


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 8RW00091C	PAGE OF 1 71	
2. CONTRACT NO. HSCEEC-08-D-00003		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. <b>FOR SOLICITATION INFORMATION CALL:</b> 		a. NAME Joshua Clemens		b. TELEPHONE NUMBER (No collect calls) 215-521-2255		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY ICE/FPS/East CCG/Region 11/Group B Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106			CODE ICE/FPS/EACC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS (b)(4)		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO Multiple Destinations		CODE	16. ADMINISTERED BY ICE/FPS/East CCG/Region 11/Group B Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Andrea Chavoso Philadelphia PA 19106			
17a. CONTRACTOR/OFFEROR JENKINS SECURITY CONSULTANTS, INC 2001 BUNKER HILL RD. N.E. WASHINGTON DC 200183223		CODE 9267694310000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DHSICE Burlington Finance Center Attn: FPS Region 11 Invoice P.O. Box 1279 Williston VT 05495-1279		CODE HSCE11
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This indefinite delivery/indefinite quantity contract award is issued with the \$100,000 minimum guarantee. Upon issuance of the first task order under this contract, these funds will be administratively transferred.</p> <p>SBA Acceptance #: 0303-07-706317-01</p> <p>Solicitation # HSCOMP-07-R-00006 Period of Performance: 03/01/2008 to 11/30/2008 Continued ...</p> <p><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i></p>				

25. ACCOUNTING AND APPROPRIATION DATA (b)(2)Low				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$100,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.			<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Andrew Donahue		31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Guard II Productive Obligated Amount: \$100,000.00 Award Type: Indefinite-quantity Min. Qty: 3333.33333   Max. Quantity: 33750 Min. Amt: \$100,000.00   Max. Amount: \$1,012,500.00 Minimum Guaranteed: Y  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery: 30 Days After Award Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD	33750	HR	30.00	1,012,500.00
0002	Guard II Supervisory Obligated Amount: \$0.00 Award Type: Indefinite-quantity Min. Qty: N/A   Max. Quantity: 7500 Min. Amt: \$0.00   Max. Amount: \$247,575.00 Minimum Guaranteed: N  Delivery Location Code: MD0813 Continued ...	7500	HR	33.01	247,575.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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> )

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NAME OF OFFEROR OR CONTRACTOR

JENKINS SECURITY CONSULTANTS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD</p> <p>Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD</p> <p>Temporary Additional Services Obligated Amount: \$0.00 Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 450 Min. Amt: \$0.00  Max. Amount: \$13,500.00 Minimum Guaranteed: N</p> <p>Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD</p> <p>Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD</p>	450	HR	30.00	13,500.00
0004	<p>Guard II Productive Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 40500 Min. Amt: \$0.00  Max. Amount: \$1,215,000.00 Minimum Guaranteed: N Amount: \$1,215,000.00 (Option Line Item) 11/30/2008</p> <p>Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD</p> <p>Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2008 to 11/30/2009</p> <p>Continued ...</p>	40500	HR	30.00	1,215,000.00

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NAME OF OFFEROR OR CONTRACTOR

JENKINS SECURITY CONSULTANTS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Guard II Supervisory Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 9000 Min. Amt: \$0.00  Max. Amount: \$297,090.00 Minimum Guaranteed: N Amount: \$297,090.00 (Option Line Item) 11/30/2008  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2008 to 11/30/2009	9000	HR	33.01	297,090.00
0006	Temporary Additional Services Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 500 Min. Amt: \$0.00  Max. Amount: \$15,000.00 Minimum Guaranteed: N Amount: \$15,000.00 (Option Line Item) 11/30/2008  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2008 to 11/30/2009	500	HR	30.00	15,000.00
0007	Guard II Productive Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 40500 Min. Amt: \$0.00  Max. Amount: \$1,215,000.00 Minimum Guaranteed: N Amount: \$1,215,000.00 (Option Line Item) Continued ...	40500	HR	30.00	1,215,000.00

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JENKINS SECURITY CONSULTANTS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	11/30/2009  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2009 to 11/30/2010  Guard II Supervisory Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 9000 Min. Amt: \$0.00  Max. Amount: \$297,090.00 Minimum Guaranteed: N Amount: \$297,090.00 (Option Line Item) 11/30/2009  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2009 to 11/30/2010	9000	HR	33.01	297,090.00
0009	11/30/2009  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2009 to 11/30/2010  Temporary Additional Services Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 500 Min. Amt: \$0.00  Max. Amount: \$15,000.00 Minimum Guaranteed: N Amount: \$15,000.00 (Option Line Item) 11/30/2009  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Continued ...	500	HR	30.00	15,000.00

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JENKINS SECURITY CONSULTANTS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0010	Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2009 to 11/30/2010  Guard II Productive Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 40500 Min. Amt: \$0.00  Max. Amount: \$1,215,000.00 Minimum Guaranteed: N Amount: \$1,215,000.00 (Option Line Item) 11/30/2010	40500	HR	30.00	1,215,000.00
0011	Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2010 to 11/30/2011  Guard II Supervisory Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 9000 Min. Amt: \$0.00  Max. Amount: \$297,090.00 Minimum Guaranteed: N Amount: \$297,090.00 (Option Line Item) 11/30/2010	9000	HR	33.01	297,090.00
0012	Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2010 to 11/30/2011  Temporary Additional Services Continued ...	500	HR	30.00	15,000.00

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NAME OF OFFEROR OR CONTRACTOR

JENKINS SECURITY CONSULTANTS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 500 Min. Amt: \$0.00  Max. Amount: \$15,000.00 Minimum Guaranteed: N Amount: \$15,000.00(Option Line Item) 11/30/2010  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2010 to 11/30/2011				
0013	Guard II Productive Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 40500 Min. Amt: \$0.00  Max. Amount: \$1,215,000.00 Minimum Guaranteed: N Amount: \$1,215,000.00(Option Line Item) 11/30/2011  Delivery Location Code: MD0813 CABIN BRANCH DISTRICT 1515 CABIN BRANCH DRIVE LANDOVER MD  Delivery Location Code: MD0758 ATF National Laboratory 6000 Ammendale Road Beltsville MD Period of Performance: 12/01/2011 to 11/30/2012	40500	HR	30.00	1,215,000.00
0014	Guard II Supervisory Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 9000 Min. Amt: \$0.00  Max. Amount: \$297,090.00 Minimum Guaranteed: N Amount: \$297,090.00(Option Line Item) 11/30/2011 Continued ...	9000	HR	33.01	297,090.00

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NAME OF OFFEROR OR CONTRACTOR  
 JENKINS SECURITY CONSULTANTS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0015	<p>Delivery Location Code: MD0813                      CABIN BRANCH DISTRICT                      1515 CABIN BRANCH DRIVE                      LANDOVER MD</p> <p>Delivery Location Code: MD0758                      ATF National Laboratory                      6000 Ammendale Road                      Beltsville MD                      Period of Performance: 12/01/2011 to 11/30/2012</p> <p>Temporary Additional Services                      Award Type: Indefinite-quantity                      Min. Qty: N/A  Max. Quantity: 500                      Min. Amt: \$0.00  Max. Amount:                      \$15,000.00                      Minimum Guaranteed: N                      Amount: \$15,000.00 (Option Line Item)                      11/30/2011</p> <p>Delivery Location Code: MD0813                      CABIN BRANCH DISTRICT                      1515 CABIN BRANCH DRIVE                      LANDOVER MD</p> <p>Delivery Location Code: MD0758                      ATF National Laboratory                      6000 Ammendale Road                      Beltsville MD                      Period of Performance: 12/01/2011 to 11/30/2012</p> <p>The total amount of award: \$7,381,935.00. The obligation for this award is shown in box 26.</p>	500	HR	30.00	15,000.00



## **Minimum and Maximum Quantities**

As referred to in paragraph (b) of the “Indefinite Quantities” clause of this contract, the total contract minimum quantity is a total of \$100,000 worth of orders at the contract unit price (s). The contract maximum is the total ceiling amount of the contract inclusive of all options.

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## STATEMENT OF WORK

### **C-1 Introduction**

#### **C-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

#### **C-1.2 Introduction (General)**

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Contract number HSCEEC-08-D-00003.
- 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 Solicitation/Contract. 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. **Important Note:** 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 letter and/or letter-number prefix. For example, a reference to the requirements of "Section C" includes all of Section C. Similarly, a reference to Section C-7 includes Sections C-7.1, C-7.2, and so on, through the last subsection identified with a prefix of "C-7."

#### **C-1.3 Introduction (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 integral with 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.

**C-1.4 Introduction (The Contract)**

The Government intends to incorporate the contents of this Solicitation/Contract and the successful Offeror’s entire proposal into a Fixed-Price indefinite-delivery indefinite-quantity type Contract between DHS/FPS and that Offeror.

**C-1.5 Introduction (Delivery/Task Orders)**

- A. Services required under this Contract shall be ordered via a task order using a government Order for Supplies and Services form.
- B. Each task order issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.
- C. The Government shall issue modifications to add, decrease, cancel services as long as the change is within the scope of the contract and task order. The Contractor will be obligated to provide services at the specified hourly rates contained within the contract. All modifications to task orders will be accomplished using a Standard Form 30 (SF30) (form subject to change), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing task order but are within the scope of this Contract, those services will be ordered by a separate task order.
- D. Temporary or Special Additional Services (TAS/SAS) will be issued through separate task orders. Depending on the circumstances of each order, TAS/SAS orders may be issued verbally between the CO and/or his/her designated representative and the Contractor and formalized in a written task order as soon as possible after the order is made.

**C-2 Contract Start-Up, Review, and Follow-Up**

**C-2.1 Conferences and Meetings**

- A. Immediately after award of the Contract and prior to the Contractor’s performance at the work site(s), the FPS CO shall notify the Contractor, and the FPS 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 Management Plan.
- B. During the performance of the Contract, the FPS CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO or COTR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the Contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

**C-3 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws**

**C-3.1 Prior to Commencement of Contract**

- A. The Contractor will perform services in the following locations:

<b>MD0813ZZ</b>	<b>ATF Mail Facility</b>	<b>1519 Cabin Branch Road</b>	<b>Landover, MD</b>
<b>MD0758ZZ</b>	<b>ATF Laboratory</b>	<b>6000 Ammendale Road</b>	<b>Beltsville, MD</b>

- B. The Contractor must possess **ALL** licenses required to perform services in Maryland.
- C. **Important Note:** 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. **This information is provided as a guide only. The Contractor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.**
- D. 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 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. The Contractor will not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.
  - 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this Contract.
  - 3. 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 again within 15 days after each option period exercised by the Government. 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 the CO's or COTR's request. 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.
  - 4. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract.
- E. **Important Note:** Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for cause.

### **C-3.2 During Performance of Contract**

- A. In performance of work under this Contract, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable Federal, state, and local laws and regulations associated with licensing and permit issuance. 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.
- B. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the Contract, including any and all option periods the Government exercises. The 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.
- C. 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 cause. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the CO will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, local, etc) orders the Contractor to cease performance until the license is renewed, the Government may terminate the Contract for cause or take other remedies, such as

issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the Contract price.

- D. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit. **Under no circumstances shall a Contract employee be required to pay for a contractually required license or permit without being fully reimbursed by the Contractor.**
- E. Armed security guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed 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.

#### **C-4 Qualifications of Personnel**

##### **C-4.1 General Qualifications**

- A. Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and 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.
  - 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.

**Note:** 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, but in no circumstances should the Contractor permit a security guard who does not have a good command of the English language to work under this Contract.
- 6. And meet *one* of the following experience/education requirements:

Three years of security experience within the past five years; or

An Associate's Degree in a related field and at least one year of experience; or

Three years of military or National Guard (active duty or reserve) experience; or

Successful completion of Police Officer's Standard Training (POST) course; or

Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).

**Note:** The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

- C. Prior to working under the Contract, every supervisor and guard must possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
1. Received a favorable 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.

## **C-5 Quality Control**

### **C-5.1 Contractor-Provided Quality Control Plan**

- A. Adequate and consistent quality control is an essential component of successful Contract performance. The Contractor shall develop and adhere to the Quality Control Program accepted by the Government upon Contract award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
1. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. (This does not pertain to routine inspections performed by Area Supervisors as part of their normal duties.)
  2. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with (DHS form TBD) Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
  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. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire Contract period. Follow-up reports shall be prepared and maintained in the above manner.
- C. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.
- D. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the CO and COTR for approval prior to them performing any inspections under the Contract. All changes in appointments shall require the same approval.



- E. The Contractor shall maintain a file of all inspection reports related to the Contract and shall make those reports available to the CO or COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.
- F. 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.
- G. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during semi-annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided) Repeated offences can result in termination for cause

### **C-5.2 Government-Provided Quality Control**

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the 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 serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall immediately 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 services not rendered according to the provisions of this Contact. See Section C-26.3, Deductions, for further details.

## **C-6 Services Required – Non-Supervisory Security Guards**

### **C-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 Security Guard Post Assignment Record (DHS form TBD);
- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- D. Security Guard Information Manual (SGIM)

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

### **C-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 FPS 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. The duties of most security guard posts require that a security guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the Post Orders. Additionally, each task order will identify posts that require relief breaks.
- C. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the 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.

### **C-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 a Security Guard Post Assignment Record (Post Orders) and an Officer's Duty Book.
- B. 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.
- C. Security guard post assignments may include, but are not limited to the following duties and responsibilities:
  - 1. Access control;
  - 2. Package screening;
  - 3. Personnel screening;
  - 4. Traffic control;
  - 5. Visitor processing;
  - 6. Vehicle inspection;
  - 7. Communications and dispatching;
  - 8. Patrol operations;
  - 9. Emergency and event response.
- D. Security guards should be familiar with the area of their posts. Off-going guards should provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

#### **C-6.3-1 Access/Egress Posts**

- A. Security guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.

- 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 will control access to the post area by observing, detecting, and reporting violations of post regulations as directed by the Post Orders. Security guards must provide and maintain complete and effective surveillance, inspection and protection of all internal and perimeter areas within the designated parameters and limits of the assigned post.
- D. Security guards will 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.
- E. Security guards shall perform package inspection when and as directed by the Security Guard Post Assignment Record (Post Orders), or as directed by the COTR in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of visitors, employees, and other persons arriving on, working at, visiting, or departing from the facility. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- F. 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.
- G. 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.
- H. Security guards will be required to answer questions and provide directions to visitors and building tenants. 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.

### **C-6.3-2 Roving Posts**

- A. Security guards will conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. 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 should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

### **C-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.

#### **C-6.3-4 Receipt, Use, and Safeguarding of Keys**

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys, "key cards," lock combinations, etc, that are issued for the security guards' use. Keys and access control devices must be safeguarded and secured as sensitive assets as directed by Post Orders. All such keys and access devices are the property of the Government and are to be returned to the issuing agency at the termination of the Contract.
- B. 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. See Section C-26.4 for Contract price reductions that may be taken because of lost, stolen, or damaged keys and access control devices that were under the control of a Contract security guard at the time of their disappearance.
- C. Refer to Paragraph C-17. Accountability for Government Property, for additional information regarding the use and handling of Government furnished property.

#### **C-6.3-5 Security and Fire Systems**

- A. Security guards will 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 must 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. See Section C-26 for deductions that may be taken because of damaged or broken surveillance equipment that was under the control of a Contract security guard at the time of its malfunction or breakage.
- 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.

#### **C-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.
- C. 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.

#### **C-6.3-7 Building Rules and Regulations**

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.

#### **C-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.

#### **C-6.3-9 Unauthorized Access**

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.

#### **C-6.3-10 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, including inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits, etc.

#### **C-6.3-11 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.

#### **C-6.3-12 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.

#### **C-6.3-13 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 FPS MegaCenter and, when possible, to the COTR. 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.

#### **C-6.3-14 Civil Disturbances**

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

#### **C-6.3-15 Emergencies**

In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of or coordination with the 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.

#### **C-6.3-16 Primary Security Responses**

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

#### **C-6.4 Recording Presence**

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the Contract Security Guard Duty Register. Contract employees who patrol between buildings will sign in and out at each building visited. 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 will sign in and out at each post visited.
- B. Each successively lower line on the Contract Security Guard Duty Register 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 Contract Security Guard Duty Register, 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 Contract Security Guard Duty Register containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes. Payment of invoices is based on these procedures.
- D. The COTR will collect all original Contract Security Guard Duty Registers. The Contractor will not remove the original Contract Security Guard Duty Registers from the job site. Invoice payment may not be made until all of the original Contract Security Guard Duty Registers are received by the COTR.

## C-7 Key Personnel (Contract Manager (CM) and Supervisors)

### C.7.1 Special Requirements for Contract Managers

The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed here. If the proposed CM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard contract of the size and scope described in this Solicitation/Task Order. The CO must approve the proposed CM prior to his/her assignment under this Contract.

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

**This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from 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.**

### C-7-2 Services Required- Contract Manager (Key Personnel)

- A. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the 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. The CM must completely understand the operational requirements of this Contract, including:
1. Functions of both the productive and supervisory staff
  2. Location(s) of service
  3. Method of operation and equipment required at each post
  4. Contents of general and specific post orders
- B. The CM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. 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.
- D. 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.

- E. 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 their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

### **C-7.3 Services Required - Supervisor (Key Personnel)**

- A. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. Area Supervisors shall not simultaneously perform the duties of supervisor and productive security guard. **Area Supervisors shall not provide relief breaks to productive security guards at any time while they are acting in a supervisory capacity.**
- C. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COTR by the time of the first meeting after Contract award. The CO or COTR must approve the proposed supervisor(s) prior to working under the Contract.
- D. The Contractor shall provide the level of supervision necessary to ensure that productive security guards:
  - 1. Are properly trained;
  - 2. Perform all duties as specified in accordance with the Contract and the (DHS Form TBD) (Security guard Post Assignment Record) for the security post assigned;
  - 3. Are properly uniformed and present a neat and professional appearance as referenced in the Security Guard Information Manual (SGIM);
  - 4. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
  - 5. Possess all necessary permits, CPR and first aid certifications, credentials, etc., as required by the Contract or by local or state law.
- E. The Contractor shall provide the level of supervision proposed in the technical proposal and agreed to by the Government upon award of the Contract. All supervisors shall be required to sign in on a Contract Security Guard Register Log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.
- F. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.
- G. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this Contract.

### **C-7.4 Special Requirements for Supervisors**

The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual's qualifications and demonstrating that the proposed Supervisor meets the requirements listed here. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests



must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the Solicitation/Task Order. The CO must approve the proposed Supervisor prior to his/her assignment under this Contract.

Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

The COTR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume shall be completed for each supervisor and a copy shall be provided to the COTR.

### **C-8 Work Scheduling Procedures**

- A. 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.
- B. All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.

### **C-9 Reporting Man-hours Provided**

- A. The Contractor shall submit to the COTR, no later than five (5) working days after the last working day of each previous month, a Building Service Contractor Work Report (Work Report) or an equivalent substitute approved by the COTR.
- B. The Contractor shall submit Work Report to the COTR on a monthly basis.
- C. The Contractor or its agent shall certify the accuracy of the report.
- D. This report will be used by the Government to verify compliance with the man-hour requirements of the Contract.

### **C-10 Contract Guard Labor Category**

Only DOL category **Guard II** security guards may be utilized to perform services under this Contract. All category Guard II security guards must be firearms qualified. Any attempt by the Contractor to compensate guard II security guards at an hourly rate of less than that established for a guard II during the performance of this Contract will be considered a breach of Contract and will be grounds for termination for cause

### **C-11 Contract Effort Required**

#### **C-11.1 Contract Effort Required – Productive Hours**

The minimum productive hours required by the Government will be specified on each task order issued. See Exhibit 1, for further details on the estimated man-hours of service required by the Government.

#### **C-11.2 Contract Effort Required – Supervisory Hours**

- A. Specific hours of supervision will be required under this Contract per the contract's post exhibits. The Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance

by the productive security guards over the course of this Contract, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the Contract upon Contract award. See Section C-7 for further information regarding supervisory security guard duties and responsibilities. Not providing the required supervisory hours as specified in the post exhibits will result in a deduction per Section C-26 of this Statement of Work.

- 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.
- C. All costs associated with the Contractor's Supervision, other than what is required by the contract and the post exhibits, must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

### **C-11.3 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) estimated in the schedule. Additionally, the reserve force shall be of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled Contract security guard absences. All reserve security guards must meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. 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.

### **C-12 Limitation on Labor-hours to be Provided by Individual Employees**

- A. 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.
- B. The Contractor shall be responsible for compensating security guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices; they will not be itemized or paid for separately by the Government after Contract award.
- C. The limitation on hours may be verbally waived by the COTR in emergencies, which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).
- D. The Government has the authority to assess deductions from Contract payments for all hours or parts of hours where security guards exceed the 12-hour on-duty limitation. For each hour or part thereof where a security guard works over 12 hours without prior approval by the COTR, FPS will deduct the hourly rate plus the hourly cost of a FLEP at the GS-8 rate. See Section C-26 for further information on deductions.

### **C-13 Relief and Lunch Breaks**

- A. Where required at certain specified posts (Attachment 1), all full-time productive security guards working a minimum 8-hour shift shall be provided a paid 15-minute break for every 4 hours the security guard is scheduled to work. The relief break should normally be scheduled in the middle of each 4-hour period. A 30-minute unpaid lunch break shall be made available to all security guards working a shift longer than 8-hours. However, a 30-minute paid lunch break shall be provided only to those individuals on posts that are required to remain on post during lunch hours.

- B. Where required at certain specified posts (See Attachment 1), all security guards working a 6 hour shift shall be provided one 15 minute paid break and a 30 minute unpaid lunch break. Part-time productive security guards working a minimum of 4 hours shall be provided a paid 15-minute break for every 4 hours the security guard is scheduled to work.
- C. A separate sign-in/sign-out log shall be used for the relief security guard to sign in and out of each post for all relief breaks.
- D. The costs to cover relief and breaks for the productive security guards must be included in the offering price, as they will not be itemized or paid for separately by the Government.
- E. The Contractor must provide a replacement security guard for each employee during relief periods. Unless otherwise specified, patrol (rover) guards and supervisors must not be used for replacement.
- F. **IMPORTANT NOTE:** Continued failure, as determined by the CO, by the Contractor to furnish required relief breaks to security guards shall be considered a material breach of Contract and may result in termination for cause.

## **C-14 Training**

### **C-14.1 General**

- A. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials will not be required to take the training until their suitability adjudication expires. Prior to the expiration of their suitability adjudication, those security guards must complete the required training. All newly hired Contract security guards with no prior experience under the predecessor or other current FPS security guard service Contract must take the following training and pass the written examination prior to working under this Contract.
- B. All Government-provided training and testing for this Contract shall be provided at the locations specified in Section F-1.1.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications. FPS must be afforded the opportunity to observe all training, certifying, and qualifying activities. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after Contract award.
- D. The CO, COTR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract. The Contractor shall be responsible for providing the CO a copy of the training schedule within 10 days after award of the Contract and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Attachment 2, Exhibit 4.

### **C-14.2 Training Requirements by Position**

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown

below are located in Attachment 2, Exhibits 4A, 4B, 4C, 4D, 4E, and 4F of this Solicitation/Contract. Certifications of training are required for individual Contract employees.

#### **C-14.2-1 Security Guards (Productive and Supervisory)**

- A. All productive and supervisory security guards working under this Contract must take the following training at the time periods specified in the following chart. The Government will provide to the Contractor one copy of the 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 should be provided to Contractor's employees on the first day of their basic training course.
- B. Basic training, FPS "orientation" training, Written Exam, Magnetometer/X-Ray training, and current FPS Basic Firearms Training are "one time only" courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contractor's employees. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. 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. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. The written examination is based entirely upon the *Security Guard Information Manual*.
- C. Current FPS basic annual firearms re-qualification does not require specific additional training; rather, it involves the Contract employee's ability to pass the current FPS firearms qualification standards, as established by the Federal Law Enforcement Training Center (see Attachment 2, Exhibit 4E). However, the Contractor shall be responsible for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.
- D. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. See Attachment 2, Exhibit 4D, for further information regarding the subject matter to be covered during this training.

#### **C-14.2-2 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 (see Attachment 2, Exhibit 4B). Following completion of basic training, the supervisors will be required to take and pass a basic written examination as referenced in Attachment 2, exhibit 4A.
- 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.

#### **C-14.3 Written Examination**

- A. Upon the Contract employees' completion of the Basic Training and a favorable pre-employment suitability, the Contractor must schedule a Government-administered written examination with FPS that will test their employees' familiarity with and understanding of the information contained in the SGIM after the Contract employees (productive and supervisory) successfully complete the applicable course. 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. **IMPORTANT NOTE:** No waivers will be granted regarding the testing policies and procedures stated above.

#### **C-14.4 Weapons Training and Qualification**

- 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 session. Of the forty hours, thirty-two- (32) hours will be actual training/shooting time on a firing range. (See Attachment 2, Exhibit 4E.) **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 cost of ammunition should be factored into the offering price, as it will not be itemized or paid for separately by the Government. The CO will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after Contract award.
- B. A contract employee may take the firearms range re-qualification two (2) times within thirty days (30)-day period. However, before the test can be taken a second time the contractor must provide a minimum of eight (8) hours of remedial training. After failing the second test, range re-qualification may not be attempted for a period of six (6) months. The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the 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.
- C. 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 using the weapon specified in this contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the Contract employee **shall not** exempt the Contract employee from the annual range qualification requirements.
- D. **Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using current FPS targets only.** The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this Contract and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
- E. Annual firearms re-qualification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center practical course (See Attachment 2, Exhibit 4E) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.
- F. 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.
- G. FPS Law Enforcement Personnel, weapons instructor, or trained representative may witness the firearms qualification for each Contract employee to ensure that each Contract employee has sufficient knowledge of

firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this Contract.

- H. The Contractor must provide the necessary weapons and ammunition for training and qualifications. The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to an FPS Training Center, if an FPS Training Center is used to conduct range qualifications. All Contractor-provided weapons used for qualifications of Contract employees shall be inspected and approved by an FPS Training Instructor prior to use on any Government firing range. No Contract employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.
- I. If applicable, contract guards will be authorized to carry the M-16/M-4 or 12-Gauge shotgun after they have met specific DHS qualifications:
  - 1. Trained and proficient in the use of the M-16/M-4 and 12 Gauge shotgun to meet DHS standards (DHS/ICE course of fire).
  - 2. Trained and equipped to use non-deadly and up to deadly force to meet DHS Use of Deadly Force Policy, 1 July 2004.
  - 3. The Contractor shall certify, in writing, that the employee possesses the temperament, maturity, and judgment to make reasonable and correct use of force decisions under pressure.

#### **C-14.5 Minimum Age for Firearms Licensing**

- A. Notwithstanding the minimum age requirement cited in paragraph C-4 above, 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.

#### **C-14.6 FPS-Specific Training**

- A. All Contract employees must receive FPS-specific training prior to working under this Contract. 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. The subjects that will be covered by the training include:
  - 1. General information and special orders for the facilities to be protected under this Contract;
  - 2. Operational procedures for security systems and security equipment used in the protected premises; and
  - 3. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. See Attachment 2, Exhibit 4C, for the complete syllabus on the FPS-specific Government provided training.
- D. 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 CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

#### **C-14.7 Government-Provided Magnetometer/X-Ray Training**

- A. All Contract employees shall receive eight (8) hours of Government-provided training on the use and handling of magnetometers and or x-rays, where applicable.
- B. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion. The certificate shall be filed in each Contract employee's personnel file.

#### **C-14.8 CPR/AED/First Aid Training**

- A. 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 the period stated on the card(s). Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 8 hours and 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 based on Red Cross or American Heart Association techniques.** If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COTR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.
- B. First Aid training and certification shall be valid for a period of two (2) years. Upon the two-year expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- C. Security guards or uniformed supervisors who possess valid CPR, AED and First Aid credentials will not be required to re-take the training until their credentials expire.
- D. 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. A post is considered "open" if manned by unqualified contract employees.
- E. Under no circumstances shall the Contractor require the Contract employee to incur the expense of CPR/AED or First Aid training/ recertification without providing full remuneration to the employee within fifteen (15) days of the employee's completion of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.

#### **C-14.9 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 (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this Task Order.
- 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 provide remuneration to 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. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training when training is required.

#### **C-14.10 Training of Replacement Employees**

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

#### **C-14.11 Schedule of Provided Training and Testing**

The Contractor shall schedule and coordinate Government provided training and testing with the Federal Protective Service Training Center. See Section F-1.1 for locations of training facilities.

**NOTE:** Government training can only be scheduled after the CO awards a Contract.

#### **C-14.12 Government Provided Training - Failure to Attend**

- A. The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. Absences by Contract employees at scheduled training have an extremely adverse effect on FPS's security guard Contracting program.
- B. 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.
- C. An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours advanced notice or an acceptable excuse. Acceptable excuses are medical emergencies of the security guard and the security guard's immediate family (spouse, children, parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability.
- D. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours' advance notice or an acceptable excuse.
- E. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Reported emergencies that are considered unacceptable by the Government may result in the Contractor being placed under an unexcused absence situation.
- F. The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the security guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the Contract may be seriously delayed by the unexcused absence(s).

#### **C-14.13 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 may the Contractor work any Contract employee under a temporary waiver without the CO's written consent of the waiver request. If the CO grants a temporary waiver for the time frame requested by the Contractor, the Contractor must abide by that time frame and, upon expiration of the temporary waiver deadline date, must either have completed the training/testing requirements or must remove the affected Contract employee(s) from the Contract until such time as the requirements are successfully completed.

Under no circumstances will the CO permanently waive the training and testing requirements as described in this Section (Section C) for any Contract employee.

#### **C-15 Medical and Physical Qualifications**



### C-15.1 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 or without 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.

The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

### C.15.2 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. 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.
- 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. (See Attachment 2, Exhibit 6A.) The Contractor shall submit a completed SF 78 for each employee to the 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 Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
  - 2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
  - 3. **Speech:** 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.

### **C-15.3 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:
  1. Subduing violent or potentially violent individuals;

2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
  3. Work under occasional tension or pressure;
  4. Work alone while armed;
  5. Frequent and prolonged walking, standing, sitting, and stooping;
  6. Wearing of body armor;
  7. Apply Handcuffs;
  8. Use of handgun, make shoot/no-shoot decision with handgun, fire handgun;
  9. Occasional running or sprinting;
  10. Respond to life threatening or emergency situation;
  11. Climb while in pursuit or in an emergency situation (stairs);
  12. Pull oneself over an obstacle;
  13. Lift/carry/drag/pull/push heavy objects;
  14. Physically subdue or engage in confrontation;
  15. Physically control crowds or by-standers;
  16. Pursue suspects on foot and subdue combative person after running in pursuit.
- B. Physical stamina and all of its elements (endurance, strength, fortitude, physical tolerance, etc.) is a basic requirement of this position. 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.
- D. The Contractor shall ensure that all uniformed employees assigned to work under the Contract/ task order are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without 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, if any, to provide, at its own expense. The Contractor, not Government, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.
- E. Following are the essential job functions for uniformed employees working under the Contract:
1. 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.

2. 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).
3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
4. 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.
5. 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.
6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
7. 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
8. 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.).

**C-15.4 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):

<b><u>Substance</u></b>	<b><u>Cutoff Level (ng/mL)</u></b>
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 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.

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<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.

- 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.

**C-15.5 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 COTR 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 C-15.4 above.
- B. Contract employees who undergo either random or targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the Contract employee(s) to take the test. In the event that the results are positive, the Contractor shall **immediately** remove the Contract employee(s) with a positive reading from the Contract and **immediately** inform the 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.

**C-16 Conduct of Contractor Personnel**

General

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.

Each Contract employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COTR have the authority to cause the retraining (at the Contractor’s expense), suspension, or removal of any Contract employee from the contract who does not meet and adhere to the Standards of Conduct as required in this Contract and the SGIM.

The Government may request the Contractor to immediately remove any employee from any or all locations where the contractor has contracts with the Federal Protective Service should it be determined that the employee has been disqualified for either 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 Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable delinquencies or violations of the Standards of Conduct.

The Contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:

Disturbing papers on desks, opening desk drawers or cabinets, or using Government equipment (i.e. computers, telephones, etc.) except as authorized by this Contract and the post orders.

Violations of the Federal Management Regulations Subpart C, *Conduct on Federal Property* (41 CFR 102-74) (see Attachment 2, Exhibit 7).

Using personal electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc. while on duty.

Using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.).

Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.

Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Government.

Theft, vandalism, immoral conduct, or any criminal actions.

Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.

Improper use of official authority or credentials.

Unauthorized use of communications equipment or Government property.

Violation of security procedures, Post Orders, memoranda, regulations, or other directives.

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

Failing to demonstrate courtesy and good manners toward building occupants, Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from post. Continued complaints shall be cause for removal from the contract .

Unauthorized use of Government property inclusive of communication equipment, phones or radios, credit cards, travel vouchers or automobiles. The Contractor shall pay for any unauthorized telephone calls or use of credit cards. Violators shall be subject to criminal prosecution.

Conducting personal affairs during official time including entering into business arrangements or giving legal advice to persons while on government property.

Entertaining, socializing with visitors, building tenants, friends and family members, or other security guards while they are on break or off-duty.

Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on government property, or granting special favors to agency employees, family members, and their friends.

Disclosing any official information or making any news or press releases.

Engaging in audacious or demeaning discussions concerning Government internal matters, policies, grievances, legal issues, or personalities; or financial, personal, or family matters with building occupants, family members, the public, or any known associate of the above.

Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issue shall require the expressed approval of the COTR.

Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties. Violating security procedures or regulations.

Unauthorized post abandonment. Not remaining on duty until properly relieved. Deserting a duty post.

Receiving traffic violations, notices, tickets (unless favorably adjudicated) while in the course of official duty. Violating or permitting others to violate agency parking procedures or regulations.

Gambling or unlawfully wagering or promoting gambling.

Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).

Accepting or soliciting gifts, favors, or anything of value in connection with official duties.

Displaying unethical or improper use of uniform, uniform badge and/or other Government identification for other than official business while on or off duty.

Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, any records, investigations, or other proceedings.

Knowingly making false statement(s) about other contract employees/officials, Government employees, or the general public.

Involvement in any form of discrimination or sexual harassment of other contract employees, Government employees or members of the general public as prescribed by law.

Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.

Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas as determined by the COTR.

Employment, with or without compensation, by any foreign government, firm, corporation, or individual that is either controlled or managed by any foreign government.

Employment as a Government or contract employee of Government, or any other position that would constitute a real or apparent conflict of interest.

Misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.

All Contract personnel are expected to behave courteously and professionally toward all persons encountered in the performance of Contract related duties, including Federal employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Contract.

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-17 Government and Contractor Furnished Property**

### **C-17.1 Government furnished Property (Use, Accountability, and Care)**

See Attachment 2, Exhibits 3A, 3B, 3C, and 3d for further details and specifications of Government-furnished property.

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 used in performance of this Contract.**

- A. 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. See Attachment 2, Exhibits 3A, 3B, 3C, 3D and 3E for a list of specific GFP required for this contract.
- B. The following types of supplies, materials, equipment, and facilities/office space, may/will be furnished as deemed necessary by the Government:
  1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.
  2. Security guard office, furniture and furnishings including locker/dressing rooms, lockers, office equipment, and classroom training facilities, when available.
  3. Building utilities and services will be afforded the Contractor in accordance with established building operations and procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
  4. Limited occupation and use of federally controlled office space, where available, for the Contract Manager and/or Supervisors to conduct official Contract business.
  5. The Government may provide communications equipment and devices as specified in Exhibit 3A for the conduct of official business under this Contract. This may include desktop and mobile computer equipment, desktop and mobile telephones, facsimile machines, xerographic copiers, printers, and 2-way radio equipment.



6. 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.

C. The following administrative and procedural forms will be provided by the Government:

1. All Government administrative forms prescribed for use by Contract employees under this Contract. See Attachment 2, Exhibit 1A for a complete list of required Government forms.
2. Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
3. Operations and maintenance manuals for Government provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.

#### **C-17.1-1 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 will not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall remunerate 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.

#### **C-17.1-2 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. 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 .

#### **C-17.1-3 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 cause. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

#### **C-17.1-4 Malfunctioning Government Property**

The Contractor shall be responsible for reporting to the COTR, the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The FPS Mega Center shall be contacted for reporting of malfunctioning equipment.

#### **C-17.2 Contractor Furnished Property (Use, Accountability, and Care)**

##### **C-17.2-1 Contractor Furnished Property**

- 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. See Attachment 2, Exhibits 2A, 2B, 2C, D2, and 2E for a list of specific CFP required for this contract.

##### **C-17.2-2 Equipment**

- A. The Contractor will be required, as specified in the Exhibits, to furnish some or all of the types of equipment described herein.
- B. Communications equipment as described in Attachment 2, Exhibit 2A. This equipment may include two-way mobile and portable wireless radio equipment, radio base, relay, and repeater equipment, radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.).
  - 1. 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, at its discretion, may identify the radio frequencies to be used by the contractor.
  - 2. 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.
- C. 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, required by the Government. The Contractor shall ensure that Contractor employees obtain all applicable operator's licenses and permits required by law to operate required equipment. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.

- D. Firearms, ammunition, and less-than-lethal weapons as described in Attachment 2, Exhibit 2E. This equipment may include handguns, pistols, O.C. or pepper spray, etc. 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.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, 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, is specified in Attachment 2, Exhibit 2E. The additional ammunition shall be provided, 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 (if applicable), prior to the security guard's tour of duty.
  6. Unless stipulated otherwise in a task order, no firearms or ammunition shall be removed from the premises. All firearms shall be stored UNLOADED in an on-site safe or other security cabinet provided by the Contractor that complies with Government standards for storage of weapons. Ammunition will be stored separately from weapons and secured under a separate lock.
  7. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. A contractor-supplied clearing barrel shall be provided in the designated area for this purpose.
  8. The Contractor shall provide a list of serial numbers of firearms to be used or stored 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. On-site supervisors and security guards shall account for all firearms, and shall make accurate receipt and return entries on the Firearms and Equipment Control Register, DHS Form (to be determined), at the beginning of each shift. The COTR will provide an ample supply of the DHS form.
  9. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS MegaCenter **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the COTR within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

### **C-17.2-3      Uniforms**

- A. The Contractor will be required, as specified in Attachment 2, Exhibit 2C, to furnish some or all of the types of uniform items described herein. The type of uniform to be used on this Contract will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of Contract award. The table below shows the standard required uniform components and the recommended quantities of the components:

- 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 FPS law enforcement personnel. 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. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.
- D. Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COTR; however, all security guards on any one shift must be in the same uniform with the same sleeve length.
- E. Shoes shall be low quarter or high-topped boot with police or plain toe and standard heel. The color of the shoe shall be standard black. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the Contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.
- F. Uniform accessories and equipment and the wearing of them shall conform to standards and usage prescribed and in effect for FPS Law Enforcement Personnel. The color of uniform accessories and equipment shall be standard black. All security guards shall wear the same color and style or type of uniform accessories and equipment. Specific uniform requirements and quantities are listed in Attachment 2, Exhibit 2C.
- G. Security guards are expected to comply with standards for wear and care of uniform items. The proper wear of uniforms and the care of uniforms and equipment is covered in the Contractor provided training and the *Security Guard Information Manual*. The SGIM will be used as the standard for the wear and care of uniforms and equipment.

**C-17.2-4 Supplementary Equipment**

- A. The Contractor will be required, as specified in Attachment 2, Exhibit 2D, to furnish some or all of the types of supplementary equipment items described herein. Attachment 2, Exhibit 2D identifies which security guard post shall be equipped with the required supplementary equipment that may include the following:
  - 1. A notebook and pen
  - 2. A flashlight with holder
- B. Security guards shall not possess any unauthorized supplemental or personal equipment, such as privately owned (e.g., equipment not issued by the Contractor or required by the Contract) firearms, knives, "come-alongs", or other such nonstandard items. Security guards who are found to possess such unauthorized equipment while on post shall be removed from the contract.

**C-18 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 the central control point and shall contain complete duty instructions for emergency procedures.
- C. A separate loose-leaf binder shall be furnished by the COTR 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. The 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. *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). This 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.

## **C-19 Security Guard Certification / Security Requirements**

### **C-19.1 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 security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 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 C-15);
  - 2. Submit the suitability package to the FPS Contracting Officer's Technical Representative 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 FPS COTR for an FPS certification card:
    - a. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility. (See Attachment 2, Exhibit 11.)
    - b. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and

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

- c. A 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.
  - d. A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenberg Amendment that states s/he has not been arrested for or charged with any offense related to domestic violence. The COTR shall provide the contractor with an adequate supply of these forms (See Attachment 2, Exhibit 1B). This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's semi annual firearms re-qualification.
- C. FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the contract. FPS will then laminate the completed form and issue it to the Contractor.
  - D. No guard or supervisor shall be permitted to work under this Contract without a valid certification card.
  - E. The certification card shall be worn on the outermost garment of the guard's uniform.
  - F. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/First Aid card and a valid firearms permit.
  - G. 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.

**NOTE:** Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification). See Attachment 2, Exhibit 11 for the list of individual certification elements.

**IMPORTANT NOTE:** 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.

### **C-19.2 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.

### **C-19.3 Suitability Determination / Entry on Duty Decision**

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable

entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

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

#### **C-19.4 Suitability Adjudication**

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

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

- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. **Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal.** Disqualifying information includes but is not limited to the following:
  - 1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
  - 2. Possessing a record of arrests for continuing offenses;
  - 3. Falsification of information entered on suitability background investigation forms.
- G. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 3- year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). **The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made.** The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).
  - 1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
  - 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- H. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.
  - 1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level



indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.

2. Lawful Permanent Residents who have been investigated and approved by Components prior to the issuance of this MD to work on unclassified contracts may remain in the present position. However, they 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.

## **C-20 Security Clearance Requirements**

### **C-20.1 Background Investigations**

- A. In addition to meeting the FPS background suitability check described in Section C, 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 Attachment 2, 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 Part III, Attachment 2, Exhibit 6A, Security Clearance Requirements).
- D. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- E. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.

- F. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contract employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

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

**IMPORTANT NOTE:** Be advised that unless an applicant/employee has resided in the U.S. for three 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.

### **C-20.2 Access To Classified Information (Contractor)**

- A. The Department of Homeland Security (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 Attachment 2, Exhibit 6C *Security Suitability 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 Attachment 2, Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, 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. If access to classified information is required as identified in Attachment 2, Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the NISPOM 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.

### **C-20.3 Continued Eligibility**

- A. 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 Security Office must be notified of all terminations/resignations within five 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.

**C-21 Personal Appearance and Grooming Standards**

- A. 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 may consider a post as being unfilled if occupied by a security guard who is out of uniform.
- B. The personal appearance and grooming standards required by this contract are listed below:
  - 1. 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.
  - 2. 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.
  - 3. 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.
  - 4. Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a contract employee display, or cause to be displayed, any contractor insignia or logo while on duty without written approval of the COTR.
  - 5. 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.
  - 6. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.

7. 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.
8. 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.
9. The face shall be kept clean-shaven unless the individual's faith requires the individual to wear a beard. Facial hair exceeding regulation length should be kept clean, trimmed and combed and present a tidy and professional appearance. Wearing a beard is also authorized by the COTR if prescribed by a board-certified medical doctor 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 120 days.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. Guards may carry objects of religious significance that the individual's faith requires the individual to carry on his person, provided the object is worn discreetly – under the uniform whenever possible – and does not interfere with the wearing of the uniform. FPS will permit any guard authorized to carry a firearm to carry a kirpan of reasonable length, when worn discreetly under the uniform. A guard who carries the kirpan must notify his supervisor that he is carrying it, and should address any questions about the right to carry it to his supervisors, who are receiving specific guidance from FPS.

**C-22 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.
  1. 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.

2. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
3. While the appeal is being considered, the Contractor **shall not** permit the employee to work under this Contract.

**C-23 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 either the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
1. Application for employment, including DHS 176, 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 all 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. A copy of most recent Medical Evaluation (SF 78);
  11. Results of all drug screenings administered (both pre- and post- employment);
  12. A copy of DHS the certification card;
  13. A copy of all firearm licenses and certifications required by state and local regulations;
  14. Records of guard's suitability information (including date current suitability expires);
  15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
  16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
  17. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
- B. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every Contract employee's file.

1. 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).
2. 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.
3. 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.

**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 cause. Under no circumstances whatsoever will the Government tolerate falsification of required documents.**

#### **C-24 Contract Transition**

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the Contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- C. The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after Contract award. The Service Contract Act does not require the predecessor Contractor to provide this information earlier than 10 days prior to the predecessor Contract ending date; however, the Government will request cooperation by the predecessor Contractor to provide this information upon award of this Contract.
- D. The Contractor shall provide a Transition Management Plan within five (5) working days after award of the initial task order that should include details of the following elements:
  1. A strategy for implementing supervisory functions,
  2. The process for transitioning predecessor employees,
  3. Equipment inventory and maintenance plan,
  4. Weapons security and maintenance plan,
  5. Ammunition management plan,
  6. A plan for establishing a reserve force and the current status of staffing levels,
  7. A progress report on obtaining permits, licenses, and registrations,

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

#### **C-24.1 Phase-Out of Contract and Continuity of Services**

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

#### **C-25 Performance Evaluations**

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the Contract by the Contractor. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contractor. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given, in order to demonstrate the Government's good faith and paramount intention to obtain successful performance by the Contractor.
- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Contract file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation.
- C. The Government shall have the express authority to share the findings (either general or specific) of the performance evaluation reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.
- D. The Government shall use the performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future Contract(s) to the Contractor.

#### **C-26 Government-Provided Quality Control, Inspection, and Monitoring**

- A. Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the government will use multiple means of inspection. People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to DHS/FPS. DHS/FPS will follow up as is appropriate with each such report. If appropriate, DHS/FPS will then advise the Contractor of the commendations or complaints received. DHS/FPS works in partnership with client Federal agencies who reimburse DHS/FPS for contracted

services. The staff and management of these Federal agencies will be supplementing FPS's own inspection and monitoring program with formal and informal observations and reports.

- B. The Government shall use any and all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the guards' actions; and surveys of building tenants regarding the guards' performance (including the guards' professionalism, courtesy, and knowledge of their assigned duties). Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by DHS/FPS customer surveys and other agency reviews of the Contractor's performance.
- C. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during an inspection/quality control exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).
- D. The Government may assess price deductions for services not rendered according to this SOW's requirements in accordance with contract clause 52.212-4. Refer to Price Deductions for further information on deductions.

#### **C-26.1 Performance Reviews**

- A. The COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance reviews to discuss the results of the Government's quality assurance findings and the Contractor's overall performance of the Contract. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contract. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance review being given.
- B. The Government shall formally review the Contractor's performance *at the end of each performance period*. The Contractor shall be permitted to respond, in writing, to the findings of the performance review. Both the performance review and the Contractor's response shall be filed in the Government's Contract file. Where the Contractor fails to respond in writing to a performance review, the government will assume the Contractor's complete agreement with the findings of the performance review.
- C. The Government shall have the express authority to share the findings (either general or specific) of the performance review reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.
- D. The Government shall use the performance reviews 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)/contract(s) to the Contractor.

#### **C-26.2 Inspection and Acceptance**

ACCEPTABLE LEVELS OF PERFORMANCE. When the Contractor fails to provide the services at the performance standards required by this contract, the Government shall assess a negative incentive expressed as a deduction for each instance of unacceptable performance or non-performance with "the Deduction Schedule" below. The Government shall deduct the amounts from the next monthly invoice payment.

#### **C-26.3 Price Deductions**

Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. See FAR 52.212-4. The Government shall require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the



government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.

The Government may either accept in part or decline altogether deficient services rendered by the Contractor. Following are criteria for deductions that the Government may take as a result of deficient performance.

**C-26.4 Deduction Criteria**

A. Deduction for Failure to Provide Equipment, Materials, and Uniforms

In the event the Contractor fails to provide uniforms or equipment as approved by the CO, the CO will make an equitable adjustment in the contract price for the period of deficient performance. In determining the amount of the adjustment, the CO will use as a basis the amount it would cost the Government to obtain the item(s) which the Contractor failed to provide through rental, lease, or purchase. If the item is able to be rented or leased, the Government will deduct the rental/lease cost on a per shift basis when deficiencies occur. If the item is not readily available for rent or lease and must be purchased, the Government will deduct the full cost of the purchased item for the initial violation. Additional deductions will not be made for subsequent violations involving the same item, by the same employee. This will be the basis for adjusting payments regardless of whether the Government does in fact supply the item.

B. Deduction for Deficient Equipment, Uniforms, Appearance, etc.

In the event a Contract employee is provided with defective equipment, defective uniforms, or his/her appearance is unsatisfactory, weapons unclean, etc., the COTR or his designee(s) shall, in writing, call the attention of the Contractor to the deficiency and request the deficiency be corrected within such time as the COTR or his designee(s) deems reasonable. If the Contractor does not correct the deficiency within the specified time, an FPO, Inspector, or other Government employee will assume the duties of the Contract guard until such time as the Contractor corrects the deficiency, and the CO shall deduct the costs of providing the service from the Contractor's next monthly payment.

**IMPORTANT NOTE: In no instance shall the Government deduct less than the Contractor's established applicable hourly rate or deduct more than \$50.00 per hour for the productive services.**

C. Deduction for Loss, Damage, Destruction, or Unauthorized Use of Government Property

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

D. Deduction for Failure of Guards to Attend Scheduled Government Training

In the event the Contractor schedules a guard to attend training or firearms qualification on a pistol range but the guard has an unexcused absence, the CO will make an equitable adjustment in the Contract price for the number of hours the guard is absent. In determining the amount of the adjustment, the CO will use as a basis the hourly rate paid to the instructor or qualifying official, plus any additional relevant costs, such as the costs for materials related to the training and all expenses related to travel, lodging, etc.

**C-26.5 Deduction Schedule**

The deduction rate for failure to provide required level of service shall be the established hourly rates contained in the final contract as awarded.

Deficiency	Deduction
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1	Unarmed guard working in armed guard position	100% of the hourly rate for each hour employee works
2	Guard working without valid FPS Certification or Suitability Clearance	100% of the hourly rate for each hour employee works
3	Failure to provide requested relief breaks	Hourly rate, pro-rated for amount of relief not provided
4	Backfill required by FPS personnel	No less than 100% of the hourly rate and no more than \$75 per hour of FPS services
5	Failure to provide uniforms or equipment	100% of the hourly rate for each hour employee works
6	Failure to provide vehicle performance	Based on pro-rated share on Contractor's actual costs
7	Loss, Damage, Destruction, or Unauthorized Use of Governmental Property	Actual cost to replace, repair, or "make whole" the affected property.
8	Failure to provide productive hours	100% of the hourly rate for each hour the post is open
9	Failure to provide supervisory hours	100% of the supervisor hourly rate for amount of hours not provided

**C-26.6 Deduction supplement**

In addition to the deductions listed above, FPS reserves the right to deduct costs for the following:

Failure to qualify or re-qualify at firearms training - An FPS representative will witness the firearms qualification for each employee to ensure that each employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor is responsible for ensuring that each employee is capable of qualifying prior to the day of qualification. If an employee fails to qualify on a given day, the cost for the FPS representative to witness the training can be deducted from the Contract. (This rate can be between \$30.00 - \$75.00/hr depending on the representative.) If there are multiple employees qualifying on a given day and some employees do not pass, the amount to be deducted can be prorated. Employees will be permitted no more than two attempts at qualification on a given day.

Failure for not notifying the FPS representative of a cancellation of training or qualification class - Notice must be given at least 24 hours before the scheduled start time of class. Failure to provide proper notification may result in the contractor being charged for the cost associated for the FPS representative to be present if the class was actually held.

**C-27 Contract Clauses**

The following clauses are hereby incorporated by reference and are applicable to the contract:

- FAR 52.204-2 Security Requirements (AUG 1996)
- FAR 52.204-7 Central Contractor Registration (JUL 2006)
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (NOV 2006)
- FAR 52.216-18 Ordering (OCT 1995)
  - (a) issued from Date of Award through Five Years
- FAR 52.216-19 Order Limitations (OCT 1995)
  - (a) less than \$25.00
  - (b)(1) in excess of \$3,500,000
  - (b)(2) in excess of \$3,500,000
  - (b) (3) within 15 days
  - (d) within 5 days
- FAR 52.216-22 Indefinite Quantity (OCT 1995)

	(d) November 30, 2012
FAR 52.217-8	Option to Extend Services (NOV 1999) ...within 30 days before the expiration of the contract.
FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) ...within 30 days 60 months
FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997) At least the minimum coverage specified in FAR 28.307-2 (a) and FAR 28.307-2 (b)
FAR 52.232-18	Availability of Funds (APR 1984)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.245-9	Use and Charges (AUG 2005)
HSAR 3052.215-70	Key personnel or facilities (DEC 2003)
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)
HSAR 3052.228-70	Insurance (DEC 2003)
HSAR 3052.242-71	Dissemination of Contract Information (DEC 2003)
HSAR 3052.242-72	Contracting Officer's Technical Representative (DEC 2003)
HSAR 3052.245-70	Government Property Reports (JUN 2006)

The following contract clauses are hereby incorporated by full text:

**52.212-4 -- Contract Terms and Conditions -- Commercial Items (Feb 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for termination unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. 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.

(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.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services

not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

The specification.

(t) *Central Contractor Registration (CCR).*

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2)

(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;

(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 (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(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.

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.

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.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2007)**

(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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 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 (Jul 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 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 (Sep 2006)(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.

(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 (Sep 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 (Oct 1999)(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).
- X (15) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- X (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (18) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- X (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (23) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (24) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (25) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Nov 2006) (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, and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (30) 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)).

\_\_\_ (31) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (33) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (34) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (36) (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.

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(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.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

X (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.*).

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF BASIC HOURLY RATES AS FRINGE BENEFITS</u>	
Guard 2	\$ 16.67	Retirement	24%
		Health Insurance	3.5%
		Life Insurance	.5%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

New Year's Day                      Martin Luther King's Birthday                      President's Day

Memorial Day  
Columbus Day  
Christmas Day

Independence Day  
Veterans Day

Labor Day  
Thanksgiving Day

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.

X (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.*).

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(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 (Sep 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, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 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.

## INVOICING

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 11 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 to ensure prompt payment provisions are met. The FPS Region number 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.

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.
  - (D) Invoices shall separately list amounts due for basic and emergency services.

Invoices without the above information may be returned for resubmission.

## **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 Order begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.

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

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

D. To verify the monthly payment for productive man-hours, the Contracting Officer's Technical Representative may compare the man-hours required in the Order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100%

comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose an Order deduction. For example, if the Order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the Contracting Officer.

#### **HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun 2006)**

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

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

(1) Within 60 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

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

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the

Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

#### **HSAR 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.

#### **HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)**

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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



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

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

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: \_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

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

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

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

#### **52.219-71 Section 8(a) Direct Awards (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 district office is:

*SBA Philadelphia District Office, 900 Market Street, 5<sup>th</sup> Floor, Philadelphia, PA 19107*

(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 52.219-147, Limitations on Subcontracting.

## LIST OF EXHIBITS

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**EXHIBIT 1A**

**REQUIRED ADMINISTRATIVE FORMS**

<b>Form Number</b>	<b>Form Title</b>
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
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination
	Security Guard Duty Register
139	Record of Time of Arrival and Departure from Building
	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record

**EXHIBIT 1B**

**Lautenburg Statement**

**Public Law 104-208 & Title 18 USC Sections 921, 922 and 925**

1. Public Law 104-208 has amended Title 18, United States Code, Sections 921, 922 and 925, making unlawful for any person convicted of a misdemeanor crime of domestic violence (spouse abuse, parent abuse, child abuse, etc.) to ship, transport, possess or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.
  
2. Therefore, anyone ever convicted of the subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence can NOT possess a firearm or ammunition, such a person may NOT perform as an armed Contract employee.
  
- 3a. Have you ever been convicted of a misdemeanor crime of domestic violence, as defined by 18 U.S.C. §921(a)(33)?

YES \_\_\_\_\_ NO \_\_\_\_\_

3b. If you answered YES, provide the following information with respect to each conviction:

- a. Court/Jurisdiction:
- b. Docket/Case Number:
- c. Statute/Charge:
- d. Date Sentenced:

3c. I certify that, to the best of my information and belief, all of the information provided by me here is true, correct, current, complete and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal law, including 18 U.S.C. §1001.

Signature \_\_\_\_\_ Date Signed: \_\_\_\_\_  
:

Name: \_\_\_\_\_  
(Print your complete legal name)

## EXHIBIT 2A

### CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

**1. Facilities:**

**2. Equipment:** 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
Radio, portable, handy-talkie with Helifex antenna	1 ea.
Charger, rapid rate, with legs	1 ea.
Charger, rapid rate, slim-line, desktop	1 ea.
Battery, rapid rate nickel-cadmium	1 ea.
Standard carrying case, slim-line size	1 ea.
Base Station	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 his authorized Representative 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, Federal Protective Service law enforcement personnel, supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the **[INSERT GEOGRAPHIC REGION]** 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 Contracting Officer's Representative.

**EXHIBIT 2B  
CONTRACTOR FURNISHED VEHICLE REQUIREMENTS**

**1. Facility:**

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

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, 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:**

	<b>Vehicle Type</b>	<b>Estimated Daily Hours</b>	<b>Days Per Week</b>	<b>Estimated Miles Per Day</b>
1	No Vehicles Required			
2				
3				
4				

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

**EXHIBIT 2C  
CONTRACTOR FURNISHED UNIFORM ITEMS**

**1. Facility:**

**2. Uniforms: Contractor Furnished Uniform Items**

The Contractor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the Contract. Badges, patches and other approved devices worn on the uniforms shall carry distinctive markings of the company in compliance with applicable state and local laws.

**3. Uniform Requirements:**

<b>Uniform Components</b>	<b>Description / Color</b>	<b>QTY</b>
Body Armor	Concealable NIJ IIA with white carrier	0
Shirt, long sleeve	White with Insignia, shoulder patch	4
Shirt, short sleeve	White with Insignia, shoulder patch	4
Trouser, all season weight	Dark Gray*	2
Necktie	*	2
Jacket, winter, patrol type (Reefer style)	*	1
Cap	Baseball style cap*	1
Gloves, winter (pair)	*	1
Pistol belt (without shoulder strap)		1
Level II firearm retention holster (slide on belt type), w/hammer safety strap, left/right as required (armed security guards/supervisors only) (may change based on weapons spec selected)		1
Ammunition cartridge or speed loader case (armed security guards only) (may change based on weapons spec selected)		1
Duty Belt "Keepers"		4
Expandable or straight Police Baton (with holder)		1
Handcuffs (pair) and keys		1
Handcuff case		1
Key strap with flap (if needed)		
Whistle, with chain attachment (metal)		1
Metal frame cap ornament	White (non-supervisory), Gold (supervisory)	N/A



<b>Uniform Components</b>	<b>Description / Color</b>	<b>QTY</b>
Nameplate, 2-1/2" x 5/8", with 1/4" lettering On	Gold metal with rounded edges. Black or blue lettering (First initial and last name)	2
Boots	Pair, Low Quarter Black	1
Shoes	Pair, Dress Black	1

\* The Contractor has some discretion regarding the color of the uniform pants, ties, etc. based on what they may already be using as uniforms.

**EXHIBIT 2D  
CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT  
REQUIREMENTS**

**1. Facility:**

**2. Supplementary Equipment: Contractor Furnished Equipment Items**

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:**

<b>Equipment Item</b>	<b>Description / Color</b>	<b>QTY</b>
Flashlight and Holder	Two-D-cell type	1 per Guard

## **EXHIBIT 2E CONTRACTOR FURNISHED FIREARMS AND AMMUNITION**

The contractor will provide all security guards, including part-time and reserve guards with one (1) pistol each meeting the following requirements:

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 magazine shall hold a minimum of 10 rounds and not more than 13. 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 trigger pull must not weigh more than 14 pounds and not less than 9 pounds. The single action trigger pull must not weigh more than 6 pounds and not less than 3.5 pounds.

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. The normal function of the pistol shall be single action with double action available for the first shot or second primer strike in case of a failure to fire. The pistol must be operable by a right or left-handed user. The hammer must be exposed. The pistol must allow for the lowering of the hammer from a cocked position to an uncocked position without the manipulation of the trigger while ensuring that a chambered round will not fire.

All safeties must be internal and passive with the exception of an external decocking lever. 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 decocking lever must not be a combination safety-decocking lever. It must be externally frame mounted, and must not be placed within the grasping groove area of the slide.

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 pistol has to have been assembled in the United States.

All firearms and ammunition, when not issued for duty, shall be secured by the contractor in a manner consistent with state and local laws, codes, and regulations, and approved by the COTR.

The contractor will have on-hand a sufficient quantity of appropriate and compatible ammunition to provide to all security guards, including part-time and reserve guards with forty (40) rounds each. In addition, the Contractor shall have on-hand or immediately obtainable an adequate quantity to meet the ammunition requirements for training and qualifications.

The following pistols meet the Government's minimum requirements:

Smith & Wesson M&P 9 MM; 5900 Series in DAO 9MM  
Glock 17 & 19 9MM  
SIGARMS Sigpro 9MM; P226 and P228 in 9MM DAO  
Steyr M Series 9MM  
Springfield Armory XD in 9MM

Ammunition type is authorized:

124 grain Jacketed Hollow Points.

Recommended Brands

Federal  
Speer  
Winchester  
Remington

**EXHIBIT 3A  
GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT  
REQUIREMENTS**

**1. Facilities:**

**2. Equipment:** The Government 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
None	

**3.** The Contractor will provide a listing of radio(s) and associated equipment received from the Government for use on this Contract to the Contracting Officer's Representative.

**4.** The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

**EXHIBIT 3B  
GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS**

**1. Facility:**

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

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.

**3. Vehicle Requirements:**

	<b>Vehicle Type</b>	<b>Hours to be Used</b>	<b>Days Per Week</b>	<b>Tour Restrictions</b>
1	No Vehicles Required			
2				
3				
4				

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

**EXHIBIT 3C  
GOVERNMENT FURNISHED UNIFORM REQUIREMENTS**

**1. Facility:**

**2. Uniforms: Government Furnished Uniform Items**

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.

**3. Uniform Items:**

<b>Uniform Components</b>	<b>Description / Color</b>	<b>QTY</b>
None		

**EXHIBIT 3D  
GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT  
REQUIREMENTS**

**1. Facility:**

**2. Supplementary Equipment: Government Furnished Equipment Items**

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.

**3. Supplementary Equipment Requirements:**

<b>Equipment Item</b>	<b>Description / Color</b>	<b>QTY</b>
None		



**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**

**IMPORTANT NOTE:** 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 must present 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. 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.* It is also incumbent upon the instructor to notify the contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

**64 Hours**

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, 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.
Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a contract Security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Describe police professionalism today, including the expanding use of contract security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement security guards and the contract security guards.
Ethics and	1	Role playing or other interactive methods

Subject	Hours	Scope
Professionalism Part II: Interactive Training		between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, 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. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I:	1	Instructor(s) will discuss the basic knowledge needed for the security guards to

Subject	Hours	Scope
Overview (CHAPTERS TWO AND NINE, SGIM)		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	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, 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 involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various

Subject	Hours	Scope
		jurisdictions involved.
Use of Force (CHAPTER THREE AND APPENDIX FOUR, 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 (CHAPTER THREE, SGIM)	2	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	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 (CHAPTER FOUR, SGIM)	2	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	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, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	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

Subject	Hours	Scope
		in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. 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 (WMD)	4	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as

Subject	Hours	Scope
(CHAPTERS ELEVEN AND FOURTEEN, SGIM)		counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE 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 4B  
SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

The Contractor must present 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**

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Supervisor’s Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a security guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS Contract Requirements	1	Instructor(s) will review basic FPS Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and FPS officials involved in the administration and operation of FPS Contracts. An actual contract will be discussed so that students will be familiar with all aspects of such contracts to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	Instructor(s) will discuss various 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

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

**EXHIBIT 4C  
TRAINING SUBJECTS PRESENTED BY  
THE GOVERNMENT**

The contractor must coordinate with the COTR to present 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. 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.* The Instructor will 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.

**16 Hours**

Subject	Hours	Scope
Rules and Regulations	1	Discuss FPS’s jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the FPS Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	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.

Subject	Hours	Scope
		<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> <li>f. Arrival and Departures;</li> <li>g. Relief Guard Register</li> <li>h. Officer and Inspectors Register;</li> <li>i. Guards Hourly Report;</li> <li>j. Special forms unique to the facility used in the performance of the Contract duties.</li> </ul>
Telephone and Radio Communications	1	<p>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). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.</p>
Role of Local, State and Federal Police Agencies	1	<p>The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups. NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p>
X-Ray and Magnetometer Training	8	<p>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.</p>

**EXHIBIT 4D  
CONTRACTOR PROVIDED REFRESHER TRAINING  
TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

**IMPORTANT NOTE:** 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 must present 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. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

**40 Hours**

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, 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. <i>(Note: FPS will provide the instructor with information on this program to assist in training).</i>
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, 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 (CHAPTER TWO, SGIM)	0.5	Describe police professionalism today, including the expanding use of security guards and indicate by current trends, where it may be headed in the future. Provide

Subject	Hours	Scope
		instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security guards.
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. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
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. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, 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. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.

Subject	Hours	Scope
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, 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. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, 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.
Crimes and Offenses (CHAPTER THREE, 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 be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, 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

Subject	Hours	Scope
		seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, 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. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, 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 (CHAPTER THREE, 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 (CHAPTER THREE, SGIM)	0.5	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, 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 (CHAPTER FOUR, 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 (CHAPTER FOUR, 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, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, 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 (CHAPTER FIVE, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the 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 (CHAPTER SIX, SGIM)	0.5	Acquaint the security guard with the care and caution that must be (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, 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 (types, etc.), sprinkler systems, fire alarm systems,

Subject	Hours	Scope
		and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, 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. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, 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 (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. 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 (WMD) (CHAPTER ELEVEN, 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.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, 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. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, 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. Emphasis shall be placed on gathering as much information as possible and reporting incidents.

Subject	Hours	Scope
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
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 subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	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 4E  
CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND  
QUALIFICATIONS**

The contractor must present 8 hours of basic baton training and certification, 8 hours of firearms classroom training, and 32 hours of live fire training and familurization to all security guards. In addition to the weapons training, the contractor must 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. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Subject	Hours	Scope
Use of Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) 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.

Subject	Hours	Scope
Familiarization Fire	24	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

### Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target

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.

#### 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

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				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.
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

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				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.

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; and

250 = Distinguished Expert.



**EXHIBIT 4F  
CONTRACTOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING  
AND QUALIFICATIONS**

The Contractor must present annual baton refresher training and certification and annual weapons qualification using the course in Exhibit 4E of this Contract. The Contractor must coordinate with the Contracting Officer for FPS to monitor the course of fire. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

**EXHIBIT 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 Section C-9 and Exhibit 4A as required by Contract number \_\_\_\_\_.

The Basic Training was provided from \_\_\_\_\_ (DATE) to \_\_\_\_\_ (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 Title 18, Section 1001, United State Code. 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 Section C-9 and Exhibit 4B as required by Contract number \_\_\_\_\_.

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 Title 18, Section 1001, United State Code. 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 Section C-9 and Exhibit 4C as required by Contract number \_\_\_\_\_.

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 Title 18, Section 1001, United State Code. 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 Section C-9 and Exhibit 4D as required by Contract number \_\_\_\_\_.

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 Title 18, Section 1001, United State Code. 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 Section C-9 and Exhibit 4E as required by Contract number \_\_\_\_\_.

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

The Baton Training was provided from \_\_\_\_\_ (DATE) to \_\_\_\_\_ (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 Title 18, Section 1001, United State Code. 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 Section C-9 and Exhibit 4E as required by Contract number \_\_\_\_\_.

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

The Baton Training was provided from \_\_\_\_\_ (DATE) to \_\_\_\_\_ (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 Title 18, Section 1001, United State Code. Any false or misleading information may be punishable by fine or imprisonment.





**EXHIBIT 6A**

**STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION**

**RESERVED [INSERT ACTUAL COPY OF SF 78]**

**EXHIBIT 6B  
KEY PERSONNEL RESUME**

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

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

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

**CURRENT POSITION WITH THE CONTRACT 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.)

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

**EXHIBIT 6B Continued**

**Employee's Name:**

**SSN:**        -        -

**EDUCATION SUMMARY:**

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

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

**EXHIBIT 6C  
SECURITY SUITABILITY REQUIREMENTS**

Facility Clearance	Required	Not Req'd
Top Secret		
Final Secret		
DHS Suitability		

Personnel Clearance	Post Requirements (or "None")
Top Secret	
Final Secret	
DOE "Q"	
DOE "L"	
NRC "Q"	
NRC "L"	
DHS Suitability	

**NOTE:** 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.

## EXHIBIT 7 CONDUCT ON FEDERAL PROPERTY

### Conduct on Federal Property (Federal Management Regulations)

#### Applicability

##### **§102-74.365—To whom does this subpart apply?**

The rules in this subpart apply to all property under the authority of GSA and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to this part at each public entrance to each Federal facility.

#### Inspection

##### **§102-74.370—What items are subject to inspection by Federal agencies?**

Federal agencies may, at their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

#### Admission to Property

##### **§102-74.375—What is the policy on admitting persons to Government property?**

Federal agencies must—

(a) Except as otherwise permitted, close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by [subpart D](#) of this part, Federal agencies must not close the property (or affected portions thereof) to the public;

(b) Close property to the public during working hours only when situations require this action to provide for the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated official is defined in [102-71.20](#) of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials; and

(c) When property or a portion thereof is closed to the public, restrict admission to the property, or the affected portion, to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other

authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

### **Preservation of Property**

#### **§102-74.380—What is the policy concerning the preservation of property?**

All persons entering in or on Federal property are prohibited from—

- (a) Improperly disposing of rubbish on property;
- (b) Willfully destroying or damaging property;
- (c) Stealing property;
- (d) Creating any hazard on property to persons or things; or
- (e) Throwing articles of any kind from or at a building or climbing upon statues, fountains or any part of the building.

### **Conformity With Signs and Directions**

#### **§102-74.385—What is the policy concerning conformity with official signs and directions?**

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

### **Disturbances**

#### **§102-74.390—What is the policy concerning disturbances?**

All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property that—

- (a) Creates loud or unusual noise or a nuisance;
- (b) Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;
- (c) Otherwise impedes or disrupts the performance of official duties by Government employees; or
- (d) Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

### Gambling

#### **§102-74.395—What is the policy concerning gambling?**

(a) Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 *et seq.*), all persons entering in or on Federal property are prohibited from—

- (1) Participating in games for money or other personal property;
- (2) Operating gambling devices;
- (3) Conducting a lottery or pool; or
- (4) Selling or purchasing numbers tickets.

(b) This provision is not intended to prohibit prize drawings for personal property at otherwise permitted functions on Federal property, provided that the game or drawing does not constitute gambling per se. Gambling per se means a game of chance where the participant risks something of value for the chance to gain or win a prize.

### Narcotics and Other Drugs

#### **§102-74.400—What is the policy concerning the possession and use of narcotics and other drugs?**

Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from—

- (a) Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- (b) Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

### Alcoholic Beverages

#### **§102-74.405—What is the policy concerning the use of alcoholic beverages?**

Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

### **Soliciting, Vending and Debt Collection**

#### **§102-74.410—What is the policy concerning soliciting, vending and debt collection?**

All persons entering in or on Federal property are prohibited from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for—

(a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled “Solicitation Of Federal Civilian And Uniformed Service Personnel For Contributions To Private Voluntary Organizations,” and sponsored or approved by the occupant agencies;

(b) Concessions or personal notices posted by employees on authorized bulletin boards;

(c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454);

(d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under 40 U.S.C. 581(h). Public areas of GSA-controlled property may be used for other activities in accordance with [subpart D](#) of this part;

(e) Collection of non-monetary items that are sponsored or approved by the occupant agencies; and

(f) Commercial activities sponsored by recognized Federal employee associations and on-site child care centers.

### **Posting and Distributing Materials**

#### **§102-74.415—What is the policy for posting and distributing materials?**

All persons entering in or on Federal property are prohibited from—

(a) Distributing free samples of tobacco products in or around Federal buildings, as mandated by Section 636 of Public Law 104-52;

(b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in [102-74.410](#), or when these displays are conducted as part of authorized Government activities; and

(c) Distributing materials, such as pamphlets, handbills or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in [102-71.20](#) of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in [subpart D](#) of this part. Any such person or organization must distribute materials only in accordance with the provisions of [subpart D](#) of this part. Failure to comply with those provisions is a violation of these regulations.



### **Photographs for News, Advertising or Commercial Purposes**

#### **§102-74.420—What is the policy concerning photographs for news, advertising or commercial purposes?**

Except where security regulations, rules, orders, or directives apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of—

- (a) Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;
- (b) Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and
- (c) Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

### **Dogs and Other Animals**

#### **§102-74.425—What is the policy concerning dogs and other animals on Federal property?**

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing-eye dog, a guide dog, or other animal assisting or being trained to assist that individual.

### **Breastfeeding**

#### **§102-74.426—May a woman breastfeed her child in a Federal building or on Federal property?**

Yes. Public Law 108-199, Section 629, Division F, Title VI (January 23, 2004), provides that a woman may breastfeed her child at any location in a Federal building or on Federal property, if the woman and her child are otherwise authorized to be present at the location.

### **Vehicular and Pedestrian Traffic**

#### **§102-74.430—What is the policy concerning vehicular and pedestrian traffic on Federal property?**

All vehicle drivers entering or while on Federal property—

- (a) Must drive in a careful and safe manner at all times;
- (b) Must comply with the signals and directions of Federal police officers or other authorized individuals;
- (c) Must comply with all posted traffic signs;
- (d) Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;

(e) Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and

(f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

### **Explosives**

#### **§102-74.435—What is the policy concerning explosives on Federal property?**

No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

### **Weapons**

#### **§102-74.440—What is the policy concerning weapons on Federal property?**

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by 18 U.S.C. 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

### **Nondiscrimination**

#### **§102-74.445—What is the policy concerning discrimination on Federal property?**

Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, religion, age, sex, color, disability, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

### **Penalties**

#### **§102-74.450—What are the penalties for violating any rule or regulation in this subpart?**

A person found guilty of violating any rule or regulation in this subpart while on any property under the charge and control of GSA shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

**Impact on Other Laws or Regulations**

**§102-74.455—What impact do the rules and regulations in this subpart have on other laws or regulations?**

No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (40 U.S.C. 121 (c)).

## Security Officer Annual Weapons Qualification Requirements

The following information is being provided to ensure that all personnel of Contract Guard Companies working on FPS/DHS guard contracts comply with the guidelines outlined herein.

All security officers are required to have proper paperwork (i.e., Exhibit 8As) and certification cards to include GSA and weapons cards. Expired cards will be confiscated, and anyone without a **current** weapons card will be required to have 40 hours of training. Additionally, an exhibit 8a must be submitted prior to the safety test. Also, security officers should be dressed appropriately. Preferred attire should include issued uniform, gun belt with keepers, and shoes or boots (no athletic wear, open toe shoes or flip flops, shirts must be tucked inside the pants to ensure belt keepers are utilized properly).

If the security officer fails the firearm safety test or fails to qualify on their weapon, the FPS representative monitoring the procedures **will** immediately confiscate the security officer's weapons card. This will occur with no exceptions. It is the responsibility of the firearms instructor to notify the contractor of said failure to ensure the security officer does not report to an armed post.

Before the safety test, the security officer will be advised of the down range area and muzzle direction. The weapon will be set down on the table with dummy rounds to the side of it, and, the cylinder/chamber will be closed. Once the safety **test** begins the security company instructor will give only the commands written on the score sheet. Instructors are not allowed to coach or coax the security officers. Instructors may repeat a command if the security officer does not hear or understand the command. The commands are:

### REVOLVER

(Demonstrate the following)

**Pick up the weapon** – The security officer will pick up the weapon, physically and visually check and say that the weapon is clear. (The only times during the test that the security officer's finger should be on the trigger is when he/she is actually ready to pull the trigger)

**Load the weapon** - The security officer will load the weapon and **ensure that the weapon is pointed down range from that moment forward** until the weapon is unloaded.

**Fire the weapon in single action** - The security officer will pull the hammer back and cock the weapon, then pull the trigger.

**Fire the weapon in double action** - The security officer will pull the trigger.

**Lower the hammer on a live round** - The security officer will cock the weapon, insert weak-hand thumb between the hammer and the frame, pull the trigger releasing the hammer; *the hammer MUST come to a complete rest on the thumb*. Remove trigger finger from the trigger,

place shooting-hand thumb on the spur of the hammer, slowly lowering and controlling the hammer as he/she removes his/her weak-hand thumb.

**Unload the weapon** - The security officer will open the cylinder, remove the rounds, check and say the weapon is clear.

**Bench a safe weapon** - The security officer will place the weapon on the table with the cylinder open.

## SEMI AUTOMATIC

(Demonstrate the following)

**Pick up the weapon** – The security officer will pick up the weapon, physically and visually check and say that the weapon is clear. (The only times during the test that the security officer's finger should be on the trigger is when he/she is actually ready to pull the trigger)

**Load the weapon and holster** - The security officer will insert the magazine securely, pull the slide to the rear and release to chamber a round, and holster, ensure that the weapon is pointed down range from that moment forward while the weapon is out of the holster until the weapon is unloaded.

**Demonstrate immediate action** - The security officer will **tap** the magazine to ensure that it's seated properly, **rack** the slide to remove any defective rounds, and **reassess** the threat to fire if necessary.

**Demonstrate secondary immediate action** - Only the task identified below will be accepted for the safety test purposes when performing secondary immediate action. The company instructor will insert a dummy round into the barrel of the weapon, then insert a loaded magazine. Once the magazine is

locked in place, the slide is to be released creating a double feed. The weapon will then be given back to the security officer to demonstrate the proper secondary immediate action clearing procedure.

The procedure to clear the magazine involves the security officer pushing in the magazine release while he/she **rips** the magazine from the weapon, **working** the slide several times to ensure that the weapon is cleared. Then he/she inserts a new magazine, **racks** the slide to chamber a round, and **reassesses** the threat to fire, if necessary.

**Unload the weapon** - The security officer will remove the magazine, rack the slide several times to remove the chambered round, check and say the weapon is clear.

**Bench a safe weapon** - The security officer will place the weapon on the table with the slide locked to the rear.

### Range rules

1. All stages of fire will be timed. Instructors **must** have a stop watch, whistle and a copy of the course of fire, otherwise the security officers **will not be certified** and the range date will be cancelled, because of inadequate equipment.
2. Security officers are allowed only two qualification attempts per range date.
3. Weapons will be snapped in every time the security officer holsters his/her weapon.
4. Security officers will not be allowed to shoot if his/her weapon does not fit into his/her holster.
5. Any violation of safety is grounds for immediate removal from the range.
6. Security officers are not allowed to shoot after the stop whistle (1<sup>st</sup> violation deduction of 5 points 2<sup>nd</sup> violation removal from the range for not following range instructions)
7. If the security range instructor is caught cheating or trying to circumvent the rules and procedures the range date will be cancelled and all scores will be nullified.
8. Alibis will only be given for proper use of immediate or secondary immediate action, no alibi for being slow and not getting rounds off. There are only four (4) accepted alibis as follows:
  - A malfunctioning weapon
  - Bad ammunition
  - Instructor error
  - Target malfunction,, e.g., target not turning, target falling off carrier

Please direct any questions or concerns to the chief of training **(703) 235-6147**, because we want to hear from you. The FPS instructor on scene will advise the security instructor of any infraction that he/she observes. However, keep in mind that the FPS instructor does not have time to debate or argue decisions made during the testing period.