeded and performance is consistently of high quality

**Satisfactory** – Requirements are consistently being met and performance is generally adequate or better.

**Marginal** – Requirements are generally met, however sometimes performance is less than adequate

**Unsatisfactory** – Requirements are generally not being met or performance is consistently of poor quality.

Attachment #5  
PAST PERFORMANCE QUESTIONNAIRE  
BUILDING SECURITY OFFICER SERVICES  
CUSTOMS & BORDER PROTECTION, HARPERS FERRY, WV

Once again, thank you for you taking the time to provide this reference information. In closing, we ask that you provide the information below in case we need to contact you to clarify a response.

Your Name: \_\_\_\_\_

Your Position: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

ATTACHMENT 6 – PRICE PROPOSAL WORKSHEET  
 BUILDING SECURITY OFFICER SERVICES  
 CUSTOMS & BORDER PROTECTION, HARPERS FERRY, WV

BUILDING SECURITY OFFICER SERVICES The total evaluated price shall consist of the sum of the following elements (quantities listed are for evaluation purposes only):

Quote an hourly price for providing Basic and TAS guard services as described in the RFQ

Basic Service	Hourly Rate	Est. Hours	Extended Total
Base Period	\$ _____	20,520	\$ _____
Option 1	\$ _____	20,520	\$ _____
Option 2	\$ _____	20,520	\$ _____
Option 3	\$ _____	20,520	\$ _____
Option 4	\$ _____	20,520	\$ _____
<b>Total Basic Service</b>	<b>\$ _____</b>	<b>102,600</b>	<b>\$ _____</b>

Supervisory Service	Hourly Rate	Est. Hours	Extended Total
Base Period	\$ _____	6,000	\$ _____
Option 1	\$ _____	6,000	\$ _____
Option 2	\$ _____	6,000	\$ _____
Option 3	\$ _____	6,000	\$ _____
Option 4	\$ _____	6,000	\$ _____
<b>Total Supervisory Service</b>	<b>\$ _____</b>	<b>30,000</b>	<b>\$ _____</b>

TAS Service	Hourly Rate	Est. Hours	Extended Total
Base Period	\$ _____	500	\$ _____
Option 1	\$ _____	500	\$ _____
Option 2	\$ _____	500	\$ _____
Option 3	\$ _____	500	\$ _____
Option 4	\$ _____	500	\$ _____
<b>Total TAS Service</b>	<b>\$ _____</b>	<b>2,500</b>	<b>\$ _____</b>

**ATTACHMENT 7**  
**QUOTATION COVER SHEET**

All vendors wishing to reply to this solicitation shall respond with a Quotation Cover Sheet. This Cover Sheet shall include the information listed below in letters a through n.

- a. Name of Firm
- b. Address
- c. City, State and Zip Code
- d. Data Universal Numbering System (DUNS) Number
- e. Taxpayer Identification Number (TIN)
- f. Point of Contact
- g. Office Telephone Number
- h. Office Facsimile Number
- i. Cell Phone Number
- j. Electronic Mail Address
- k. Federal Supply Schedule Contract Number
- l. Current Term of the FSS Contract
  - Remaining Options to FSS Contract
  - Prompt Payment Terms (Discount)
- m. Acknowledgement of Amendments to Solicitation
- n. Signature Block with Name, Title and Date