

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER: [ ] PAGE OF: 1 4  
 2. CONTRACT NO. HSCEEC-08-A-00016  
 3. AWARD/EFFECTIVE DATE: 04/01/2008  
 4. ORDER NUMBER: [ ]  
 5. SOLICITATION NUMBER: RFQ 68020  
 8. SOLICITATION ISSUE DATE: 06/13/2007

7. FOR SOLICITATION INFORMATION CALL: [ ] NAME: Todd Wanner  
 b. TELEPHONE NUMBER: b2Low (No collect calls)  
 8. OFFER DUE DATE/LOCAL TIME: [ ]

9. ISSUED BY: ICE/FPS/EACC  
 ICE/FPS/East CCG/Region 11/Group A  
 Immigration and Customs Enforcement  
 Federal Protective Service  
 Office of Acquisition Management  
 701 Market Street, Suite 4200  
 Philadelphia PA 19106  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR SET ASIDE:  FOR:  SMALL BUSINESS  EMERGING SMALL BUSINESS  
 NAICS: [ ] HUBZONE SMALL BUSINESS  
 SIZE STANDARD: [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (8A)

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

15. DELIVER TO: CODE [ ] As Indicated On Each Call  
 16. ADMINISTERED BY: CODE ICE/FPS/EACCG/  
 ICE/FPS/East CCG/Region 11/Group A  
 Immigration and Customs Enforcement  
 Ofc of Acquisition Management - FPS  
 701 Market Street, Suite 4200  
 Attn: Todd Wanner  
 Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR: CODE 7865091090000 FACILITY CODE [ ]  
 COASTAL INTERNATIONAL SECURITY, INC.  
 7025 A NEWINGTON RD  
 LORTON VA 220791141  
 18a. PAYMENT WILL BE MADE BY: CODE [ ] As Indicated On Each Call

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES   | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
|              | GSA Contract #: GS-07F-0352K<br>This BPA is issued against GSA Contract #GS-07F-0352K for Armed Guard Services at:<br>1. 1200 Pennsylvania Avenue, Washington, DC<br>2. 12th and Constitution, NW, Washington, DC<br>3. 1301 Constitution, NW, Washington, DC<br>4. 1310 L Street, NW, Washington, DC<br>5. 1025 F Street, NW, Washington, DC<br>6. 1235 Jefferson Davis Highway, Arlington, VA<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |              |          |                |            |

25. ACCOUNTING AND APPROPRIATION DATA: As Indicated On Each Call  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED  
 X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE X ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 X 29. AWARD OF CONTRACT REF. Coastal Proposal OFFER DATED 01/30/2008. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [ ]  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Andrew Donahue  
 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: 4/4/08

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>The above locations are defined as Bid Area II under RFQ 68020.</p> <p>This constitutes acceptance of Coastal International's technical and price proposal, which includes the final proposal submission in accordance with Amendment 0007, issued on January, 28, 2008.</p> <p>This BPA will remain in effect for up to five years. Specific periods of performance will be identified in individual call orders issued hereunder.</p> <p>Accounting and Appropriations data will be provided on individual call orders.</p> <p>The following is hereby incorporated into the BPA:</p> <ol style="list-style-type: none"> <li>1. Pricing Schedule</li> <li>2. Technical Proposal</li> <li>3. Statement of Work</li> <li>4. Exhibits</li> <li>5. CBA btwn Coastal and PASOU # 2</li> </ol> <p>Continued ...</p> |                 |             |                   |               |

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 |
|--|-----------|---|

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

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

|   |                                      |
|---|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY ( <i>Print</i> )    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                            |
|   | 42b. RECEIVED AT ( <i>Location</i> ) |
|   | 42c. DATE RECD ( <i>YY/MM/DD</i> )   |
|   | 42d. TOTAL CONTAINERS                |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEEC-08-A-00016

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3 4

NAME OF OFFEROR OR CONTRACTOR

COASTAL INTERNATIONAL SECURITY, INC.

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>1. Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE<br/>Burlington Finance Center<br/>P.O. Box 1279<br/>Williston, VT 05495-1279<br/>Attn: FPS Region 11 Invoice</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact &amp; # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to FPS on or after January 29, 2006 to ensure prompt payment provisions are met. All FPS invoices must cite the FPS Region affected by the invoice.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions &amp; Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>;&amp;An invoice must include;&amp;</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, contract line item number and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of</p> <p>Continued ...</p> |                 |             |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEEC-08-A-00016

PAGE OF  
4 4

NAME OF OFFEROR OR CONTRACTOR

COASTAL INTERNATIONAL SECURITY, INC.

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>Period of Performance: 06/01/2008 to 05/31/2013</p> |                 |             |                   |               |

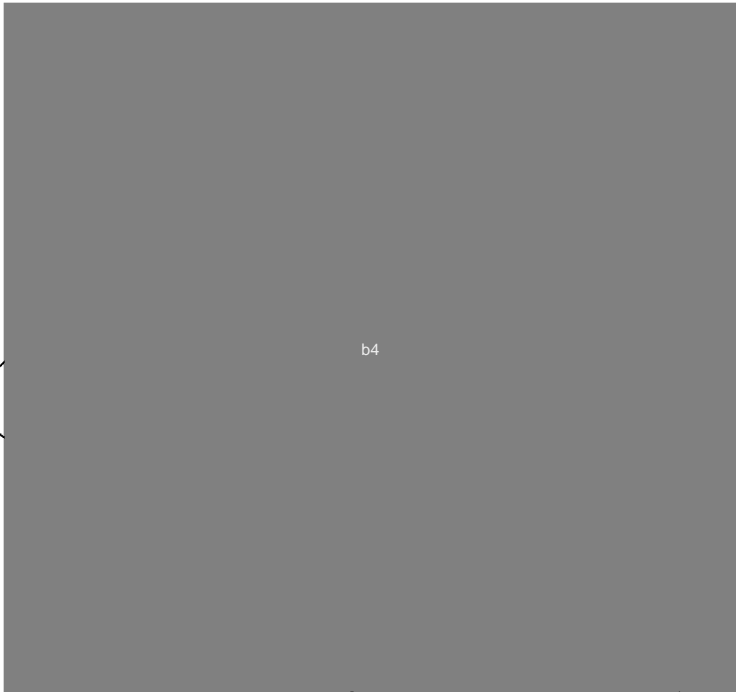


Supervisory Guard Services (Option Year II)  
Per the SOW and Exhibits

CLIN 0022 1440 McCormack Drive, Landover, MD  
Guard Services (Option Year III)  
Supervisory Guard Services (Option Year III)  
Per the SOW and Exhibits

CLIN 0023 1440 McCormack Drive, Landover, MD  
Guard Services (Option Year IV)  
Supervisory Guard Services (Option Year IV)  
Per SOW and Exhibits

CLIN 0024 Optional Quantity (1440 McCormack Drive)  
Temporary Additional Services (TAS)  
Not To Exceed 50 Hours



b4

**TOTAL PRICE FOR BID AREA I**

**\$3,621,670.30**

**B. Bid Area II**

Note: The following location (DC0028ZZ) is covered by CBA with Security Officers Union #2

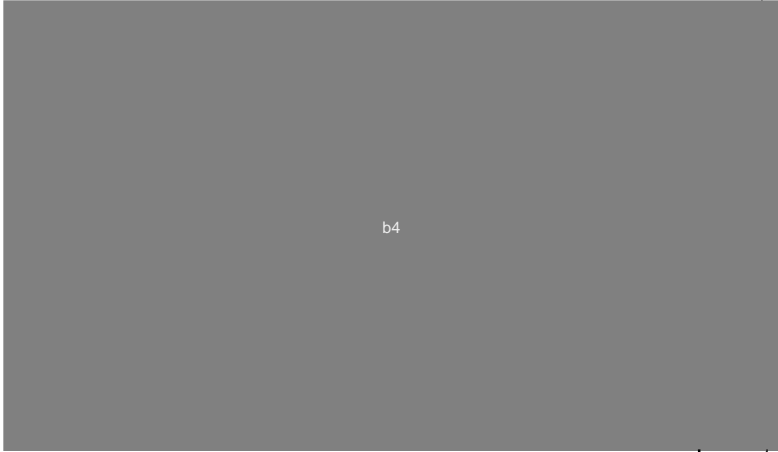
|           | Description  | Qty | Unit | Unit Price | Extended Amount |
|-----------|--|-----|------|------------|-----------------|
| CLIN 0025 | 1200 Pennsylvania Avenue, Washington, DC<br>Guard Services (Base Year)<br>Supervisory Guard Services (Base Year)<br>Per the SOW and Exhibits           |     |      |            |                 |
| CLIN 0026 | 1200 Pennsylvania Avenue, Washington, DC<br>Guard Services (Option Year I)<br>Supervisory Guard Services (Option Year I)<br>Per the SOW and Exhibits   |     |      |            |                 |
| CLIN 0027 | 1200 Pennsylvania Avenue, Washington, DC<br>Guard Services (Option Year II)<br>Supervisory Guard Services (Option Year II)<br>Per the SOW and Exhibits |     |      |            |                 |
| CLIN 0028 | 1200 Pennsylvania Avenue, Washington, DC<br>Guard Services (Option Year III)   |     |      |            |                 |

b4

Supervisory Guard Services (Option Year III)  
Per the SOW and Exhibits

CLIN 0029 1200 Pennsylvania Avenue, Washington, DC  
Guard Services (Option Year IV)  
Supervisory Guard Services (Option Year IV)  
Per SOW and Exhibits

CLIN 0030 Optional Quantity (1200 Pennsylvania Ave.)  
Temporary Additional Services (TAS)  
Not to Exceed 200 Hours)



b4

Note: The following location (DC0521AB) is covered by CBA with Security Officers Union #2

|           | Description   | Qty | Unit | Unit Price | Extended Amount |
|-----------|---|-----|------|------------|-----------------|
| CLIN 0031 | 12th & Constitution, NW, Washington, DC<br>Guard Services (Base Year)<br>Per the SOW and Exhibits         |     |      |            |                 |
| CLIN 0032 | 12th & Constitution, NW, Washington, DC<br>Guard Services (Option Year I)<br>Per the SOW and Exhibits     |     |      |            |                 |
| CLIN 0033 | 12th & Constitution, NW, Washington, DC<br>Guard Services (Option Year II)<br>Per the SOW and Exhibits    |     |      |            |                 |
| CLIN 0034 | 12th & Constitution, NW, Washington, DC<br>Guard Services (Option Year III)<br>Per the SOW and Exhibits   |     |      |            |                 |
| CLIN 0035 | 12th & Constitution, NW, Washington, DC<br>Guard Services (Option Year IV)<br>Per the SOW and Exhibits    |     |      |            |                 |
| CLIN 0036 | Optional Quantity (12th & Constitution)<br>Temporary Additional Services (TAS)<br>Not to Exceed 100 Hours |     |      |            |                 |

b4

Note: The following location (DC0522AB) is covered by CBA with Security Officers Union#2

|           | Description   | Qty | Unit | Unit Price | Extended Amount |
|-----------|---|-----|------|------------|-----------------|
| CLIN 0037 | 1301 Constitution, NW, Washington, DC<br>Guard Services (Base Year) |     |      |            |                 |

b4

Supervisory Guard Services (Base Year)  
Per the SOW and Exhibits

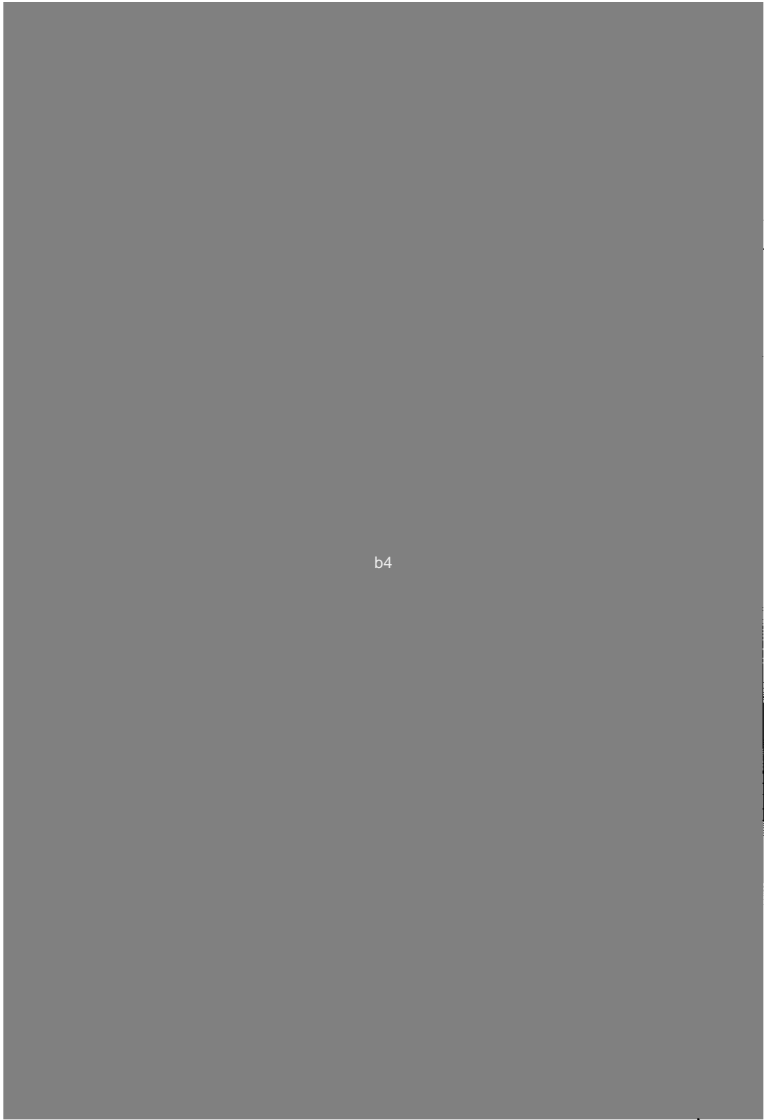
CLIN  
0038 1301 Constitution, NW, Washington, DC  
Guard Services (Option Year I)  
Supervisory Guard Services (Option Year  
I)  
Per the SOW and Exhibits

CLIN  
0039 1301 Constitution, NW, Washington, DC  
Guard Services (Option Year II)  
Supervisory Guard Services (Option Year  
II)  
Per the SOW and Exhibits

CLIN  
0040 1301 Constitution, NW, Washington, DC  
Guard Services (Option Year III)  
Supervisory Guard Services (Option Year  
III)  
Per the SOW and Exhibits

CLIN  
0041 1301 Constitution, NW, Washington, DC  
Guard Services (Option Year IV)  
Supervisory Guard Services (Option Year  
IV)  
Per SOW and Exhibits

CLIN  
0042 Optional Quantity (1301 Constitution)  
Temporary Additional Services (TAS)  
Not to Exceed 100 Hours



b4

Note: The following location (DC1189ZZ) is covered by CBA with Security Officers Union#2

|              | Description  | Qty | Unit | Unit Price | Extended Amount |
|--------------|--|-----|------|------------|-----------------|
| CLIN<br>0043 | 1310 L Street, NW, Washington, DC<br>Guard Services (Base Year)<br>Supervisory Guard Services (Base Year)<br>Per the SOW and Exhibits            |     |      |            |                 |
| CLIN<br>0044 | 1310 L Street, NW, Washington, DC<br>Guard Services (Option Year I)<br>Supervisory Guard Services (Option Year<br>I)<br>Per the SOW and Exhibits |     |      |            |                 |
| CLIN<br>0045 | 1310 L Street, NW, Washington, DC<br>Guard Services (Option Year II)   |     |      |            |                 |

b4

Supervisory Guard Services (Option Year II)  
Per the SOW and Exhibits

CLIN  
0046

1310 L Street, NW, Washington, DC  
Guard Services (Option III)  
Supervisory Guard Services (Option Year III)  
Per the SOW and Exhibits

b4

CLIN  
0047

1310 L Street, NW, Washington, DC  
Guard Services (Option Year IV)  
Supervisory Guard Services (Option Year IV)  
Per the SOW and Exhibits

CLIN  
0048

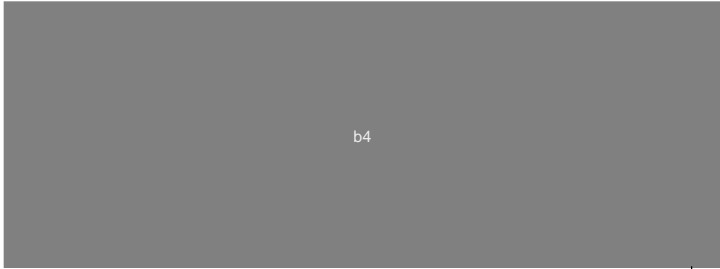
Optional Quantity (1310 L Street)  
Temporary Additional Services (TAS)  
Not to Exceed 100 Hours

Note: The following location (DC1189ZZ) is covered by CBA with Security Officers Union#2

|              | Description   | Qty | Unit | Unit Price | Extended Amount |
|--------------|---|-----|------|------------|-----------------|
| CLIN<br>0049 | 1025 F Street, NW, Washington, DC<br>Guard Services (Base Year)<br>Supervisory Guard (Base Year)<br>Per the SOW and Exhibits                      |     |      |            |                 |
| CLIN<br>0050 | 1025 F Street, NW, Washington, DC<br>Guard Services (Option Year I)<br>Supervisory Guard Services (Option Year I)<br>Per the SOW and Exhibits     |     |      |            |                 |
| CLIN<br>0051 | 1025 F Street, NW, Washington, DC<br>Guard Services (Option Year II)<br>Supervisory Guard Services (Option Year II)<br>Per the SOW and Exhibits   |     |      |            |                 |
| CLIN<br>0052 | 1025 F Street, NW, Washington, DC<br>Guard Services (Option Year III)<br>Supervisory Guard Services (Option Year III)<br>Per the SOW and Exhibits |     |      |            |                 |
| CLIN<br>0053 | 1025 F Street, NW, Washington, DC   |     |      |            |                 |

b4

Guard Services (Option Year IV)  
 Supervisory Guard Services (Option Year IV)  
 Per SOW and Exhibits



CLIN 0054  
 Optional Quantity (1025 F Street)  
 Temporary Additional Services (TAS)  
 Not to Exceed 50 Hours

Note: The following location (VA0215ZZ) is covered by CBA with Security Officers Union #2

|                                    | Description   | Qty | Unit | Unit Price | Extended Amount        |
|------------------------------------|---|-----|------|------------|------------------------|
| CLIN 0055                          | 1235 Jefferson Davis Highway, Arlington, VA<br>Guard Services (Base Year)<br>Supervisory Guard Services (Base Year)<br>Per the SOW and Exhibits             |     |      |            |                        |
| CLIN 0056                          | 1235 Jefferson Davis Highway, Arlington, VA<br>Guard Services (Option Year I)<br>Supervisory Guard Services (Option Year I)<br>Per the SOW and Exhibits     |     |      |            |                        |
| CLIN 0057                          | 1235 Jefferson Davis Highway, Arlington, VA<br>Guard Services (Option Year II)<br>Supervisory Guard Services (Option Year II)<br>Per the SOW and Exhibits   |     |      |            |                        |
| CLIN 0058                          | 1235 Jefferson Davis Highway, Arlington, VA<br>Guard Services (Option Year III)<br>Supervisory Guard Services (Option Year III)<br>Per the SOW and Exhibits |     |      |            |                        |
| CLIN 0059                          | 1235 Jefferson Davis Highway, Arlington, VA<br>Guard Services (Option Year IV)<br>Supervisory Guard Services (Option Year IV)<br>Per the SOW and Exhibits   |     |      |            |                        |
| CLIN 0060                          | Optional Quantity (1235 Jefferson Davis)<br>Temporary Additional Services (TAS)<br>Not to Exceed 50 Hours   |     |      |            |                        |
| <b>TOTAL PRICE FOR BID AREA II</b> |   |     |      |            | <b>\$32,658,768.40</b> |

## STATEMENT OF WORK

### 1. Introduction

The United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Federal Protective Service (FPS), has a requirement to provide Security Guard Services at various locations.

### 2. Background

FPS is a security and law enforcement branch of DHS/ICE. FPS is responsible for the security and protection of federally owned and leased locations, as well as the location's tenants and visitors.

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

### 3. Scope of Work

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

#### 3.1 Contract Performance

The place of performance for this BPA and subsequent BPA Calls consists of various facilities in the Washington, DC metro area. Please see Attachment 8 for specific worksite locations, hours of operation, number of posts that must be staffed during hours of operation, and whether the posts are armed or unarmed.

### 4. Key Personnel (Contract Manager (CM) and Supervisors)

#### 4.1 Special Requirements for Contract Managers

- A. The Contractor Manager must meet the qualifications 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. The CO must approve the proposed CM prior to his/her assignment under this Contract.

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

**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.**

#### **4.2 Special Requirements for Supervisors**

- A. The Supervisors must meet the qualifications 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. The CO must approve the proposed Supervisor prior to his/her assignment under this Contract.
- B. 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.

#### **5. Suitability Determination/Entry on Duty Decision**

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 BPA. 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 BPA not needing access to sensitive DHS information or recurring access to government facilities will not be subject to security suitability screening.

Contract employees awaiting an EOD decision may begin work on the BPA provided they do not access sensitive Government information. Limited access to Government facilities 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 and will be utilized only if authorized when required, after a final adjudication.

## 6. Suitability Adjudication

After award of the BPA and prior to any contract employees being permitted to work as guards under the BPA, the Contractor is responsible for ensuring that the contract employees receive formal suitability adjudication by FPS. Contractor suitability determinations are to be made in accordance with the criteria outlined in DHS MD 11055.

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 FPS Capital Region's Suitability Section the following Government furnished forms for each contract employee, and shall notify the COTR of the submission and provide the COTR with a list of the individuals that have been submitted for suitability determination. The forms to be submitted to the FPS Capital Region's Suitability Section include the following:

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)
11. Certified Proof of Birth (Birth Certificate)

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. (FPS Capital Region does not currently have the capacity to do fingerprinting.) 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 FBI to assist in determining the guard's suitability to work under a FPS



BPA/contract. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from two (2) week to several months, depending on current FBI processing times. For planning purposes, the Contractor should always assume that the standard processing time is four (4) to six (6) weeks and should plan paperwork submissions accordingly.

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

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.

If FPS finds a contract employee to be unsuitable to work as a result of the suitability investigation under the BPA, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the BPA. Contractor employees that had previously received a suitability clearance and fail to pass follow-on suitability clearance shall immediately be removed by the Contractor. The contractor employee (security guard) may appeal the suitability determination to the FPS Headquarter Suitability Branch, and the Contractor should notify the COTR of any such appeals. However, in appeal cases the Contractor may 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 BPA. This requirement also applies to contract employees whose unfavorable adjudication is pending appeal. Disqualifying information is listed in DHS-MD 11055.

Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the BPA for two (2) years, before a new suitability clearance must be issued. 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 BPA after his/her suitability clearance has expired shall be removed from the BPA until a new favorable suitability determination is made. The Contractor shall submit a new suitability paperwork package to FPS 30 to 45 days prior to the current suitability expiration date. Paperwork shall not be dated more than 60 days prior to the current suitability expiration date.

Any investigation conducted by or for another federal agency on a Contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five (5) years.

For employees cleared while employed under a predecessor FPS Guard contract/BPA (providing the same services), the suitability determination made under the previous

contract will carry over to the new BPA, providing that the prior suitability clearance was processed in accordance with DHS-MD 11055, "Suitability Screening Requirements for Contractors." However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire. Contractors who have been investigated and approved by DHS components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are not eligible to work on follow-on contracts/BPAs.

FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS will, 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.

## **7. Security Clearance Requirements**

### **7.1 Background Investigations**

The Government shall notify the Contractor of the required security classification of this BPA 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.

IMPORTANT NOTE: Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government will not be able to complete a satisfactory background investigation.

### **7.2 Continued Eligibility**

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 BPA.

The COTR will require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.

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 BPA.

The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the BPA to DHS' Security Office. 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.

The DHS Security Office and COTR must be notified of all terminations/resignations within 5 days of occurrence.

## 8. Uniforms

The Contractor will be required, as specified by the terms of the Contract, to furnish all of the types of uniform items described therein. 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 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 the Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

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

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.

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 ensure 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.

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.

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 (SGIM). The SGIM will be used as the standard for the wear and care of uniforms and equipment.

## 9. Typical Duties

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 copy of the Guard Post Assignment Record (post orders), and Officer's Duty Book.

Security guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Under no circumstances should any security guard neglect his/her assigned duties in order to familiarize him/herself with post orders. Security guard post assignments may include, but are not limited to the following:

- Access control;
- Package screening;
- Personnel screening;
- Traffic control;
- Visitor processing;
- Vehicle inspection;
- Communications and dispatching;
- Patrol operations;
- Emergency and event response;
- Raising and lowering flags.

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. (Refer to the Security Guard Information Manual for more detailed information on the prescribed duties).

#### **10. Acceptable and Unacceptable Conduct**

Acceptable Conduct. You must report for duty at the assigned time and post. It is your duty to report on time and to stay on post until you are properly relieved. You must be prepared for duty when you report. You must be in the full, proper uniform with all your required equipment to include your assigned weapon. Once you have assumed your post, you will not be allowed to take breaks unless you are properly relieved, all of which is stipulated in your Post Orders. Even while on break, you are still required to maintain a professional appearance. Breaks are to be taken away from the post area so it does not appear you are neglecting your duties.

Unacceptable Conduct. Unless specifically authorized in your Post Orders, there are **several activities you are not permitted to engage in while in uniform and on post.** There are also **several infractions** that if committed could be grounds for possible disciplinary action, up to and including permanent removal from any FPS security guard service contract. Refer to the Security Guard Information Manual, Chapter 2, para. 2.5 for a full listing and explanation.

#### **11. Medical and Physical Qualifications**

##### **11.1 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.
- C. 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)

### 11.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- 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. (Attachment 2 List of Exhibits, 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.
  - 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.

### 11.3 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.).

## 12. Initial and Recurring Screening for Illegal Drugs

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

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

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this contract over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: [www.health.org/GDLNS-94.htm](http://www.health.org/GDLNS-94.htm) or at: <http://wmcare.samhsa.gov>.<sup>1</sup> The Contractor is strongly urged to use one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: [www.health.org/labs/index.htm](http://www.health.org/labs/index.htm) or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor must verify whether the laboratory's methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.
- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract may be modified to permit the use of those methods.

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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.

- E. The presence of a positive reading for **any** of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor **shall not** permit any applicant to take multiple tests in order to receive an acceptable reading.
- F. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

### 12.1 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 will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 12 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.

**Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected Contract employee shall not be authorized to take additional tests to achieve an acceptable reading.**

### 13. Reporting Time

The Contractor shall submit to the COTR no later than 5 working days after the last working day of each previous month, a spreadsheet of an approved format that details the actual hours performed for each guard post during the month. The report shall be certified by the Contractor for accuracy. The on-site supervisor may submit and certify the report as accurate if the Contractor has authorized them to do so in writing.

### 13.1 Signing In and Out

For verification of attendance and hours worked, all guards will be required to sign in and out on ICE Form 139 (Record of Time of Arrival and Departure from Buildings). Because the government uses this form as a basis for payment to your employer who in turn, pays you for services rendered, it becomes very important that you fill it out correctly and accurately. Refer to the Security Guard Information Manual, Chapter 8, paragraph 8.1 for specifics.

### 13.2 Limitation on Labor Hours to be provided by Individual Employees

No productive/supervisory guard shall provide more than 12 hours of service on one or more contracts in any 24 hour period, unless the work periods are separated by an 8 hour non-duty period.

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.

The limitation on hours will be verbally waived by the COTR in emergency situations which are beyond the control of the Contractor (e.g., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.)

The Government has the authority to assess deductions from Contract payments for all hours or parts of hours where security guards exceed the 12-hour on-duty limitation **without prior approval** by the COTR.

### 13.3 Additional Emergency/Contingency Guard Services

The Government anticipates the award of this BPA to include emergency guard services. In the event that these additional labor hours are necessary, the Contractor must coordinate with the COTR or the CO.

Minimal notice may be given to the Contractor when the Government requires the use of these additional labor hours.

- 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 Attachment 5. 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.

#### 14. Contractor's Personnel Filing System

The Contractor shall maintain personnel files for all employees who work under this BPA. Files shall be maintained at either the PM'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 BPA;
8. Records of all successfully completed Government-provided training;
9. A copy of most recent CPR, First Aid, and AED certification card;
10. Results of all drug screenings administered (both pre- and post- employment);
11. A copy of DHS-3527 (certification card);
12. A copy of all firearm licenses and certifications required by state and local regulations;
13. Records of guard's suitability information (including date current suitability expires);
14. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the BPA;
15. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this BPA; and
16. A copy of any National Security Information clearance issued, as required by this BPA (i.e., Secret/Top Secret).
17. To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluations (SF 78) may be filed separately by the Contractor.

The CO or COTR shall have the express authority to review any contract employee's file at any time during the course of the BPA.

The CO or COTR can request, at any time during the course of the BPA, a spreadsheet or other tracking system that clearly details the status of all contract employees pertaining to BPA requirements.

False statements, certification, or falsification of any documents required in this BPA by the Contractor, PM, or any contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government will initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or will take contractual remedies, up to and including termination for default. Under no

circumstances whatsoever will the Government tolerate falsification of required documents.

### **15. Identification/Building Pass**

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

### **16. Use, Accountability, and Care of Contractor Furnished Property/Equipment**

The Contractor shall furnish and maintain in acceptable condition, at no cost to employees, all items of uniform and equipment necessary to perform work required by the Contractor. The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this BPA Call.

#### **16.1 Communications Equipment**

Communication equipment must ensure Contractor availability on a 24 hour basis. The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of any radio equipment over DHS approved frequencies. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies.

### **17. Firearms and Ammunition**

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.

The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oils, rods, patches, brushes, etc.). The Contractor must also provide applicable accessories such as clearing barrels, gun lockers, etc.

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.

Firearms shall be furnished by the Contractor to equip each armed guard and supervisor. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government. Unless otherwise stipulated by the contract, NO firearms or ammunition shall be removed from the premises. The Contractor must be able to account for all firearms/ammunition at all times.

The amount and type of ammunition, including additional rounds for contingency, will be as specified by the Contract, see exhibit 2E. Old duty ammunition will be periodically rotated with new ammunition.

All guards shall inspect his/her issued firearm at the commencement of each tour of duty. Firearms will be loaded only with approved ammunition and number of rounds as specified by the contract. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning/ending of each shift. The COTR will provide an ample supply of the GSA Form 1051.

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

In the event that a firearm is fired, lost or stolen, the Contractor shall notify the COTR and the FPS Mega center immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, 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.

#### **18. Weapons Training and Qualification**

The Contractor is responsible for providing 40 hours of weapons training prior to sending the contract employees to a firing range for the initial range qualification session. Of the 40 hours, 32 hours will be actual training/shooting time on a firing range. For the purposes of this BPA 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. All contractor security guards must be firearms qualified.

A contract employee may take the firearms range re-qualification 2 times within a 30-day period. However, before the test can be taken a second time the Contractor must provide a minimum of 8 hours of remedial training. After failing the second test, range re-qualification may not be attempted for a period of 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.

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 BPA. 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.

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.

Annual firearms re-qualification does not require specific additional training; rather, it involves the contract employee's ability to pass the Immigration and Customs Enforcement practical course with a passing score. 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 course on an annual basis.

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 BPA.

FPS Law Enforcement Personnel, weapons instructor, or trained representative must 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 FPD Capital Region Training Section to schedule range qualifications at a mutually acceptable date and time. The COTR shall be notified of the scheduled training dates. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this BPA.

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.

### **18.1 Minimum Age for Firearms Licensing**

Notwithstanding the minimum age requirement, the Contractor shall follow Federal, state and/or local licensing requirements for contract employees. In most areas the minimum age requirements for armed security guard personnel is 21 years of age. 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 BPA's stated acceptable minimum age.

### **19. Regulations, Handbooks, and Other Applicable Documents**

FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed in the attachments/exhibits. Supplementary regulations which are provided to the Contractor by the COTR shall also be in effect and will be incorporated by modification to the BPA.

## 20. CPR/AED/First Aid Training

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 BPA. CPR and AED training and certification must include adult, youth, and infant modules. Training certification shall be valid for a period of one (1) year. 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 and 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.

First Aid training and certification shall be valid for a period of three (3) years. Prior to the expiration of the certification, the contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.

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.

## 21. Training

### 21.1 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 by the Contract.
- 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.
- 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.

**21.2 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>TRAINING COURSE<br/>AND HOURS</b>                               | <b>GOVERNMENT<br/>PROVIDED</b> | <b>CONTRACTOR<br/>PROVIDED</b> |
|------------------|--|--------------------------------|--------------------------------|
| <b>Initial</b>   | <b>Basic Training – 64 Hours</b>                                   |                                | <b>XXX</b>                     |
|                  | <b>FPS Orientation and Magnetometer/ X-Ray training – 16 Hours</b> | <b>XXX</b>                     |                                |
|                  | <b>Weapons Training – 40 Hours</b>                                 |                                | <b>XXX</b>                     |
|                  | <b>CPR, AED, and First Aid Training and Certification</b>          |                                | <b>XXX</b>                     |
| <b>Recurring</b> | <b>Annual CPR and AED Training and Certification</b>               |                                | <b>XXX</b>                     |
|                  | <b>Biannual First Aid Training and Certification</b>               |                                | <b>XXX</b>                     |
|                  | <b>Re-certification Training – 40 Hours (Every 3 years)</b>        |                                | <b>XXX</b>                     |
|                  | <b>Annual weapons Qualification</b>                                |                                | <b>XXX</b>                     |

- B. Basic training, FPS "orientation" training, Written Exam, Magnetometer/X-Ray training, and current FPS Basic Firearms Training are "one time only" courses and do not have to be taken again once they are successfully completed by a Contract employee. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract/task order. 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 Immigration and Customs Enforcement. 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.

### 21.3 Supervisors

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

### 21.4 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.

## **22. FPS-Specific Training**

All contract employees must receive FPS-specific training prior to working under this BPA. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the BPA and prior to the BPA start date. The subjects that will be covered by the training include:

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

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

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.

## **23. Failure to Attend Government Provided Training**

The Contractor shall ensure that the employees attend all scheduled training and examination/qualification sessions. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.

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, and parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability. 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. COTRs will recommend if absences are excused or unexcused and the CO will make the final determination.

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. Emergencies that are unacceptable may result in the Contractor being placed under an unexcused absence situation.

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 by the 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 BPA may be seriously delayed by the unexcused absence(s).

#### **24. Contractor Obligation to Obtain All Required Licenses and Permits**

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

- Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained.
- Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under the order. Copies of all insurance must be provided and approved by the CO before the commencement of work. An updated insurance certificate is required each new performance period.

Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the execution of the order. The Contractor shall complete and certify a written record that shows names and issue dates for each 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 and all contract work. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request.

#### **25. Security Management**

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.

The COTR and the DHS 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 BPA.

#### **26. Guard Post Assignment Record (GSA Form 2580)**

Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS, for all shifts on each post. Except for emergencies, the guards cannot make any deviations from the duties prescribed in the Form 2580. The COTR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times provided the change has no impact on the BPA cost and changes have been pre-approved by the CO.

Changes to post locations will be made only after the pre-approval of the CO in accordance with the requirements outlined in the SOW through a modification to the BPA.

## **27. Contractor Access to Classified Information**

DHS has determined that the performance of this BPA requires that the Contractor requires 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.

If access to classified information is required, 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. 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 30 days prior to the BPA start date.

If access to classified information is required, the Contractor must possess a TOP SECRET facility clearance consistent with the NISPOM prior to BPA 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 BPA for the convenience of the Government.

## **28. Contractor Obligation to Obtain GSA Certification Cards for All Uniformed Guards**

Prior to working under the BPA, every uniformed guard (whether productive or supervisory) must possess a valid Certification Card (ICE Form 78-3527). The Certification Card is evidence that the guard has: received a favorable adjudication from FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a contract security guard.

## **29. Quality Control**

### **29.1 Contractor-Provided Quality Control Plan**

The Contractor shall develop and adhere to a Quality Control Program. The Contractor shall maintain a file of all inspection reports related to the BPA and shall make those reports available to the COTR upon request. The COTR may also request a copy of each inspection report to be forwarded on a monthly basis. 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.

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.

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).

The Government may assess price deductions for services not rendered according to the provisions of this Contract. See Attachment 6, Adjusting Payments for Contractor Performance, for further details.

### **30. Contract Transition**

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 BPA 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.

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 BPA 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 BPA.

The Contractor shall provide a Transition Management Plan within 5 working days after award of the initial BPA 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.

### **31. Phase-Out of Contract and Continuity of Services**

The Contractor must recognize that services under this BPA are vital to the Government and must be continued without interruption. Upon expiration or cancellation of this BPA,

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.

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 present 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.

**32. Deliverable Schedule**

The Contractor must provide deliverables as required by the COTR and as specified in the BPA for review and acceptance.

| Deliverable  | Due Date                                  |
|--|---|
| Transition / Start up Plan   | Post Award Meeting                        |
| Labor-hours Spreadsheet  | Five working days after end of each month |
| Firearms Incident Report   | 7 Days after Incident                     |
| Firearms Inventory   | As Required GSA Form 1051                 |
| Firearms Cabinet   | Post Award Meeting                        |
| Uniforms   | Post Award Meeting                        |
| Quality Control Plan   | Post Award Meeting                        |
| Bonds, Insurance   | Post Award Meeting                        |
| Training Schedule  | Two months before expiration              |
| Security Clearance Package   | Two months before expiration              |
| Spreadsheet or other tracking system that clearly details the status of contract employees pertaining to BPA | As requested                              |
| Permits for the operation of any radio equipment over DHS approved frequencies.                              | As requested                              |
|  |   |

**34 Personal Appearance and Grooming Standards**

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

- A. The personal appearance and grooming standards required by this contract are listed below:

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

1. 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.
2. 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.
3. 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.
4. Long sleeve 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.
5. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
6. 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.
7. 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.
8. The face shall be kept clean-shaven. The temporary wearing of beards may be 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.

### **35 Contract Start-Up, Review, and Follow-Up**

#### **35.1 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.

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 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.

### **36 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 default.

### 37 Government and Contractor Furnished Property

#### 37.1 Government furnished Property (Use, Accountability, and Care)

See Attachment 2 List of Exhibits, 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 List of Exhibits, Exhibits 3A, 3B, 3C, and 3D 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 Attachment 2 List of Exhibits, 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 List of Exhibits, 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.

#### **37.1-1 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.

#### **37.1-2 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 COTR.

### **37.1-3 Safeguarding Government Property**

- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this Contract requires that the Contract employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

### **37.1-4 Malfunctioning Government Property**

The Contractor shall be responsible for reporting to the COTR and ATR, 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 MegaCenter shall be contacted for after-hours reporting of malfunctioning equipment or if the is not available.

## **37.2 Contractor Furnished Property (Use, Accountability, and Care)**

### **37.2-1 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 List of Exhibits, Exhibits 2A, 2B, 2C, 2D, and 2E for a list of specific CFP required for this contract.

### **37.2-2 Equipment**

- A. The Contractor will be required, as specified in Attachment 2 List of Exhibits, to furnish some or all of the types of equipment described herein.
- B. Communications equipment as described in Attachment 2 List of Exhibits, 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.). Communication equipment must have same Frequencies as CGHQ emergency radios.

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 List of Exhibits, Exhibit 2E. This equipment may include handguns, pistols, O.C. or pepper spray, etc. Modifications to firearm mechanisms must comply with manufacturer's 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 List of Exhibits, 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 and ATR 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 within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the COTR and ATR of the serial number for the replacement weapon.

### 37.2-3 Uniforms

- A. The Contractor will be required, as specified in Attachment 2 List of Exhibits, 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 black in color and a 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 shall be worn over the right breast shirt pocket. The FPS certification card and firearms permit will be carried at all times. All other certifications will be maintained on site and available for CO, COTR and ATR review upon request 24/7.
- 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 or ATR; 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 List of Exhibits, 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.

#### **37.2-4 Supplementary Equipment**

- A. The Contractor will be required, as specified in Attachment 2 List of Exhibits, Exhibit 2D, to furnish some or all of the types of supplementary equipment items described herein. Attachment 2 List of Exhibits, Exhibit 2D identifies which security guard post shall be equipped with the required supplementary equipment that may include the following:
  - 1. 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.

### LIST OF EXHIBITS

| EXHIBIT | TITLE  | PAGE  |
|---------|--|-------|
| 1       | Productive Requirements Including Post Hours and Location  | 2-3   |
| 1A      | List of required administrative forms to be used by the Contractor including time and attendance, property accountability, Lautenberg Amendment form, duty log, etc. | 4     |
| 1B      | Lautenberg Statement   | 5     |
| 2A      | Contractor Furnished Communication Equipment Requirements  | 6     |
| 2B      | Contractor Furnished Vehicle Requirements  | 7     |
| 2C      | Contractor Furnished Uniform Requirements  | 8-9   |
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| 3A      | Government Furnished Communication Equipment Requirements  | 13    |
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| 3C      | Government Furnished Uniform Requirements  | 15    |
| 3D      | Government Furnished Supplementary Equipment Requirements  | 16    |
| 4       | Contractor's Training Schedule and Plan  | 17    |
| 4A      | Basic Training Subjects to be Presented by the Contractor  | 18-24 |
| 4B      | Supervisory Training Subjects to be Presented by the Contractor  | 25-26 |
| 4C      | Training Subjects to be Presented by the Government  | 27-28 |
| 4D      | Contractor Provided Refresher Training   | 29-35 |
| 4E      | Contractor Provided Basic Weapons Training and Qualifications  | 36-40 |
| 4F      | Contractor Provided Annual Refresher Weapons Training and Qualifications   | 41    |
| 5A      | Contractor's Certification of Basic Training   | 42    |
| 5B      | Contractor's Certification of Supervisory Training   | 43    |
| 5C      | Contractor's Certification of Government Provided Training   | 44    |
| 5D      | Contractor's Certification of Refresher Training   | 45    |
| 5E      | Contractor's Certification of Basic Weapons Training   | 46    |
| 5F      | Contractor's Certification of Annual Weapons Refresher Training  | 47    |
| 6       | Contractor's Certification of Contract Employee Eligibility Requirements   | 48    |
| 6A      | Standard Form (SF) 78, Certificate of Medical Examination  | 49-52 |
| 6B      | Key Personnel Resume   | 53-54 |
| 6C      | Security Suitability Requirements  | 55    |
| 7       | Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)   | 56    |







**EXHIBIT 1A**  
**REQUIRED ADMINISTRATIVE FORMS**

| Form Number | Form Title  |
|-------------|---|
| DHS 11000-6 | Non-Disclosure Agreement  |
| I-9         | Employment Eligibility Verification                               |
| SF-85P      | Questionnaire for Public Trust Positions                          |
| SF-85PS     | Supplemental Questionnaire for Selected Positions                 |
| FD-258      | Fingerprint Application Card                                      |
| GSA 3155    | Offence/Incident Report   |
| 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                                   |
| DD FM 254   | Contract Security Classification Specification (see attachment 8) |
|             |   |
|             |   |
|             |   |

**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      | 1          |
| 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        |

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



**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 (3) magazines 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 34 oz. including the magazine. The magazine shall hold a minimum of ten (10) 9mm rounds and not more than fifteen (15) 9mm rounds. 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 11 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. Ammunition will consist of 9mm Luger 115 or 124 grain jacketed hollow point rounds.

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 31 to 40 rounds each depending on magazine capacity. In addition, the Contractor shall have on-hand or immediately obtainable an adequate quantity to meet the ammunition requirements for training and qualifications.

**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:**

|   | Vehicle Type         | Hours to be Used | Days Per Week | Tour Restrictions |
|---|----------------------|------------------|---------------|-------------------|
| 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:

| Uniform Components | Description / Color | QTY |
|--------------------|---------------------|-----|
| 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**

| Subject  | Hours | Scope   |
|--|-------|---|
| 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:<br>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:<br>Overview<br>(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:<br>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:<br>Overview<br>(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:<br>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  | 1     | Instructor(s) will discuss the basic   |

| Subject  | Hours | Scope  |
|--|-------|--|
| Behavior, Part I:<br>Overview<br>(CHAPTERS TWO AND NINE, SGIM)                         |       | 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:<br>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<br>(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<br>(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<br>(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<br>(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  |

| Subject   | Hours | Scope  |
|---|-------|--|
|   |       | of their authority obtained from the various jurisdictions involved.   |
| Use of Force<br>(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<br>(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<br>(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<br>(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<br>(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   |

| Subject  | Hours | Scope  |
|--|-------|--|
|  |       | 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)                          | 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               | 4     | Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-   |

| Subject  | Hours | Scope   |
|--|-------|---|
| Destruction (WMD)<br>(CHAPTERS ELEVEN<br>AND FOURTEEN, SGIM) |       | terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.   |
| Workplace Violence<br>(CHAPTER TWELVE,<br>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<br>(CHAPTER THIRTEEN,<br>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<br>Incidents<br>(CHAPTER FOURTEEN,<br>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<br>(CHAPTER FIFTEEN,<br>SGIM)             | 2     | Lecture and practical applications to instruct guards on identifying and responding to hostage situations.  |
| Sabotage and Espionage<br>(CHAPTER SIXTEEN,<br>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   |

| Subject | Hours | Scope                    |
|---------|-------|--------------------------|
|         |       | 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**

| Subject                                  | Hours | Scope  |
|--|-------|--|
| 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**

| Subject  | Hours | Scope   |
|--|-------|---|
| 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.   |

| Subject  | Hours | Scope   |
|--|-------|---|
|  |       | 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 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  |
|--|-------|--|
| Authority to Detain (CHAPTER THREE, SGIM)          | 1     | seizure to include "Stop and Frisk". 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<br>(CHAPTER FIFTEEN,<br>SGIM)     | 1     | Lecture and practical applications to instruct guards on identifying and responding to hostage situations.  |
| Sabotage and Espionage<br>(CHAPTER SIXTEEN,<br>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 | 32    | 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 -<br>- point shoulder shooting,<br>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 Section J, 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 Section J Exhibit 4A as required by Contract number \_\_\_\_\_.

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

The Basic Training Subjects as identified in Section J 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 Section J Exhibit 4B as required by Contract number \_\_\_\_\_.

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

The Supervisory Training Subjects as identified in Section J 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 Section J Exhibit 4C as required by Contract number \_\_\_\_\_.

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

The Government Provided Subjects as identified in Section J 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 Section J Exhibit 4D as required by Contract number \_\_\_\_\_.

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

The Refresher Training Subjects as identified in Section J 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 Section J 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 Section J Exhibit 4E of the Contract were presented by:

\_\_\_\_\_ (Name of Instructor) of \_\_\_\_\_ (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 Section J 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 Section J Exhibit 4E of the Contract were presented by:

\_\_\_\_\_ (Name of Instructor) of \_\_\_\_\_ (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 6  
CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE  
ELIGIBILITY REQUIREMENTS**

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

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

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

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

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

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

*This certification shall be completed and submitted to the LCOTR with the Contract employee's suitability documentation (FPS 176, FD-258 Fingerprint Cards, and I-9 Employment Eligibility Verification) prior to the employee's initial performance under the contract and every three (3) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.*

**EXHIBIT 6A**

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





**NOTE TO EXAMINING PHYSICIAN:** The person you are about to examine will have to cope with the functional requirements and environmental factors circled on the other side of this form. Please take these, and the brief description of the job duties above them, into consideration as you make your examination and report your findings and conclusions.

1. HEIGHT: \_\_\_\_\_ FEET, \_\_\_\_\_ INCHES. WEIGHT: \_\_\_\_\_ POUNDS.

1. EYES: \_\_\_\_\_ 20 \_\_\_\_\_ 20 \_\_\_\_\_ 20 \_\_\_\_\_ 20  
 (A) Distant vision (Snellen): without glasses: right \_\_\_\_\_ left \_\_\_\_\_ ; with glasses, if worn: right \_\_\_\_\_ left \_\_\_\_\_  
 (B) What is the longest and shortest distance at which the following specimen of Jaeger No. 2 type can be read by the applicant?  
 Test each eye separately.

Jaeger No. 2 Type  
 employees in the Federal classified service as may be required by the Civil Service Commission or its authorized representative. This order will supplement the Executive Orders of May 29 and June 18, 1923 (Executive Order, September 4, 1924).

without glasses: { L \_\_\_\_\_ in. to \_\_\_\_\_ in. R \_\_\_\_\_ in. to \_\_\_\_\_ in.  
 with glasses, if used: L \_\_\_\_\_ in. to \_\_\_\_\_ in. R \_\_\_\_\_ in. to \_\_\_\_\_ in.

(B) Color vision: Is color vision normal when Ishihara or other color plate test is used?  YES  NO  
 If not, can applicant pass lantern, yarn, or other comparable test?  YES  NO

3. EARS: (Consider denominators indicated here as normal. Record as numerators the greatest distance heard.)  
 Ordinary conversation: RIGHT EAR \_\_\_\_\_ ; LEFT EAR \_\_\_\_\_  
 Audiometer (if given):  

|     |     |      |      |      |      |      |      |      |      |
|-----|-----|------|------|------|------|------|------|------|------|
| 250 | 500 | 1000 | 2000 | 3000 | 4000 | 5000 | 6000 | 7000 | 8000 |
|     |     |      |      |      |      |      |      |      |      |

4. OTHER FINDINGS: In items a through i briefly describe any abnormality (including diseases, scars, and disfigurements). Include brief history, if pertinent. If normal, so indicate.

- |  |  |
|--|--|
| a. Eyes, ears, nose, and throat (including tooth and oral hygiene)   | e. Abdomen   |
| b. Head and back (including face, hair, and scalp)   | f. Peripheral blood vessels  |
| c. Speech (note any malfunction)   | g. Extremities   |
| d. Skin and lymph nodes (including thyroid gland)  | h. Urinalysis (if indicated)<br>Sp. gr. _____ Sugar _____ Blood _____<br>Albumen _____ Casts _____ Pus _____ |
| i. Respiratory tract (X-ray if indicated)  |  |
| j. Heart (size, rate, rhythm, function)<br>Blood pressure _____<br>Pulse _____<br>EKG (if indicated) _____ |  |
| k. Back (special consideration for positions involving heavy lifting and other strenuous duties)           |  |
| l. Neurological and mental Health  |  |

Jaeger No. 2 Type

Conclusions: Summarize below any medical findings which, in your opinion, would limit this person's performance of the job duties and/or would make him a hazard to himself or others. If none, so indicate.  
 No limiting conditions for this job  
 Limiting conditions as follows



**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<br/>(From - To)</b> | <b>Position or Title</b> | <b>Company Name<br/>and Address</b> | <b>Reference and<br/>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 ATTACHMENT 8 FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.

# EXHIBIT 7 CONDUCT ON FEDERAL PROPERTY



U.S. General Services Administration

## Rules and Regulations Governing Conduct on Federal Property

December, 2002

### Federal Management Regulation Title 41, Code of Federal Regulations, Part 102-74, Subpart C

**Applicability (41 CFR 102-74.300).** The rules in this subpart apply to all property under the authority of the U.S. General Services Administration 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 part 102-74 at each public entrance to each Federal facility.

**Inspection (41 CFR 102-74.310).** Federal agencies may, at their discretion, inspect packages, mailboxes and other containers in the immediate possession of visitors, employees or other persons entering 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 exit.

**Admission to Property (41 CFR 102-74.315).** Federal agencies must:

- (a) 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 for after-normal working hours to the public.
- (b) Close property to the public during working hours only when absolutely require this action to ensure the timely conduct of Government business. The designated official under the Computer Emergency Program may make such decision only after consultation with the building manager and the highest-ranking representative of the law enforcement organization responsible for protection of the property at the site. The designated official is defined in Sec. 102-71.20 of this chapter as the highest ranking officer of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials.
- (c) Ensure, when property or a portion thereof is closed to the public, that admission to the property, or the affected portion, is restricted to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying evidence 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 (41 CFR 102-74.320).** 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;
- (e) Throwing articles of any kind from or at a building or the exterior upon streets, fountains or any part of the building.

**Conformity with Signs and Directives (41 CFR 102-74.325).** Persons in and on property must at all times com-

ply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

**Disturbance (41 CFR 102-74.330).** All persons entering in or on Federal property are prohibited from: identifying, exhibiting, displaying or exhibiting other conduct on property which:

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

**Displaying (41 CFR 102-74.335).** Except for the vending or exchange of changes by licensed blind operators of vending machines for any money 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:

- (a) Participating in games for money or other personal property;
- (b) Operating gambling devices;
- (c) Conducting a lottery or pool; or
- (d) Selling or purchasing of raffle tickets.

**Narcotics and Other Drugs (41 CFR 102-74.340).** Except in cases where the drug is being used as prescribed by a physician or 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 (41 CFR 102-74.345).** 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:

- (a) Being under the influence of using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the building manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property;
- (b) Selling, vending and Debt Collection (41 CFR 102-74.350). All persons entering in or on Federal property are prohibited from selling, vending or displaying, advertising, or otherwise promoting:

- (a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled "Collection of Federal Civilian and Uniformed Services University For Contributions To Private Voluntary Organizations," and sponsored or approved by the recipient 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 (Public Law 95-484); and
- (d) Lotteries, or lotteries and employees, with respect to items issued for promotional, cultural, educational, or recreational uses under the Public Buildings Cooperative Use Act of 1976 (50 U.S.C. 5814a). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part.

**Posting and Distributing Materials (41 CFR 102-74.315).** All persons entering in or on Federal property are prohibited from:

- (a) Distributing free samples of tobacco products in or on Federal buildings, under Public Law 104-82, Section 606;
- (b) Posting or affixing materials, such as pamphlets, handbills, or signs, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.330, or when these displays are excluded as part of authorized Government activities;
- (c) Distributing pamphlets, such as pamphlets, handbills, or flyers, unless authorized as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 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 these provisions is a violation of these regulations.

**Photographs for News, Advertising, or Commercial Purposes (41 CFR 102-74.320).** Except where security regulations 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.

**Signs and Other Animals (41 CFR 102-74.325).** 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:

- (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 (41 CFR 102-74.345).** 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:

- (a) Being under the influence of using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the building manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property;
- (b) Selling, vending and Debt Collection (41 CFR 102-74.350). All persons entering in or on Federal property are prohibited from selling, vending or displaying, advertising, or otherwise promoting:

- (a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled "Collection of Federal Civilian and Uniformed Services University For Contributions To Private Voluntary Organizations," and sponsored or approved by the recipient 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 (Public Law 95-484); and
- (d) Lotteries, or lotteries and employees, with respect to items issued for promotional, cultural, educational, or recreational uses under the Public Buildings Cooperative Use Act of 1976 (50 U.S.C. 5814a). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part.

persons may not bring dogs or other animals on Federal property for other than official purposes.

**Vehicle and Pedestrian Traffic (41 CFR 102-74.330).**

- (a) Motor clubs in a carpool 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 devices approved by the GSA Regional Administrator, which will have the same force and effect as those regulations;
- (e) Are prohibited from leaving unattended motorcycles, vehicles, loading platforms, or the equipment used;
- (f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other purposes, or parking necessary to the direction of present signs is prohibited. Vehicles parked in violation, whose warning signs are posted, are subject to removal at the owner's risk, and cost. Federal agencies may take any action that a motor vehicle was parked in violation of these regulations or directives on private traffic violations that the appropriate owner was responsible for the violation.

**Explosives (41 CFR 102-74.335).** No person entering in or on Federal property may carry or possess explosives, or items intended to be used to facilitate an explosion or incendiary device, other openly or concealed, except for official purposes.

**Weapons (41 CFR 102-74.340).** Federal law prohibits the possession of firearms or other dangerous weapons in Federal buildings and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Chapter 120. Violators will be subject to the order or process issued for periods up to five (5) years.

**Manufacturing (41 CFR 102-74.345).** Federal agencies must not discriminate by segregating or otherwise against any person or persons because of race, creed, sex, color, 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 an elevator, parking, accommodations, and facilities provided on the property.

**Penalties (41 CFR 102-74.350).** A person found guilty of violating any rule or regulation in subpart C of this part while on any property under the direct and control of the U.S. General Services Administration shall be fined under title 28 of the United States Code, or imprisoned for not more than 30 days, or both.

**Impact on Other Laws or Regulations (41 CFR 102-74.355).** No rule or regulation in this subpart may be construed to conflict with any other Federal law or regulations or any State and local laws and regulations applicable to any use in which the property is situated.

# WARNING WEAPONS PROHIBITED

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 Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

|   |                                 |  |                                |
|---|---------------------------------|--|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |                                 | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   119       |
| 2. AMENDMENT/MODIFICATION NO.<br>P00001   | 3. EFFECTIVE DATE<br>04/22/2008 | 4. REQUISITION/PURCHASE REQ. NO.                               | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY<br>ICE/FPS/East CCG/Region 11/Group A<br>Immigration and Customs Enforcement<br>Federal Protective Service<br>Office of Acquisition Management<br>701 Market Street, Suite 4200<br>Philadelphia PA 19106 | CODE<br>ICE/FPS/EACCG/RL        | 7. ADMINISTERED BY (if other than item 6)                      | CODE<br>ICE/FPS/EACCG/RL       |
| 8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code)<br>COASTAL INTERNATIONAL SECURITY, INC.<br>7025 A NEWINGTON RD<br>LORTON VA 220791141  |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.                          |                                |
| CODE 7865091090000  |                                 | FACILITY CODE  |                                |
| 9B. DATED (SEE ITEM 11)   |                                 |  |                                |
|   |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>HSCBEC-08-A-00016 |                                |
|   |                                 | 10B. DATED (SEE ITEM 11)<br>04/01/2008                         |                                |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor [ ] is not [ ] is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-07P-0352K  
The purpose of this modification is for the following:

1. Remove and discard the Statement of Work and exhibits issued in the basic BPA.
2. Insert the following Statement of Work and exhibits.
3. All other terms and conditions remain the same.

Period of Performance: 05/01/2008 to 05/31/2013

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

|   |                         |                             |  |                               |                               |
|---|-------------------------|-----------------------------|--|-------------------------------|-------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>JOHN C. VITALE<br>CONTRACT ADMINISTRATOR | 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED<br>4/22/08 | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Michael D. Byrne | 15B. UNITED STATES OF AMERICA | 15C. DATE SIGNED<br>24 Apr 08 |
|---|-------------------------|-----------------------------|--|-------------------------------|-------------------------------|



|   |                                 |  |                                |
|---|---------------------------------|--|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                 | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1 119         |
| 2. AMENDMENT/MODIFICATION NO.<br>P00001   | 3. EFFECTIVE DATE<br>04/22/2008 | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>ICE/FPS/East CCG/Region 11/Group A<br>Immigration and Customs Enforcement<br>Federal Protective Service<br>Office of Acquisition Management<br>701 Market Street, Suite 4200<br>Philadelphia PA 19106 | CODE<br>ICE/FPS/EACCG/R1        | 7. ADMINISTERED BY (If other than Item 6)<br>ICE/FPS/East CCG/Region 11/Group A<br>Immigration and Customs Enforcement<br>Ofc of Acquisition Management - FPS<br>701 Market Street, Suite 4200<br>Attn: Todd Wanner<br>Philadelphia PA 19106 | CODE<br>ICE/FPS/EACCG/R1       |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>COASTAL INTERNATIONAL SECURITY, INC.<br>7025 A NEWINGTON RD<br>LORTON VA 220791141   |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.  |                                |
|   |                                 | 9B. DATED (SEE ITEM 11)  |                                |
|   |                                 | X 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>HSCBEC-08-A-00016   |                                |
|   |                                 | 10B. DATED (SEE ITEM 11);<br>04/01/2008  |                                |
| CODE 7865091090000  | FACILITY CODE                   |  |                                |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K

The purpose of this modification is for the following:

1. Remove and discard the Statement of Work and exhibits issued in the basic BPA.
2. Insert the following Statement of Work and exhibits.
3. All other terms and conditions remain the same.

Period of Performance: 06/01/2008 to 05/31/2013

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

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Michael D. Byrne |                  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)        | 16C. DATE SIGNED |

**Guard Services Requirements  
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1. **Introduction**

1.1 **Use of Acronyms**

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

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

1.2 **General Information**

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Blanket Purchase Agreement number HSCEEC-08-A-00016
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW .The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.
- C. Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having the same 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 7 includes Sections 7.1, 7.2, and so on, through the last subsection identified with a prefix of “7.”

### **1.3 Information Regarding FPS**

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

## **2 Contract Transition**

### **2.1 Phase –In**

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor’s employees. The Contractor may notify the predecessor Contractor’s employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor’s employees while they are on duty, provided that there is no interference with the Contract employee’s assigned duties (e.g., during “off hours” or during relief or lunch breaks). However, the Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor’s employees while they are on duty.
- C. The Contractor shall provide a transition plan within 5 working days after contract award. The transition plan shall include at a minimum all preliminary licensing and certifications required to initiate performance; process for transitioning predecessor employees; recruitment of new employees; and, timeline showing procurement of required equipment and uniforms. The Plan shall address:
  - 1. A strategy for implementing supervisory functions,
  - 2. The process for transitioning predecessor employees,
  - 3. Equipment inventory (radio & phone) and maintenance plan,
  - 4. Weapons Inventory and employee assignment

5. Communication plan.
  6. Relief and break plan,
  7. A plan for establishing a reserve force and the current status of staffing levels,
  8. A progress report on obtaining permits, licenses, and registrations,
  9. A status report on submitting applications for personnel clearances,
  10. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.
- D. The government will allow a maximum of 60-day start up from the time of the award of the base task order to the initial start of performance.

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

- A. The contractor shall provide a list with the total number of employees and their names performing on the Contract with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to Contract expiration and after a follow-on contract is awarded, the Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.
- B. After a new Contract is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor Contract). These records shall be provided to the successor at least 45 days prior to date of Contract expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent Contractor should cooperate to grant the employees release at a mutually agreed date.
- C. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

## **2.1 Conferences and Meetings**

- A. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the CO shall notify the Contractor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Plan.
- B. During the performance of the Contract, the 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 shall sign the written minutes of these meetings, which will be prepared by the Contractor and incorporated into the Contract file. Should the Government not concur with the minutes, the Government shall state, in writing, 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.

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

- A. The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Contractor shall possess ALL licenses required to perform services in Washington, DC.
- B. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
  - 1. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and provide any revised licenses or permits during the Contract term.
  - 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this Contract.
  - 3. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.
- C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon request of the CO or COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.
- D. Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for default.
- E. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the Contract. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- F. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall reimburse the employee for all costs and fees associated with obtaining the required license/permit.



- G. Armed security guards shall carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.
- H. 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.
- I. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default.

#### **4 Qualifications of Personnel**

##### **4.1 General Qualifications**

- A. The Contractor shall not employ illegal or undocumented aliens as guards for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.
- B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:
  - 1. Be a citizen of the United States of America. The COTR may approve Lawful Permanent Residents who are currently members of the U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.
  - 2. Have a Social Security Card issued and approved by the Social Security Administration.
  - 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.
  - 4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
  - 5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor.
  - 6. And meet *one* of the following experience/education requirements:
    - a. Three years of security experience within the past five years; or

- b. An Associate's Degree in a related field and at least one year of experience; or
  - c. Three years of military or National Guard (active duty or reserve) experience; or
  - d. Successful completion of a state certified Police Officer's Standard Training (POST) course; or
  - e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).
- C. Prior to working under the Contract, every supervisor and guard must be eligible to possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
- 1. Received a favorable preliminary adjudication from FPS;
  - 2. Passed the medical examination;
  - 3. Completed the required training;
  - 4. Passed the required examination(s);
  - 5. And meets all other qualification criteria to be an FPS Contract security guard.

## **5 Quality Control**

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

- A. The Contractor shall provide a detailed Quality Control Plan within 15 days of Contract award. The Contractor's Quality Control Plan shall include, but not be limited to, the following areas:
- 1. Identification of the Quality Control Monitor(s) assigned and include evidence of their qualifications.
  - 2. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall contract performance.

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

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

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

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

### **6.1 Order of Precedence**

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

- A. The Contract, including the task order(s);
- B. The Post Orders;
- C. 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.

## **6.2 Security Guard Post Assignment Record**

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
- B. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or Task Order modification.

## **6.3 Typical Duties**

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders and an Officer's Duty Book.
- B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- C. Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.

- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

**6.3-1 Access/Egress Posts**

- A. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.
- C. Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- D. Security guards shall answer questions and provide directions to visitors and building tenants.
- E. Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.
- F. Security guards shall perform package inspection when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology or by manual, or visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall

be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

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

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

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

#### **6.3-3 Traffic Control**

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

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

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

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

- A. Security guards shall monitor and operate building fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.
- B. When an alarm sounds, the security guard shall immediately report and record the incident as required by the Post Orders.
- C. Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems..
- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

#### **6.3-6 Utility Systems**

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.
- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the Post Orders.

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

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

#### **6.3-8 Physical Security, Law and Order**

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

#### **6.3-10 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, such as inoperative lights,

locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits.

### **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.

### **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. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the Post Orders.

### **6.3-13 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.

**6.3-14 Civil Disturbances**

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

**6.3-15 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 in coordination with the COTR, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Contractor shall immediately notify the Designated Government Official or Prime Tenant Agency, as applicable, of action taken, and shall immediately contact the FPS MegaCenter to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not completed which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the Contract employees should return to their assigned posts and duties.

**6.3-16 Primary Security Responses**

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

**6.4 Contract Security Guard Duty Register (DHS 139)**

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS 139. Security guards who patrol between buildings will sign in and out at each building visited as directed by the Post Orders. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards shall sign in and out at each post visited as directed by the Post Orders.
- B. Each successively lower line on the DHS 139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the DHS 139, the Contract employee should draw a

single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.

- D. The COTR shall retain all original DHS 139s and shall provide copies upon request by the Contractor.
- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

## 7 Key Personnel

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

### 7.1 Contract Manager (CM)

- A. The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.
- B. The CM must have either completed a four year course of study leading to a bachelor’s degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual’s capacity to effectively manage a security guard Contract/task order of the size and scope described in this SOW.

- C. The CM shall have complete authority to act for the Contractor during the term of the Task Order. **The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements.
- D. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- E. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract.
- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

## 7.2 Supervisor

- A. Each Supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, 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 terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract.
- C. The Contractor shall provide the level of supervision sufficient to meet the Contract requirements.
- D. All Supervisors shall be required to sign in on a DHS 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.

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- E. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

**8 Work Scheduling Procedures**

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

**9 Contract Guard Labor Category**

Only DOL category Guard II security guards may be utilized to perform services under this Contract. All category Guard II security guards must be firearms qualified.

**10 Contract Effort Required**

**10.1 Contract Effort Required – Productive Hours**

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

**10.2 Contract Effort Required – Supervisory Hours**

- A. The minimum supervisory hours required by the Government will be specified on each task order.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.

**10.3 Contract Effort Required – Reserve Security Guard Force**

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The 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. This is RFQ includes contract line items to be used for Temporary Additional/Emergency Services. In the event that these additional labor hours are necessary, the Contractor must coordinate with the COTR and the CO, and make note of the use of the additional contract line item for Temporary Additional/Emergency Services when invoicing.
- D. Minimal notice may be given to the Contractor when the Government requires the use of these additional labor hours. In such circumstances, the Contractor shall be compensated using the Temporary Additional/Emergency Services Rates for any temporary service performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Services Rate for any services performed after the 72-hour notification period has expired.
- E. The Temporary Additional Services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for services. Should a continuing need for additional services arise, a contract modification will be issued by the Government to provide those services.
- F. In the event a Contractor does not carry out agreed upon responsibilities (such as providing full coverage for a guard post), liquidated damages may apply. Liquidated damages will be enforced by fining the Contractor for the neglected guard post labor hours, utilizing the Temporary Additional/Emergency/Contingency labor rate.

## **11 Training**

### **11.1 General**

- E. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- F. The Training Syllabus is located in Section 4A. The Contractor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.
- G. 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.

- D. The contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing, or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the government after award.
- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract.

## **11.2 Training Requirements by Position**

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

### **11.2-1 Security Guards**

- 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 shall be provided to Contractor's employees on the first day of their basic training course.
- B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the Contract term. One-time only courses are (1) basic training; (2) FPS "orientation" training; (3) current FPS Basic Firearms Training; and, (4) the written exam. However, additional training may be required on Magnetometer/x-ray if or when the equipment or technology is changed. The training certifications, excluding FPS orientation, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract.
- C. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date.

### **11.2-2 Supervisors**

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

### **11.3 Written Examination**

- A. Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Contractor must schedule with FPS the Government-administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- B. If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.
- C. No waivers shall be granted regarding the testing policies and procedures.

### **11.4 Weapons Training and Qualification**

- A. The Contractor is responsible for providing a minimum of thirty-two (32) hours of firearms training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the thirty-two (32), twenty-four (24) hours **must** be actual training/shooting time on a firing range. This thirty-two (32) hour requirement is in addition to the eight (8) hours of Baton and/or OC Spray (as appropriate) for a total of forty (40) hours of weapons training.
- B. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.

- C. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Contractor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.
- D. Each firearms qualification “session” consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. See Exhibit 4E. The contractor shall be required to provide a minimum of eight (8) hours remedial training after each “failed” session until the employee successfully achieves a qualifying score. The Contractor is responsible for determining what training the employees will need to complete to successfully qualify. The contractor shall document the employee’s file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify
- E. Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 32 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 **and** that the training was relevant to the firearm requirement described herein. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.
- F. All security officers reporting for their Annual Weapon Qualification sessions are required to have an Exhibit 8A or a FPS weapons card **which** must be submitted prior to the safety test portion of the session. The following instances require the security officer to have an Exhibit 8A:
1. All security officers who are new hires must have and Exhibit 8A indicating they have received 32 hours of Firearms Training.
  2. All security officers transitioning to a new weapon system (revolver to a Semi Auto or Semi Auto to revolver) must have received 32 hours of Firearms Training on the new weapon system.
  3. All security officers who failed their previous qualification session must receive a **minimum** 8-hours of remedial firearms training from the contractor before attempting to re-quality.
  4. All security officers who do not have a **current** FPS weapons card must have an Exhibit 8A documenting that they have received a **minimum** of 8 hours of remedial firearms training.
    - Additionally, Security Officers are required to wear appropriate attire at their Weapon Qualification sessions. The preferred attire should include issued uniform with gun belt and keepers, and their issued footwear (shoes or boots). But, if the security officer is a new hire, casual wear is authorized and shirts must



be tucked inside pants to ensure belt keepers are utilized properly. At no time will athletic wear (Sweat pants, tank tops, open toe shoes or flip flops) be allowed.

Note- All expired cards will be confiscated.

- G. If the weapon platform required under this Contract is different from the guard's previous qualification, the Contractor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition training plan, if applicable.
- H. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current FPS targets only. The Contractor shall furnish an adequate supply of targets for weapons qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Contractor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
- I. The contractor is responsible for providing the certification training specified by the manufacturers' recommendations and/or any state or local requirements that may apply 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, stuns weapons, etc.), equipment, or devices required in this Task Order.
- J. All security officers who are required to be armed in the performance of their duties will carry all required magazines at full capacity and carry their weapon in a "Duty-Ready" manner (magazine in the weapon and a round in the chamber).

#### **11.4-1 Annual Firearms Re-Qualification**

- A. The Contractor shall ensure that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course annually. Any guard attempting annual re-qualification who fails to re-qualify is no longer certified to carry a weapon and shall not be permitted to work on an armed post. Refresher training for intermediate weapons will also be conducted. The costs of such preparations should be factored into the offering prices, as it will not be itemized or paid for separately by the Government.
- B. Successful firearms range qualification by Contract employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this Contract.
- C. The Contractor shall provide the necessary weapons and ammunition for training and qualifications. If an FPS Training Center is used to conduct range qualifications, the Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to the FPS Training

Center. All Contractor-provided weapons used for qualifications of Contract employees will be made available for inspection and approval by an FPS representative prior to use on any Government firing range. Contract employees must adhere to the rules and regulations of the firing range. . The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

D. [Other weapons. Delete if not used.]

#### **11.5 Minimum Age for Firearms Licensing**

- A. Notwithstanding the minimum age requirement cited elsewhere in the Statement of Work, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.
- B. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

#### **11.6 FPS-Specific Training**

- A. All Contract employees must receive FPS-specific training. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the Contract and prior to the Contract start date. See Exhibit 4C.
- B. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

#### **11.7 Government-Provided Magnetometer/X-Ray Training**

All Contract employees shall receive up to eight (8) hours of Government-provided training on the use and handling of magnetometers and/or x-rays. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion.

#### **11.8 CPR/AED/First Aid Training**

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract.
- B. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for one year. Prior to the expiration of

the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques and be conducted in accordance with American Red Cross (ARC) standards by ARC certified instructors.

C. First Aid training and certification shall be valid for a period of three years. Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.

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

**11.9 Other Special Training**

A. In certain cases, the Contractor’s employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to compensate all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress.

**11.10 Training of Replacement Employees**

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

**11.11 Schedule of Provided Training and Testing**

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

**11.12 Government Provided Training - Failure to Attend**

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

**11.13 Training Waivers**

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

## **12 Medical and Physical Qualifications**

### **12.1 General**

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

### **12.2 Medical Standards**

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF

78. The Contractor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the Contract. No guard shall be permitted to work under the Contract until the certificate and medical documentation has been reviewed and approved for compliance with the Contract by the COTR.
- D. All Contract employees must meet the following medical standards:
1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial 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.
  2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. Use of a hearing aid is authorized.
  3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
  4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
  5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
  6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
  7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.

8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

### 12.3 Physical Demands

- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
- a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
  - b. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
  - c. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
  - d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
  - e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
  - f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
  - g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
  - h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).
- B. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO's request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

**12.4 Initial and Recurring Screening for Illegal Drugs**

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

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

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this contract over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration’s (SAMHSA) “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” These guidelines can be accessed via the Internet at: [www.health.org/GDLNS-94.htm](http://www.health.org/GDLNS-94.htm) or at: <http://wmcare.samhsa.gov>.<sup>1</sup> The Contractor is strongly urged to use one of the laboratories listed on SAMHSA’s “*Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies*,” which is accessible via the Internet at: [www.health.org/labs/index.htm](http://www.health.org/labs/index.htm) or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA’s current list, the Contractor must verify whether the laboratory’s methodology conforms to SAMHSA’s guidelines prior to utilizing that laboratory to perform drug screenings.
- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract may be modified to permit the use of those methods.
- E. The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.
- F. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

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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.



### **12.5 Government Requested Screening**

- A. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the CO will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 15.4 above.
- B. Contract employees who undergo targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening are negative, the Government shall bear the expense of the screening. This does not apply to the pre-employment urine drug screening. In the event that the results are positive, the Contractor shall immediately remove the Contract employee(s) with a positive reading from the Contract and immediately inform the COTR and CO of the result and the employee's removal from the Contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- C. Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

### **13 Conduct of Contractor Personnel**

- A. In accordance with the SGIM, the Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

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

**14 Contract Employee Reinstatements**

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

**15 Government and Contractor Furnished Property**

**15.1 General Information**

- A. The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this Contract.
- B. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

**15.1-1 Use of Government Property**

- A. Government property shall be used for official Government business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use government

property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.

- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

#### **15.1-2 Accountability of Government Property**

- A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.
- B. Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- C. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

#### **15.1-3 Safeguarding Government Property**

- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this Contract requires that the Contractor employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her

own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

## **15.2 Contractor Furnished Property**

### **15.2-1 General Information**

- A. The Contractor shall furnish and maintain in acceptable condition, at no cost to Contract employees, all items of uniform and equipment necessary to perform work required by the Contract (including each task order issued under this Contract). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.
- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

### **15.2-2 Equipment**

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

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

use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.

2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
3. 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.
4. The amount and type of ammunition, including additional rounds for contingency. 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. The Contractor shall provide a list of serial numbers of firearms that will be present on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.

### **15.2-3 Uniforms**

- A. As specified in Exhibit 2C, the Contractor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the contract price.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and 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. Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

#### **15.2-4 Supplementary Equipment**

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

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

- A. FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below. Supplementary regulations, which are provided to the Contractor by the CO or his/her authorized representative shall also be in effect and will be incorporated by Contract modification.
- B. An Officer's Duty Book shall be furnished by the COTR and maintained by the Contractor at each post and shall contain complete duty instructions.
- C. A separate loose-leaf binder shall be furnished 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. 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) handbook contains the information all security guards and supervisors must read and be familiar with prior to assuming duties under this Contract. The COTR shall give the Contractor one (1) electronic copy of this manual at the pre-performance meeting held shortly after Contract award. The Contractor shall provide to each uniformed Contract employee a legible, securely bound copy of the SGIM upon beginning the basic training course.

#### **17 Security Guard Certification /Security Requirements**

##### **17.1 General**

- A. All personnel performing on this Contract must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until

appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after Contract award.

- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (see Section 12 above);
  2. Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
  3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;<sup>2</sup> this does not include the FPS Written Exam.
  4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an FPS certification card:
    - a. Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility. (See Exhibit 6.)
    - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
    - c. Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
    - d. Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). This certification is valid for one (1) year. The Contractor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If

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

at any time a guard has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the guard from work under the contract that may require use of a firearm. The Contractor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.

- C. The certification card shall be worn on the outermost garment of the guard's uniform.
- D. As determined by the COTR, The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/AED/First Aid card and a valid firearms permit.
- E. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.
- H. Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/AED/First Aid certification). See Exhibit 11.
- I. The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

## **17.2 Security Management**

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

## **17.3 Suitability Determination / Entry on Duty Decision**



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

**17.4 Suitability Adjudication**

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

5. Foreign National Relatives or Associates Statement;
  6. Lautenberg Amendment Statement;
  7. Drug Questionnaire;
  8. Alcohol Questionnaire ;
  9. Financial Disclosure Report;
  10. Contractor Information Worksheet.
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing)".
1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).

- G. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
  2. Possessing a record of arrests for continuing offenses;
  3. Falsification of information entered on suitability background investigation forms.
- H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
  2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- I. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
  2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

## **18 Security Clearance Requirements**

### **18.1 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 Section J, 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, Section J, Exhibit 6A, Security Clearance Requirements).

- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.
- E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- F. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
  - a. Standard Form 85P, "Questionnaire for Public Trust Positions"
  - b. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions"
  - c. Lautenberg Amendment Statement (plus one copy)
  - d. FD Form 258, "Fingerprint Card" (2 copies)
  - e. Foreign National Relative or Associates Statements
  - f. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
  - g. Drug Questionnaire

- h. Alcohol Questionnaire
- i. Contractor Information Worksheet

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

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

**18.2 Access To Classified Information (Contractor)**

- A. The DHS has determined that the performance of this Contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.
- B. See Section J, 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 Section J, Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035 (Industrial Security Program), and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified

information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.

- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty- (30) days prior to the Contract start-up date.
- E. Interim Personnel Clearance Level – Applicants for SECRET may be routinely granted a interim personnel clearance level as appropriate, provided there is not evidence of adverse information of material significance. The interim status will cease if results are favorable following completion of full investigation requirements. **Non-U.S. citizens are not eligible for access to classified information on an interim basis.**
- F. If access to classified information is required as identified in Section J, Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the DHS MD 11035, Industrial Security Program prior to Contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the Contract for the convenience of the Government.

### **18.3 Continued Eligibility**

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

employees' name and social security number, along with the adverse information being reported.

- E. The Contractor must notify the Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, and the tenant agency provided the Contract employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

**19 Contractor's Personnel Filing System**

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



11. A copy of the DHS certification card as required by the COTR;
  12. A copy of all firearm licenses and certifications required by state and local regulations;
  13. Records of guard's suitability information (including date current suitability expires);
  14. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
  15. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
  16. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
  17. To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluation (SF-78) may be filed separately by the Contractor.
- B. The CO or COTR shall have the express authority to review any Contract employee's file at any time during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
- C. The CO or COTR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all Contract employees pertaining to Contract requirements.
- D. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- E. False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

## **20     Performance Evaluations**

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

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- C. being given. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Contract file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation. The CO and/or COTR shall meet with the Contractor prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the Contract by the Contractor.
- 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.

**LIST OF EXHIBITS**

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## SECTION J, EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS  
andDHS ICE FPS Contract Suitability Adjudication (CSA) Section  
Security Officer (Contract Guard) Required Background Investigation Forms  
For a National Agency Check and written Inquiries (NACI ) with Credit

| Form Number                             | Form Title  |
|---|---|
| <b>Required Administrative Forms</b>    |   |
| I-9                                     | Employment Eligibility Verification   |
| GSA 3155                                | Offence/Incident Report   |
| SF-78                                   | Certificate of Medical Examination  |
| DHS-139                                 | Record of Time of Arrival and Departure from Building<br>(Security Hours)   |
|   | Equipment Performance Test Report   |
| GSA-2580                                | Security Post Assignment Record   |
| <b>CSA NACI + Credit Required Forms</b> |   |
| <b>1. Pending</b>                       | FPS Contract Information Worksheet (CIW)  |
| <b>2. FD-258</b>                        | FBI Applicant Fingerprint Cards, Form: <b>FD-258</b> , from two (2) "rolled" fingerprinting sessions. <i>(Not 2 copies of the same electronic capture). (NOTE: A live scan device connected to the FPS maybe used in lieu of FD 258 cards.)</i> |
| <b>SF 85P-S</b>                         | <i>ALL Contract Guard suitability packages will require the SF 85P-S package, which when completed, produces the following three (3) forms, (#3, 4, &amp; 5) generated from <u>inside</u> the OPM e-QIP web portal.</i>                         |
| <b>3. SF 85P-S CER</b>                  | Certification Page (CER) that the <u>OPM e-QIP</u> application is complete & accurate   |
| <b>4. SF 85P-S REL</b>                  | General Release (REL) "Authorization For Release Of Information   |
| <b>5. SF 85P-S MEL</b>                  | Authorization For Release Of Medical Information Signature Page (MEL).  |
| <b>6. DHS 11000-6</b>                   | <b>Non-Disclosure Agreement</b>   |
| <b>7. DHS Form 11000-9,</b>             | <b><u>Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act . (Credit Authorization Release)</u></b>  |
| <b>8.</b>                               | <b>Lautenberg</b> Amendment Statement (Exhibit 1b)  |
| <b>9.</b>                               | <b>Drug</b> Questionnaire (Exhibit Attachment 1)  |
| <b>10.</b>                              | <b>Alcohol</b> Questionnaire (Exhibit Attachment 2)   |
| <b>11.</b>                              | <b>Foreign National</b> Relatives or Associates Statement (Exhibit Attachment 3)  |

NOTE: Blue Type Font indicates the OPM e-QIP System Process and Forms.

## SECTION J, 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)

## SECTION J, 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         |
|---|-------------|
| Cell phone with two-way capability                                  | 1 per supv  |
| Radio, portable, handy-talkie, four (4) watts, with Helifex antenna | 1 per post  |
| Charger, rapid rate   | 1 per radio |
| Battery, rapid rate nickel-cadmium                                  | 1 per radio |
| Standard carrying case, slim-line size                              | 1 per radio |
| Base Station  | 1 per site  |

**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.

**SECTION J, 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:**



**SECTION J, 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   |            |
| 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   | Frame style cap OR Baseball style cap*   | 1ea        |
| 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 (w/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        |
| 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          |

\* These items can be consistent with uniforms provided to personnel by security companies.

**SECTION J, EXHIBIT 2D**

**CONTRACTOR FURNISHED SUPPLIMENTARY 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 | 2-Cell Mini-Mag or comparable | 1 per guard |
|                       |                               |             |
|                       |                               |             |
|                       |                               |             |
|                       |                               |             |
|                       |                               |             |
|                       |                               |             |
|                       |                               |             |

## SECTION J, EXHIBIT 2E

### CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

The contractor will provide adequate supply of weapons to ensure all armed post requirements comply with this statement of work and the following specifications:

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is 9MM. The magazine shall hold a minimum of 10 rounds and not more than 17. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

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

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

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

The following pistols are recommended:

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

Ammunition type is authorized:

124 grain Jacketed Hollow Points.

Recommended Brands

Federal  
Speer  
Winchester  
Remington

**SECTION J, 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.

**SECTION J, 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:**

**SECTION J, 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                      |                            |            |
|                           |                            |            |
|                           |                            |            |
|                           |                            |            |
|                           |                            |            |

**SECTION J, EXHIBIT 3D**

**GOVERNMENT FURNISHED SUPPLIMENTARY 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                  |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |
|                       |                            |            |

Mar 08

**SECTION J, EXHIBIT 3E**

**GOVERNMENT FURNISHED FIREARMS AND AMMUNITION**

None Required



Mar 08

## SECTION J, 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:

**SECTION J, 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**

| Subject  | Hours | Scope   |
|--|-------|---|
| 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 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   |

SECTION J, EXHIBIT 4A, Continued

| Subject  | Hours | Scope   |
|--|-------|---|
| Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)            | 1     | to facilitate training objectives will be acceptable. 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: Overview (CHAPTERS TWO AND NINE, SGIM) | 1     | 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:                                       | 1     | Role-playing or other interactive methods between instructor and students using scenarios of human  |

## SECTION J, EXHIBIT 4A, Continued

| Subject   | Hours | Scope  |
|---|-------|--|
| Interactive Training  |       | 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 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   |

## SECTION J, EXHIBIT 4A, Continued

| Subject  | Hours | Scope  |
|--|-------|--|
|  |       | 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 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  |

## SECTION J, EXHIBIT 4A, Continued

| Subject   | Hours | Scope  |
|---|-------|--|
|   |       | records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.  |
| Special Situations<br>(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<br>(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,<br>and Weapons of Mass<br>Destruction (WMD)<br>(CHAPTERS ELEVEN<br>AND FOURTEEN, SGIM) | 4     | 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<br>(CHAPTER TWELVE,<br>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<br>(CHAPTER THIRTEEN,<br>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<br>Incidents<br>(CHAPTER FOURTEEN,<br>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<br>(CHAPTER FIFTEEN,<br>SGIM)  | 2     | Lecture and practical applications to instruct guards on identifying and responding to hostage situations.   |
| Sabotage and Espionage<br>(CHAPTER SIXTEEN,<br>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  |

## SECTION J, EXHIBIT 4A, Continued

| Subject              | Hours | Scope  |
|----------------------|-------|--|
|                      |       | 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.

## SECTION J, 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**

| Subject                                  | Hours | Scope  |
|--|-------|--|
| 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  |



## SECTION J, EXHIBIT 4B, Continued

| Subject  | Hours | Scope   |
|--|-------|---|
|  |       | will focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.  |
| Purpose of Discipline                            | 1     | Instructor(s) will discuss the purpose of discipline and the use of praise and criticism to encourage and motivate employees. 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.  |

**SECTION J, 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**

| <b>Subject</b>                               | <b>Hours</b> | <b>Scope</b>  |
|--|--------------|---|
| 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.  |

**SECTION J, EXHIBIT 4C, Continued**

| 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</p>   |

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**SECTION J, EXHIBIT 4C, Continued**

| <b>Subject</b> | <b>Hours</b> | <b>Scope</b> |
|----------------|--------------|--------------|
|                |              | techniques.  |

**SECTION J, 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**

| Subject  | Hours | Scope   |
|--|-------|---|
| 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   | 0.5   | Describe police professionalism today,  |

## SECTION J, EXHIBIT 4D, Continued

| Subject  | Hours | Scope   |
|--|-------|---|
| Professionalism Part I: Overview (CHAPTER TWO, SGIM)               |       | including the expanding use of 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 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  |

## SECTION J, EXHIBIT 4D, Continued

| Subject   | Hours | Scope   |
|---|-------|---|
|   |       | 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: 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  | 0.5   | Provide the security guard with the   |

## SECTION J, EXHIBIT 4D, Continued

| Subject  | Hours | Scope   |
|--|-------|---|
| (CHAPTER THREE, SGIM)                              |       | knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".  |
| Authority to Detain (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   |



## SECTION J, EXHIBIT 4D, Continued

| Subject  | Hours | Scope  |
|--|-------|--|
| Post Duties (CHAPTER FOUR, SGIM)                             | 0.5   | the Duty Book.<br>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)       | 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                                     |

**SECTION J, EXHIBIT 4D, Continued**

| Subject   | Hours | Scope  |
|---|-------|--|
|   |       | 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, 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.   |

## SECTION J, EXHIBIT 4D, Continued

| Subject  | Hours | Scope   |
|--|-------|---|
|  |       | Emphasis shall be placed upon effective response to civil disturbances.   |
| Bomb Threats and Incidents<br>(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.                      |
| Hostage Situations<br>(CHAPTER FIFTEEN, SGIM)          | 1     | Lecture and practical applications to instruct guards on identifying and responding to hostage situations.  |
| Sabotage and Espionage<br>(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.          |

**SECTION J, EXHIBIT 4E**

**CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS**

The Contractor must present and certify eight (8) hours of annual baton and/or OC Spray (as appropriate) refresher training and annual weapons qualification using the course of fire in Section J, Exhibit 4E of this Contract. The Contractor must coordinate with the Contracting Officer for FPS to monitor the course of fire. 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.

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

**Handgun Qualification Course**

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**SECTION J, EXHIBIT 4E, continued**

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:<br>Draw and fire one (1) round in two (2) seconds and re-holster.<br>Draw and fire two (2) rounds in two (2) seconds and re-holster.<br>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. |

**SECTION J, EXHIBIT 4E, continued**

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

**SECTION J, EXHIBIT 4E, continued**

| STAGE | DISTANCE | ROUNDS | POSITION  | DESCRIPTION   |
|-------|----------|--------|---|---|
|       |          |        |   | 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 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   |

**SECTION J, EXHIBIT 4E, continued**

| STAGE | DISTANCE | ROUNDS | POSITION | DESCRIPTION  |
|-------|----------|--------|----------|--|
|       |          |        |          | 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.



## SECTION J, EXHIBIT 4F

### ANNUAL GUARD 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 reporting for their Annual Weapon Qualification sessions are required to have an Exhibit 8A or a FPS weapons card which must be submitted prior to the safety test portion of the session. The following instances require the security officer to have an Exhibit 8A:

1. All security officers who are new hires must have an Exhibit 8A indicating they have received 32 hours of Firearms Training.
2. All security officers transitioning to a new weapon system (revolver to a Semi Auto or Semi Auto to revolver) must have received 32 hours of Firearms Training on the new weapon system.
3. All security officers who failed their previous qualification session must receive a minimum 8 hours of remedial firearms training from the contractor before attempting to re-quality.
4. All security officers who do not have a current FPS weapons card must have an Exhibit 8A documenting that they have received a minimum of 8 hours of remedial firearms training.

Additionally, Security Officers are required to wear appropriate attire at their Weapon Qualification sessions. The preferred attire should include issued uniform with gun belt and keepers, and their issued footwear (shoes or boots). But, if the security officer is a new hire, casual wear is authorized and shirts must be tucked inside pants to ensure belt keepers are utilized properly. At no time will athletic wear (Sweat pants, tank tops, open toe shoes or flip flops) be allowed. Note- All expired cards will be confiscated.

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)

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**SECTION J, EXHIBIT 4E, continued**

**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.

## SECTION J, EXHIBIT 4F, continued

**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.

## SECTION J, EXHIBIT 4F, continued

**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.

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## **SECTION J, EXHIBIT 4G**

### **CONTRACTOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING AND QUALIFICATIONS**

The Contractor must present and certify eight (8) hours of annual baton and/or OC Spray (as appropriate) refresher training and annual weapons qualification using the course of fire in Section J, Exhibit 4E of this Contract. The Contractor must coordinate with the Contracting Officer for FPS to monitor the course of fire.

SECTION J, 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-11 and Section J Exhibit 4A as required by Contract number \_\_\_\_\_.

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

The Basic Training Subjects as identified in Section J 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.

SECTION J, 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-11 and Section J Exhibit 4B as required by Contract number \_\_\_\_\_.

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

The Supervisory Training Subjects as identified in Section J 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.

**SECTION J, 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-11 and Section J Exhibit 4C as required by Contract number \_\_\_\_\_.

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

The Government Provided Subjects as identified in Section J 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.



SECTION J, 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-11 and Section J Exhibit 4D as required by Contract number \_\_\_\_\_.

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

The Refresher Training Subjects as identified in Section J 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.

SECTION J, 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-11 and Section J 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 Section J 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.

SECTION J, 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-11 and Section J 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 Section J 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.

**SECTION J, EXHIBIT 6**

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

**Employee's Name:**

\_\_\_\_\_

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

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

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

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

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

*This certification shall be completed and submitted to the LCOTR with the Contract employee's suitability documentation (FPS 176, FD-258 Fingerprint Cards, and I-9 Employment Eligibility Verification) prior to the employee's initial performance under the contract and every three (3) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.*

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**SECTION J, EXHIBIT 6A**

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

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

SECTION J, 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.)

| Dates<br>(From - To) | Position or Title | Company Name<br>and Address | Reference and<br>Phone Number |
|----------------------|-------------------|-----------------------------|-------------------------------|
|                      |                   |                             |                               |
|                      |                   |                             |                               |
|                      |                   |                             |                               |
|                      |                   |                             |                               |
|                      |                   |                             |                               |

**SECTION J, 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.

SECTION J, EXHIBIT 6C

SECURITY SUITABILITY REQUIREMENTS

| Facility Clearance     | Required | Not Req'd |
|------------------------|----------|-----------|
| Top Secret             |          |           |
| Final Secret           |          |           |
| <b>DHS Suitability</b> |          |           |

| Personnel Clearance    | Post Requirements (or "None") |
|------------------------|-------------------------------|
| Top Secret             |                               |
| Final Secret           |                               |
| DOE "Q"                |                               |
| DOE "L"                |                               |
| NRC "Q"                |                               |
| NRC "L"                |                               |
| <b>DHS Suitability</b> |                               |
|                        |                               |

**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.



## SECTION J, EXHIBIT 7

### CONDUCT ON FEDERAL PROPERTY Conduct on Federal Property (Federal Management Regulations)

#### Applicability

A. §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

B. §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

C. §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

D. §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

E. §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**

**F. §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**

**G. §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**

**H. §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**

**I. §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**

**J. §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**

K. §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**

L. §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**

M. §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**

N. §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**

O. §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;

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(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**

P. §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**

Q. §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**

R. §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**

S. §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**

T. §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)).

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U.S. DEPARTMENT OF HOMELAND SECURITY

**FEDERAL PROTECTIVE SERVICE (FPS)  
NATIONAL CAPITAL REGION TRAINING AND TESTING FACILITY**

|   |                         |
|---|-------------------------|
| <b>Name of Contractor:</b>                      | <b>Date (mm/dd/yy):</b> |
| <b>Contract Guard's Name (Last, First, MI):</b> | <b>SSAN:</b>            |

I hereby certify that the above named contract guard employee has completed the training indicated as follows:

|  |                                   |                         |
|--|-----------------------------------|-------------------------|
| <b>INITIAL Firearms Training Subject:</b><br><input type="checkbox"/> .38 Cal <input type="checkbox"/> 9 mm <input type="checkbox"/> .40 Cal | <b>Date Completed (mm/dd/yy):</b> | <b>Number of Hours:</b> |
|--|-----------------------------------|-------------------------|

|   |                                   |                         |
|---|-----------------------------------|-------------------------|
| <b>REMEDIAL Firearms Training Subject:</b><br><input type="checkbox"/> .38 Cal <input type="checkbox"/> 9 mm <input type="checkbox"/> .40 Cal | <b>Date Completed (mm/dd/yy):</b> | <b>Number of Hours:</b> |
|---|-----------------------------------|-------------------------|

The contractor shall be responsible for all firearms training required for all employees, including supervisors, working under contract where firearms are required. They shall be trained in the correct handling and safe use of firearms, ammunition and that each employee has demonstrated efficiency in firearms qualification.

**ATTENTION – THIS STATEMENT MUST BE SIGNED**

**(READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT)**

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

**AUTHORITY FOR RELEASE OF INFORMATION**

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

**CERTIFICATION**

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

|   |                            |                         |
|---|----------------------------|-------------------------|
| <b>Contractor / Authorized Designee Printed Name:</b> | <b>Signature (in ink):</b> | <b>Date (mm/dd/yy):</b> |
|---|----------------------------|-------------------------|

|   |                            |                         |
|---|----------------------------|-------------------------|
| <b>FPS Reviewing Official Printed Name / Title:</b> | <b>Signature (in ink):</b> | <b>Date (mm/dd/yy):</b> |
|---|----------------------------|-------------------------|

**Mar 08**

**Exhibit Attachment 1 - Drug Questionnaire:  
Security/Suitability Questionnaire Regarding Drug/Controlled Substance Involvement**



**U.S. Immigration  
and Customs  
Enforcement**

**Security  
Enforcement**

**U.S. Department of Homeland  
Immigration and Customs  
Federal Protective Service  
Contract Suitability Adjudication**

Branch  
TO:

DHS ICE FPS R11, TMB  
CSA Section, Contract Guard  
1900 Half St. SW, 5<sup>th</sup> Floor  
Washington, DC 20536

**Name:**

\_\_\_\_\_

**SSN#:** \_\_\_\_\_  
**Contract Company:** \_\_\_\_\_

**Security/Suitability Questionnaire Regarding Drug/Controlled Substance Involvement**

**DEPARTMENT OF HOMELAND SECURITY DRUG POLICY - The illegal use, sale, possession, transfer, or manufacture of any controlled substance/illegal drug by an employee of the Department of Homeland Security and its components will not be condoned.**

**WARNING - A false answer to any of the written questions below may be grounds for terminating your employment in a sensitive position with the Department of Homeland Security, and may be punishable by fine or imprisonment. All of the information you give will be considered in reviewing your case and is subject to further investigation. (18 U.S. Code, Section 1001.)**

Please provide your responses to the following questions concerning drug usage. Then complete the certification. You should provide sufficient detail to explain your particular situation, while directly addressing each area of concern. You may use additional sheets if necessary. Should you voluntarily decline to provide answers, complete the declination at the end of this form.

1. Are you now using/abusing and/or have you ever used/abused any controlled substances or illegal drugs? YES \_\_\_\_\_. NO \_\_\_\_\_. If yes, please answer the following:
  - a. Provide information concerning the date and circumstances when you first used/abused illegal \_\_\_\_\_ drugs or controlled substances.

**Exhibit Attachment 1 - Drug Questionnaire:  
Security/Suitability Questionnaire Regarding Drug/Controlled Substance Involvement**

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b. Specify any and all illegal drugs/controlled substances you have ever used/abused.

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c. Specify the frequency you used/abused the illegal drugs/controlled substances listed above?

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d. When was the last time you used/abused each of the illegal drugs/controlled substances listed above?

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e. Have you ever sought professional or non-professional treatment for drug/controlled substance use/abuse? YES \_\_\_\_\_. NO \_\_\_\_\_. If yes, specify dates, treatment facility or facilities, program(s) attended, medication(s) prescribed, and the name(s) and address(s) of care provider(s).

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**Exhibit Attachment 1 - Drug Questionnaire:  
Security/Suitability Questionnaire Regarding Drug/Controlled Substance Involvement**

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2. Have you ever been involved in the sale and/or possession of any illegal drugs or controlled substances? YES \_\_\_\_\_. NO \_\_\_\_\_. If yes, provide details.

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**Exhibit Attachment 1 - Drug Questionnaire:  
Security/Suitability Questionnaire Regarding Drug/Controlled Substance Involvement**

3. In regards to drug/controlled substance related offenses; have you ever been?

- Arrested or, YES \_\_\_\_\_. NO \_\_\_\_\_.
- Charged with, YES \_\_\_\_\_. NO \_\_\_\_\_.
- Indicted for, or YES \_\_\_\_\_. NO \_\_\_\_\_.
- Convicted YES \_\_\_\_\_. NO \_\_\_\_\_.

If yes to any of the above, provide details.

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**CERTIFICATION** - I hereby certify that all of the statements made on these pages are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I certify that I have read and understand the above stated Department of Homeland Security policy regarding drug related activity.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**DECLINATION** - I hereby decline the right to answer the above questions. I understand that by doing so, the Department of Homeland Security will make a determination of my eligibility for employment, continued employment, or security determination based on the investigative information available.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Exhibit Attachment 2 - Alcohol Use Questionnaire:  
Security/Suitability Questionnaire Regarding Alcohol Use**



**U.S. Immigration  
and Customs  
Enforcement**

**U.S. Department of Homeland Security  
Immigration and Customs Enforcement  
Federal Protective Service  
Contract Suitability Adjudications Branch**

TO:

DHS ICE FPS R11, TMB  
CSA Section, Contract Guard  
1900 Half St. SW, 5<sup>th</sup> Floor  
Washington, DC 20536

Name: \_\_\_\_\_  
SSN#: \_\_\_\_\_

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

**Security/Suitability Questionnaire Regarding Alcohol Use**

**WARNING** - A false answer to any of the written questions below may be grounds for terminating your employment in a sensitive position with the Department of Homeland Security, and may be punishable by fine or imprisonment. All of the information you give will be considered in reviewing your case and is subject to further investigation. (18 U.S. Code, Section 1001.)

Please provide your responses to the following questions concerning alcohol use. Then complete the certification. You should provide sufficient detail to explain your particular situation, while directly addressing each area of concern. You may use additional sheets if necessary. Should you voluntarily decline to provide answers, complete the declination at the end of this form.

1. What is the extent of your current alcohol use?

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

2. Has the use of alcohol ever affected your past or present job performance or resulted in the loss of a job? YES \_\_\_\_\_. NO \_\_\_\_\_. If yes, provide details.

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

**Exhibit Attachment 2 - Alcohol Use Questionnaire:  
Security/Suitability Questionnaire Regarding Alcohol Use**

3. Has the use of alcohol ever resulted in an arrest or traffic citation? YES \_\_\_\_\_. NO \_\_\_\_\_. If yes, explain when, where, why, and by whom.

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4. Has the use of alcohol ever resulted in a vehicle accident? YES \_\_\_\_\_. NO \_\_\_\_\_. If yes, explain where, when and the specific circumstances.

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5. Have you ever sought professional or non-professional treatment for alcohol use? YES \_\_\_\_\_. NO \_\_\_\_\_. If yes, specify dates, treatment facility or facilities, program(s) attended, medication(s) prescribed, and the name(s) and address(es) of care provider(s).

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**CERTIFICATION** - I hereby certify that all of the statements made on these pages are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**DECLINATION** - I hereby decline the right to answer the above questions. I understand that by doing so, the DHS Office of Professional Responsibility will make a determination of my eligibility for employment, continued employment, or security determination based on the investigative information available.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Exhibit Attachment 2 - Alcohol Use Questionnaire:  
Security/Suitability Questionnaire Regarding Alcohol Use**

MAR 08



**U.S. Department of Homeland Security**  
Immigration and Customs Enforcement  
Federal Protective Service  
Contract Suitability Adjudications Branch

TO:

DHS ICE FPS R11, TMB  
CSA Section, Contract Guard  
1900 Half St. SW, 5<sup>th</sup> Floor  
Washington, DC 20536

SSN#: \_\_\_\_\_  
Contract Company: \_\_\_\_\_

**FOREIGN NATIONAL RELATIVES OR ASSOCIATES STATEMENT:**

**Please describe the nature, frequency, and degree of your contact with the foreign national relatives/associates you listed on your standard security questionnaire. (Attach a separate sheet with your name and social security number if you need additional space).**

Name of Relative

Nature, Frequency and Degree of Contact

Certification:

I hereby certify that I will notify the Department of Homeland Security's Director of Security if, for any reason, my relatives or associates are used in an effort to coerce, influence, or pressure me to act in a manner contrary to the interests of the national security.

\_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**MAR 08**

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**Print Name:**

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  | 1. CONTRACT ID CODE  |  | PAGE OF PAGES<br>1 2                   |  |
| 2. AMENDMENT/MODIFICATION NO.<br>P00002   |  | 3. EFFECTIVE DATE<br>05/19/2008  |  | 4. REQUISITION/PURCHASE REQ. NO.       |  |
| 6. ISSUED BY<br>ICE/FPS/East CCG/Region 11/Group A<br>Immigration and Customs Enforcement<br>Federal Protective Service<br>Office of Acquisition Management<br>701 Market Street, Suite 4200<br>Philadelphia PA 19106 |  | 7. ADMINISTERED BY (if other than item 6)<br>ICE/FPS/East CCG/Region 11/Group A<br>Immigration and Customs Enforcement<br>Ofc of Acquisition Management - FPS<br>701 Market Street, Suite 4200<br>Attn: Todd Wanner<br>Philadelphia PA 19106 |  | 5. PROJECT NO. (if applicable)         |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)<br>COASTAL INTERNATIONAL SECURITY, INC.<br>7025 A NEWINGTON RD<br>LORTON VA 220791141  |  | 9A. AMENDMENT OF SOLICITATION NO.<br>(x)   |  | 9B. DATED (SEE ITEM 11)                |  |
| CODE 7865091090000 FACILITY CODE  |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>HSCEEC-08-A-00016   |  | 10B. DATED (SEE ITEM 11)<br>04/01/2008 |  |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K

The purpose of this modification is for the following:

1. To change the description of TAS hours at 1301 Constitution, NW, Washington, DC in the following manner:

From: [REDACTED] b4

To: Not to exceed "\$500,000.00" for the five year period of performance.

2. Fully funded calls against the BPA will be issued separately for Temporary Additional Continued ...

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

|  |  |                                   |  |                               |  |
|--|--|-----------------------------------|--|-------------------------------|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>JOHN C. VITALE CONTRACT ADMIN |  | 15B. CONTRACTOR/OFFEROR<br>       |  | 15C. DATE SIGNED<br>5/29/08   |  |
| 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Michael D. Byrne |  | 16B. UNITED STATES OF AMERICA<br> |  | 16C. DATE SIGNED<br>28 May 08 |  |



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEEC-08-A-00016/P00002

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 COASTAL INTERNATIONAL SECURITY, INC.

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Services at 1301 Constitution and the Mellon Auditorium against the "not to exceed" ceiling amount of \$500,000 as described above.</p> <p>3. Administration of the BPA and subsequent calls is transitioned to FPS Contracting Officer Peter Andrews, [REDACTED] b6 [REDACTED] b2Low [REDACTED]</p> <p>4. All other terms and conditions remain the same.<br/>                     Period of Performance: 06/01/2008 to 05/31/2013</p> |                 |             |                   |               |