

Company Name:
TW and Company

Contract Number:
HSCEGI-07-D-00006 (HSCEGI07D00006)

Requisition/Reference Number:
HSCEGO-07-R-0025 (HSCEGO07R0025)

Period of Performance:
1/1/2007 through 10/31/2012

Services Provided:
Providing security guard services in Berkeley, Jefferson, and Morgan, and Frederick County, Virginia (VA).

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 182	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER			
HSCEGI-07-D-00006	HSCEGO-07-R-0025	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		06/06/2007				
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)					
DHS/ICE/Federal Protective Service		GI000	701 Market Street, Suite 4200 Philadelphia, PA 19106					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block #7 until 01:30 (local time) 07/06/2007 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	Bernadette M. Carter	AREA CODE	NUMBER	EXT.	bernadette.carter@dhs.
		215	521- [REDACTED]	(b)(2)	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	A1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	I1-I20
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B1-B4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	C1-C74	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	J1-J76
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	D1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	H1-H2				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	0	0	0	0
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	7/03/07	0002	7/6/07
	0003	7/11/07		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
TW & Company, Inc. 4355 Nicole Drive, Bldg #22 Lanham, MD 20706-4349	043227326	1NS15	Mr. Michael S. Anduha/Vice President
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
AREA CODE NUMBER EXT. 301 513-5827	<input type="checkbox"/>		
			18. OFFER DATE 7/17/07

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
0001 thru 0050	\$0.00	TO BE FURNISHED ON INDIVIDUAL TASK ORDERS	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
<input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()			25
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		SPECIFIED ON INDIVIDUAL TASK ORDER	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
ANNMARIE BARTHOLOMEO			9/11/2007

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NAME OF OFFEROR OR CONTRACTOR
 TW & COMPANY, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Admin Office: ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Bernadette Carter Philadelphia PA 19106 FOB: Destination Period of Performance: 11/01/2007 to 10/31/2012				
0001	Unarmed Guard Services, Base Year (WV - Berkeley, Jefferson & Morgan Counties)	1953	HR	██████████	0.00
0002	Armed Guard Services, Base Year (WV - Berkeley, Jefferson & Morgan Counties)	64080	HR	██████████	0.00
0003	Building Security Officer Services, Base Year (WV - Berkeley, Jefferson & Morgan Counties)	79571	HR	██████████	0.00
0004	Emergency Unarmed Guard Services, Base Year (WV - Berkeley, Jefferson & Morgan Counties)	50	HR	██████████	0.00
0005	Emergency Armed Guard Services, Base Year (WV - Berkeley, Jefferson & Morgan Counties)	50	HR	██████████	0.00
0006	Emergency Building Security Officer, Base Year (WV - Berkeley, Jefferson & Morgan Counties)	50	HR	██████████	0.00
0007	Unarmed Guard Services, Base Year (VA - Frederick County)	2016	HR	██████████	0.00
0008	Armed Guard Services, Base Year (VA - Frederick County)	69648	HR	██████████	0.00
0009	Emergency Unarmed Guard Services, Base Year (VA - Frederick County)	50	HR	██████████	0.00
0010	Emergency Armed Guard Services, Base Year (VA - Frederick County)	50	HR	██████████	0.00
0011	Unarmed Guard Services, Option Yr 1 (WV - Berkeley, Jefferson & Morgan Counties) Amount: ██████████ (Option Line Item) 11/01/2008	1953	HR	██████████	0.00
0012	Armed Guard Services, Option Yr 1 (WV - Berkeley, Jefferson & Morgan Counties) Amount: ██████████ (Option Line Item) Continued ...	64080	HR	██████████	0.00
	(b)(4)			(b)(4)	

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TW & COMPANY, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	11/01/2008				
0013	Building Security Officer Services, Option Yr 1 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	79571	HR	[REDACTED]	0.00
0014	Emergency Unarmed Guard Services, Option Yr 1 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	50	HR	[REDACTED]	0.00
0015	Emergency Armed Guard Services, Option Yr 1 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	50	HR	[REDACTED]	0.00
0016	Emergency Building Security Officer, Option Yr 1 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	50	HR	[REDACTED]	0.00
0017	Unarmed Guard Services, Option Yr 1 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	2016	HR	[REDACTED]	0.00
0018	Armed Guard Services, Option Year 1 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	69648	HR	[REDACTED]	0.00
0019	Emergency Unarmed Guard Services, Option Year 1 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	50	HR	[REDACTED]	0.00
0020	Emergency Unarmed Guard Services, Option Year 1 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2008	50	HR	[REDACTED]	0.00
0021	Unarmed Guard Services, Option Yr 2 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	1953	HR	[REDACTED]	0.00
0022	Armed Guard Services, Option Yr 2 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) Continued ...	64080	HR	[REDACTED]	0.00
	(b)(4)			(b)(4)	

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TW & COMPANY, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	11/01/2009				
0023	Building Security Officer Services, Option Yr 2 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	79571	HR	[REDACTED]	0.00
0024	Emergency Unarmed Guard Services, Option Yr 2 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	50	HR	[REDACTED]	0.00
0025	Emergency Armed Guard Services, Option Yr 2 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	50	HR	[REDACTED]	0.00
0026	Emergency Building Security Officer, Option Yr 2 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	50	HR	[REDACTED]	0.00
0027	Unarmed Guard Services, Option Yr 2 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	2016	HR	[REDACTED]	0.00
0028	Armed Guard Services, Option Year 2 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	69648	HR	[REDACTED]	0.00
0029	Emergency Unarmed Guard Services, Option Year 2 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	50	HR	[REDACTED]	0.00
0030	Emergency Unarmed Guard Services, Option Year 2 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2009	50	HR	[REDACTED]	0.00
0031	Unarmed Guard Services, Option Yr 3 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	1953	HR	[REDACTED]	0.00
0032	Armed Guard Services, Option Yr 3 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) Continued ...	64080	HR	[REDACTED]	0.00
	(b)(4)			(b)(4)	

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TW & COMPANY, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	11/01/2010				
0033	Building Security Officer Services, Option Yr 3 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	79571	HR	[REDACTED]	0.00
0034	Emergency Unarmed Guard Services, Option Yr 3 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	50	HR	[REDACTED]	0.00
0035	Emergency Armed Guard Services, Option Yr 3 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	50	HR	[REDACTED]	0.00
0036	Emergency Building Security Officer, Option Year 3 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	50	HR	[REDACTED]	0.00
0037	Unarmed Guard Services, Option Yr 3 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	2016	HR	[REDACTED]	0.00
0038	Armed Guard Services, Option Year 3 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	69648	HR	[REDACTED]	0.00
0039	Emergency Unarmed Guard Services, Option Year 3 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	50	HR	[REDACTED]	0.00
0040	Emergency Armed Guard Services, Option Year 3 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2010	50	HR	[REDACTED]	0.00
0041	Unarmed Guard Services, Option Yr 4 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	1953	HR	[REDACTED]	0.00
0042	Armed Guard Services, Option Yr 4 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) Continued ...	64080	HR	[REDACTED]	0.00
	(b)(4)			(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
TW & COMPANY, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	11/01/2011				
0043	Building Security Officer Services, Option Yr 4 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	79571	HR	[REDACTED]	0.00
0044	Emergency Unarmed Guard Services, Option Year 4 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	50	HR	[REDACTED]	0.00
0045	Emergency Armed Guard Services, Option Yr 4 (WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	50	HR	[REDACTED]	0.00
0046	Emergency Building Security Officer, Option Yr 4 WV - Berkeley, Jefferson & Morgan Counties) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	50	HR	[REDACTED]	0.00
0047	Unarmed Guard Services, Option Yr 4 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	2016	HR	[REDACTED]	0.00
0048	Armed Guard Services, Option Year 4 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	69648	HR	[REDACTED]	0.00
0049	Emergency Unarmed Guard Services, Option Year 4 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	50	HR	[REDACTED]	0.00
0050	Emergency Armed Guard Services, Option Year 4 (VA - Frederick County) Amount: \$ [REDACTED] (Option Line Item) 11/01/2011	50	HR	[REDACTED]	0.00
	The total amount of award: \$ [REDACTED] The obligation for this award is shown in box 20.				
	(b)(4)			(b)(4)	

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as armed, unarmed Guard II and Building Security Officer services, at Federally owned and leased facilities protected by the Federal Protective Service (FPS), Region 3, at various locations in the counties of Berkeley, Jefferson and Morgan in West Virginia and the county of Frederick in Virginia. In furnishing these services the Contractor shall provide all necessary corporate management, supervision, personnel, materials, supplies, training, licenses, permits, certificates and equipment, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the work statement contained herein. Offerors are advised to read the solicitation carefully and in its entirety before preparing their technical and pricing proposal.

02. CONTRACT TYPE

An indefinite delivery indefinite quantity contract with fixed unit prices will be awarded under this solicitation. Services shall be furnished via task order against the base contract.

03. ESTIMATED QUANTITIES

The estimated annual quantities for providing professional security services under the task order are as follows:

West Virginia

Basic Unarmed Guard Services:	<u>1,978</u>
Basic Armed Guard Services:	<u>64,080</u>
Basic Building Security Officer services	<u>80,883</u>
Emergency Unarmed guard services:	<u>50</u>
Emergency Armed guard services:	<u>50</u>
Emergency Building Security Officer services	<u>50</u>

Virginia

Basic Unarmed Guard Services:	<u>2,041</u>
Basic Armed Guard Services:	<u>60,264</u>
Emergency Unarmed guard services:	<u>50</u>
Emergency Armed guard services:	<u>50</u>

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

04. PRICES

A. Pricing Required for All Services and Performance Periods

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

B. Department of Labor Wage Determination

1. The minimum wage rates and fringe benefits applicable to the initial period of performance are: U.S. Department of Labor

West Virginia

Wage Determination No: **2005-3018, REV 4, dated 5/29/2007**, and

Virginia

Wage Determination No: **2005-2250, REV 4, dated 5/29/2007**

These Wage Determinations are contained in **Section J** Contract Clauses.

2. The applicable job classifications under this solicitation are: **Guard II Armed and Unarmed Guards, and Building Security Officers (Police Officer I)**. These classifications reflect the minimum wage rates that the Contractor must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

C. Option Pricing

1. Offerors shall price the options for the four (4) additional 12-month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial performance period will apply to the four (4) additional 12-month option periods.

2. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current Department of Labor wage determination. The Contractor shall pay all employees covered by Fair Labor Standards Act and Service Contract Act at least the wages and fringe benefits cited on the new wage determination, effective with the start date of the new option period.

3. Option prices will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). See Section I for the full text of this clause. The Contractor must furnish copies of the Contractor's payrolls to accompany any request for an adjustment to the option pricing.

D. Unbalanced Pricing

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

E. Contingency Pricing

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

F. Pricing of Services

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

G. Definitions

1. Basic Services – Basic services are the permanent ongoing services included in the task order at time of award or added through modification. For these services the Contractor shall be compensated using the Basic Services Rates listed above.
2. Emergency Services
 - a. During the term of the task order, the Government may have requirements for temporary additional service (TAS) requirements that are separate from the basic requirements for each task order. Due to the nature of these services, the Contractor may be required to provide them with little advance notice.

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DO NOT REMOVE THIS NOTICE.
PROPERLY DESTROY DOCUMENT WHEN NO LONGER NEEDED~~

The Government may require temporary additional services under circumstances allowing for less than 72 hours advance notice. These are referred to as emergency services. For these services the Contractor shall be compensated using the emergency services rates proposed by the offeror and accepted by the Government. The emergency services rate shall apply for a maximum of 72 hours after start of such services. After the initial 72 hours of service the basic services rates shall apply.

BASIC SERVICES

West Virginia – Counties of Berkeley, Jefferson & Morgan

UNARMED GUARD SERVICES * – Quote an hourly price for providing basic unarmed guard services as described herein:

0001	Initial period (11/01/2007-10/31/2008)	[REDACTED]	per hour	
0002	Option 1 period (11/01/2008-10/31/2009)	[REDACTED]	per hour	
0003	Option 2 period (11/01/2009-10/31/2010)	[REDACTED]	per hour	(b)(4)
0004	Option 3 period (11/01/2010-10/31/2011)	[REDACTED]	per hour	
0005	Option 4 period (11/01/2011-10/31/2012)	[REDACTED]	per hour	

ARMED GUARD SERVICES * – Quote an hourly price for providing basic armed guard services as described herein:

0006	Initial period (11/01/2007-10/31/2008)	[REDACTED]	per hour	
0007	Option 1 period (11/01/2008-10/31/2009)	[REDACTED]	per hour	
0008	Option 2 period (11/01/2009-10/31/2010)	[REDACTED]	per hour	(b)(4)
0009	Option 3 period (11/01/2010-10/31/2011)	[REDACTED]	per hour	
0010	Option 4 period (11/01/2011-10/31/2012)	[REDACTED]	per hour	

BUILDING SECURITY OFFICER SERVICES * – Quote an hourly price for providing building security officer services as described herein:

0011	Initial period (11/01/2007-10/31/2008)	[REDACTED]	per hour	
0012	Option 1 period (11/01/2008-10/31/2009)	[REDACTED]	per hour	
0013	Option 2 period (11/01/2009-10/31/2010)	[REDACTED]	per hour	(b)(4)
0014	Option 3 period (11/01/2010-10/31/2011)	[REDACTED]	per hour	
0015	Option 4 period (11/01/2011-10/31/2012)	[REDACTED]	per hour	

EMERGENCY SERVICES

EMERGENCY UNARMED GUARD SERVICES * – Quote an hourly price for providing emergency unarmed guard services as described herein:

0016	Initial period (11/01/2007-10/31/2008)	[REDACTED]	per hour	
0017	Option 1 period (11/01/2008-10/31/2009)	[REDACTED]	per hour	
0018	Option 2 period (11/01/2009-10/31/2010)	[REDACTED]	per hour	(b)(4)
0019	Option 3 period (11/01/2010-10/31/2011)	[REDACTED]	per hour	
0020	Option 4 period (11/01/2011-10/31/2012)	[REDACTED]	per hour	

EMERGENCY ARMED GUARD SERVICES * – Quote an hourly price for providing emergency armed guard services as described herein:

- | | | | | |
|------|---|------------|----------|--------|
| 0021 | Initial period (11/01/2007-10/31/2008) | [REDACTED] | per hour | |
| 0022 | Option 1 period (11/01/2008-10/31/2009) | [REDACTED] | per hour | |
| 0023 | Option 2 period (11/01/2009-10/31/2010) | [REDACTED] | per hour | (b)(4) |
| 0024 | Option 3 period (11/01/2010-10/31/2011) | [REDACTED] | per hour | |
| 0025 | Option 4 period (11/01/2011-10/31/2012) | [REDACTED] | per hour | |

EMERGENCY BUILDING SECURITY OFFICER SERVICES * – Quote an hourly price for providing emergency building security officer services as described herein:

- | | | | | |
|------|---|------------|----------|--------|
| 0026 | Initial period (11/01/2007-10/31/2008) | [REDACTED] | per hour | |
| 0027 | Option 1 period (11/01/2008-10/31/2009) | [REDACTED] | per hour | |
| 0028 | Option 2 period (11/01/2009-10/31/2010) | [REDACTED] | per hour | (b)(4) |
| 0029 | Option 3 period (11/01/2010-10/31/2011) | [REDACTED] | per hour | |
| 0030 | Option 4 period (11/01/2011-10/31/2012) | [REDACTED] | per hour | |

Virginia – County of Frederick

UNARMED GUARD SERVICES * – Quote an hourly price for providing basic unarmed guard services as described herein:

- | | | | | |
|------|---|------------|----------|--------|
| 0031 | Initial period (11/01/2007-10/31/2008) | [REDACTED] | per hour | |
| 0032 | Option 1 period (11/01/2008-10/31/2009) | [REDACTED] | per hour | |
| 0033 | Option 2 period (11/01/2009-10/31/2010) | [REDACTED] | per hour | (b)(4) |
| 0034 | Option 3 period (11/01/2010-10/31/2011) | [REDACTED] | per hour | |
| 0035 | Option 4 period (11/01/2011-10/31/2012) | [REDACTED] | per hour | |

ARMED GUARD SERVICES * – Quote an hourly price for providing basic armed guard services as described herein:

- | | | | | |
|------|---|------------|----------|--------|
| 0036 | Initial period (11/01/2007-10/31/2008) | [REDACTED] | per hour | |
| 0037 | Option 1 period (11/01/2008-10/31/2009) | [REDACTED] | per hour | |
| 0038 | Option 2 period (11/01/2009-10/31/2010) | [REDACTED] | per hour | (b)(4) |
| 0039 | Option 3 period (11/01/2010-10/31/2011) | [REDACTED] | per hour | |
| 0040 | Option 4 period (11/01/2011-10/31/2012) | [REDACTED] | per hour | |

EMERGENCY SERVICES

EMERGENCY UNARMED GUARD SERVICES * – Quote an hourly price for providing emergency unarmed guard services as described herein:

- 0016 Initial period (11/01/2007-10/31/2008) [REDACTED] per hour
- 0017 Option 1 period (11/01/2008-10/31/2009) [REDACTED] per hour
- 0018 Option 2 period (11/01/2009-10/31/2010) [REDACTED] per hour (b)(4)
- 0019 Option 3 period (11/01/2010-10/31/2011) [REDACTED] per hour
- 0020 Option 4 period (11/01/2011-10/31/2012) [REDACTED] per hour

EMERGENCY ARMED GUARD SERVICES * – Quote an hourly price for providing emergency armed guard services as described herein:

- 0021 Initial period (11/01/2007-10/31/2008) [REDACTED] per hour
- 0022 Option 1 period (11/01/2008-10/31/2009) [REDACTED] per hour
- 0023 Option 2 period (11/01/2009-10/31/2010) [REDACTED] per hour (b)(4)
- 0024 Option 3 period (11/01/2010-10/31/2011) [REDACTED] per hour
- 0025 Option 4 period (11/01/2011-10/31/2012) [REDACTED] per hour

Section C – STATEMENT OF WORK

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SECTION C – STATEMENT OF WORK

C-1 Introduction

C-1.1 Use of Acronyms

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

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

C-1.2 Introduction (General)

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation Number: HSCEGI-07-R-00023.

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 and in Sections B, D, E, F, G, H, I and J of this Solicitation/Contract. The Contractor shall perform to the standards required in this Contract and will be

expected to work closely with FPS representatives throughout the duration of the Contract.

- B. **Important Note**: Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having the same letter and/or letter-number prefix. For example, a reference to the requirements of “Section C” includes all of Section C. Similarly, a reference to Section C-7 includes Sections C-7.1, C-7.2, and so on, through the last subsection identified with a prefix of “C-7.”

C-1.3 Introduction (FPS)

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

C-1.4 Introduction (The Contract)

The Government intends to award a Fixed-Price, indefinite delivery, indefinite quantity Contract for the counties of Berkeley, Jefferson and Morgan in West Virginia and the county of Frederick in Virginia, between DHS/FPS and the offeror

C-1.5 Introduction (Delivery/Task Orders) – FEMA & Reduction at Post

- A. Services required under this Contract shall be ordered using a government Order for Supplies and Services form. This form is commonly referred to as a “delivery order” or a “task order.” For the purpose of this Solicitation/Contract, the form shall hereinafter be referred to as a “task order.”
- B. Each task order issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.
- C. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each task order issued, as long as the change is within the scope of the

Contract and task order. The Contractor will be obligated to provide services at the specified hourly rates contained in Section B.

- D. All modifications to task orders will be accomplished using a Standard Form 30 (SF30) (form subject to change), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing task order but are within the scope of this Contract, those services will be ordered by a separate task order.
- E. Temporary or Special Additional Services (TAS/SAS) will be issued through separate task orders. Depending on the circumstances of each order, TAS/SAS orders may be issued verbally between the CO and/or his/her designated representative and the Contractor and formalized in a written task order as soon as possible after the order is made. See Section G-2 for additional information regarding invoicing and payment for TAS/SAS.
- F. Emergency Additional Service (FEMA)

Emergencies Declared by the Federal Emergency Management Agency (FEMA)

The Contractor shall provide necessary armed or unarmed guard services in connection with FEMA declared emergency situations occurring within the geographical boundaries of this task order.

Such services will generally be classified as Emergency Services and the contractor shall be paid at the emergency services rate to the extent authorized under Section B, Supplies or Services and Price/Costs, Paragraph 04.G.2.

- G. Reduction at Post - In the event that posted guards are released due to weather closures or similar unforeseen occurrences, payment will be for the lesser of two hours or the post period balance, in addition to the services provided prior to the closure.

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

C-2.1 Conferences and Meetings

- A. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the FPS CO shall notify the Contractor, and the FPS Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Management Plan.
- B. During the performance of the Contract, the FPS CO, COTR, and the Contractor shall meet annually to discuss all relevant Contract issues. A mutual effort will be

made to resolve all problems identified. The Contractor and the CO or COTR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the Contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

- C. **During the start up and performance of the task order, the COTR and the Contractor shall meet at least monthly to discuss all relevant contract issues. The COTR or CPM will inspect 10% of the guard personnel records for completeness, certification validation & CERT data base correctness. The Contractor shall submit the written minutes of these meetings to the COTR . Should the Government not concur with the minutes, the Government shall state in writing to the Contractor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the contract file. A mutual effort will be made to resolve all problems identified.**
- D. **The government will allow a minimum of 45-day start up from the time of the award of the base task order to the initial start of performance.**

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

C-3.1 Prior to Commencement of Contract

- A. The Contractor will perform services in the counties of Berkeley, Jefferson and Morgan, West Virginia and the county of Frederick, Virginia. The Contractor must possess ALL licenses required to perform services within the state and counties as listed on Exhibit 1.
- B. The applicable licensing authorities that are known to the Government at this time are: Virginia State Police and the West Virginia State Police.
- C. **Important Note:** The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. **This information is provided as a guide only. The Contractor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.**
- D. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:

1. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes. The Contractor will not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.
 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this Contract.
 3. **Obtain all licenses and permits required for each guard and supervisor to serve as an armed guard or supervisor as required by Exhibit 1. 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. All armed guards shall have a Carry Permit or proper state certification to carry weapons off site. (Guards must have the ability to travel to and from their duty place with their firearm.)**
 4. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and again within 15 days after each option period exercised by the Government. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon the CO's or COTR 's request. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this Contract.
 5. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract.
- E. **Important Note:** Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for default.

C-3.2 During Performance of Contract

- A. In performance of work under this Contract, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and

- registrations and for complying with all applicable Federal, state, and local laws and regulations associated with licensing and permit issuance.
- B. 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.
- C. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the Contract, including any and all option periods the Government exercises. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- D. 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. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the CO will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, local, etc) orders the Contractor to cease performance until the license is renewed, the Government may terminate the Contract for default or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the Contract price.
- E. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit. **Under no circumstances shall a Contract employee be required to pay for a contractually required license or permit without being fully reimbursed by the Contractor.**
- F. Armed security guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.

C-4 Qualifications of Personnel

C-4.1 General Qualifications

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

B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:

1. Be a citizen of the United States of America.
2. Have a Social Security Card issued and approved by the Social Security Administration.
3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies.

Note: At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor, but in no circumstances should the Contractor permit a security guard who does not have a good command of the English language to work under this Contract.
6. And meet **one** of the following experience/education requirements:
 - 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 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).

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

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

C-5 Quality Control

C-5.1 Contractor-Provided Quality Control Plan

- A. Adequate and consistent quality control is an essential component of successful Contract performance. The Contractor shall develop and adhere to the Quality Control Program accepted by the Government upon Contract award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
1. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. (This does not pertain to routine inspections performed by Area Supervisors as part of their normal duties.)
 2. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with (DHS form TBD) Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
 3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
 4. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.

- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire Contract period. Follow-up reports shall be prepared and maintained in the above manner.
- C. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.
- D. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the CO and COTR for approval prior to them performing any inspections under the Contract. All changes in appointments shall require the same approval.
- E. The Contractor shall maintain a file of all inspection reports related to the Contract and shall make those reports available to the CO or COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.
- F. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
- G. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during semi-annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided) Repeated offences can result in termination for default.

C-5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.

- B. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).
- C. The Government may assess price deductions for services not rendered according to the provisions of this Contact.

C-6 Services Required Non-Supervisory Security Guards

C-6.1 Order of Precedence

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

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

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

C-6.2 Security Guard Post Assignment Record

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The FPS COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
- B. The duties of most security guard posts require that a security guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the Post Orders. Additionally, each task order will identify posts that require relief breaks.

- C. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or Task Order modification.

C-6.3 Typical Duties

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have a Security Guard Post Assignment Record (Post Orders) and an Officer's Duty Book.
- B. Security guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with post orders.
- C. Security guard post assignments may include, but are not limited to the following duties and responsibilities:
1. Access control;
 2. Package screening;
 3. Personnel screening;
 4. Traffic control;
 5. Visitor processing;
 6. Vehicle inspection;
 7. Communications and dispatching;
 8. Patrol operations;
 9. Emergency and event response.

- D. Security guards should be familiar with the area of their posts. Off-going guards should provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

C-6.3-1 Access/Egress Posts

- A. Security guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.
- C. Security guards will control access to the post area by observing, detecting, and reporting violations of post regulations as directed by the Post Orders. Security guards must provide and maintain complete and effective surveillance, inspection and protection of all internal and perimeter areas within the designated parameters and limits of the assigned post.
- D. Security guards will process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening.
- E. Security guards shall perform package inspection when and as directed by the Security Guard Post Assignment Record (Post Orders), or as directed by the COTR in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of visitors, employees, and other persons arriving on, working at, visiting, or departing from the facility. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- F. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- G. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-

carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

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

C-6.3-2 Roving Posts

- A. Security guards will conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

C-6.3-3 Traffic Control

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

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

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys, "key cards," lock combinations, etc, that are issued for the security guards' use. Keys and access control devices must be

safeguarded and secured as sensitive assets as directed by Post Orders. All such keys and access devices are the property of the Government and are to be returned to the issuing agency at the termination of the Contract.

- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS Mega Center, the COTR, and the security guard's supervisor as soon as the security guard detects the loss or the problem. See Section G for Contract price reductions that may be taken because of lost, stolen, or damaged keys and access control devices that were under the control of a Contract security guard at the time of their disappearance.
- C. Refer to Paragraph C-17. Accountability for Government Property, for additional information regarding the use and handling of Government furnished property.

C-6.3-5 Security and Fire Systems

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

C-6.3-6 Utility Systems

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.
- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as

heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the post orders.

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

C-6.3-7 Building Rules and Regulations

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

C-6.3-8 Physical Security, Law and Order

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

C-6.3-9 Unauthorized Access

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

C-6.3-10 Hazardous Conditions

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

C-6.3-11 Response to Injury or Illness

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

C-6.3-12 Additional Duties

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

C-6.3-13 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the FPS Mega Center 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. **If the guard is required for court and is not subpoenaed, the COTR / Inspector can request the guards presence, only if approved by the local US Attorney. The COTR / Inspector will advise in writing to the contractor that the guard is needed and the contractor will follow the steps outlined in paragraph “C”.**
- E. The Contractor shall provide qualified Contract security guards to fulfill post requirements affected by Contract employees testifying on behalf of the Government.

C-6.3-14 Civil Disturbances

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

C-6.3-15 Emergencies

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

C-6.3-16 Primary Security Responses

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

C-6.4 Recording Presence

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

signatures, times, post numbers, or duty status are made on the Contract Security Guard Duty Register, the Contract employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each Contract Security Guard Duty Register containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes. Payment of invoices is based on these procedures.

- D. Invoice payment may not be made until all of the original Contract Security Guard Duty Registers are received by the COTR. The CPM may make copies of the original registers for their company payroll, all originals are to be returned to the COTR.

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

C.7.1 Special Requirements for Contract Managers

- A. The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed here. If the proposed CM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard contract of the size and scope described in this Solicitation/Task Order. The CO must approve the proposed CM prior to his/her assignment under this Contract.
- B. The CM will have office space within 20 miles of the Martinsburg, West Virginia city limits. The space will be commercial, no less than 400 Sq feet, have on site bathroom facilities, sufficient furniture to hold training classes, file cabinets to hold guard certification folders and the space will be clearly marked with the company's name and logo at the entrance. The COTR will visit and approve the site prior to contract commencement.**
- C. The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract/task order of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and

resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

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

- A. The Contractor shall identify and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the Contract. **The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements. The CM must completely understand the operational requirements of this Contract, including:
1. Functions of both the productive and supervisory staff
 2. Location(s) of service
 3. Method of operation and equipment required at each post
 4. Contents of general and specific post orders
- B. The CM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- D. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract.
- E. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a CM into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

C-7.3 Services Required - Supervisor (Key Personnel)

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

level of supervision being provided to the security guards working under this Contract.

- F. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.
- G. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this Contract.

C-7.4 Special Requirements for Supervisors

- A. The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual's qualifications and demonstrating that the proposed Supervisor meets the requirements listed here. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the Solicitation/Task Order. The CO must approve the proposed Supervisor prior to his/her assignment under this Contract.
- 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 the field of supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

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

C-8 Work Scheduling Procedures

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

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

C-9 Reporting Man-hours Provided

- A. The Contractor shall submit to the COTR, no later than five (5) working days after the last working day of each previous month, a Building Service Contractor Work Report (Work Report) or an equivalent substitute approved by the COTR.
- B. The Contractor shall submit Work Report to the COTR on a monthly basis.
- C. The Contractor or its agent shall certify the accuracy of the report.
- D. This report & the form 139's will be used by the Government to verify compliance with the man-hour requirements of the Contract.

C-10 Contract Guard Labor Category (Guard II and Police Officer (BSO))

Only DOL category **Guard II** security guards may be utilized to perform services under this Contract, unless otherwise specified. 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.

Special Note: The following 3-guard locations employee DOL category, wage determination **Police Officers 1** (Building Security Officers-BSO's)

US Coast Guard
Operation Systems Center
600 Coast Guard Dr
Kearneyville, WV

US Fish & Wildlife Service
National Conservation Trng. Cntr.
698 Conservation Way
Shepherdstown, WV

Internal Revenue Service
Martinsburg Computer Center
250 Murall Drive
Kearneyville, WV

The Qualifications are as follows:

BUILDING SECURITY OFFICERS (BSO).

Work Experience:

Has completed at least three (3) continuous years of active police officer experience within the past 5 years. Has made arrests, responded to call for service and preformed Preliminary investigations. These Officers, are described in the United States Department of Labor General Wage Determination as * Police Officers, and for purposes of this requirement they may be armed with a .38 caliber revolver, or other specified weapon in accordance with the specific agency and/or the post orders.

The contract employee must have satisfactorily graduated from an accredited police officer training program meeting all the state, local and federal training requirements.

C-11 Contract Effort Required

C-11.1 Contract Effort Required – Productive Hours

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

C-11.2 Contract Effort Required – Supervisory Hours

- A. Specific hours of supervision will not be required under this Contract. Instead, the Contractor shall provide the level of supervision sufficient to ensure effective performance by the productive security guards over the course of this Contract. Supervisory Hours should be computed based on industry ratios and formulas to decide the appropriate supervisory level. See Section C-7 for further information regarding supervisory security guard duties and responsibilities.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.
- C. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

C-11.3 Contract Effort Required – Reserve Security Guard Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event) estimated in Section M. 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 percent of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

C-12 Limitation on Labor-hours to be provided by Individual Employees

- A. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- B. The Contractor shall be responsible for compensating security guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices; they will not be itemized or paid for separately by the Government after Contract award.
- C. The limitation on hours may be verbally waived by the COTR in emergencies, which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).
- D. The Government has the authority to assess deductions from Contract payments for all hours or parts of hours where security guards exceed the 12-hour on-duty limitation.
- E. For each hour or part thereof where a security guard works over 12 hours without prior approval by the COTR, FPS will deduct the hourly rate plus the hourly cost of a (FLEP) at the GS-8 rate. See Section G for further information on deductions.

C-13 Relief and Lunch Breaks

- A. The contractor is responsible for complying with all applicable federal, state and local laws regarding employee breaks and relief. Except for emergencies,

supervisors scheduled to perform supervisory duties may not provide relief to productive guards.

- B. The costs to cover relief and breaks for the productive security guards must be included in the offering price, as they will not be itemized or paid for separately by the Government.
- C. The Contractor must provide a replacement security guard for each employee during relief periods. All posts are continuous duty

C-14 Training

C-14.1 General

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

Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Section J, Exhibit 4.

C-14.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Section J, Exhibits 4A, 4B, 4C, 4D, 4E, and 4F of this Solicitation/Contract. Certifications of training are required for individual Contract employees.

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

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

	TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Initial	Basic Training – 64 Hours		XXX
	FPS Orientation - Magnetometer/ X-Ray training – 16 Hours	XXX	
	Weapons Training – 40 Hours 9 MM Semi-Automatics Handgun		XXX
	Shotgun NRA Orientation 8 hours - 1 time ATF Martinsburg WV only		XXX
	CPR, AED, and First Aid Training and Certification		XXX
Recurring	Annual CPR and AED Training and Certification		XXX
	First Aid Training and Certification – 3 years		XXX
	Re-certification Training – 40 Hours (Every 3 years)		XXX

	TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
	Annual weapons Qualification Handgun (all guards)		XXX
	Shotgun Annual Qualification ATF Martinsburg WV- 2 hours		XXX

- B. Basic training, FPS “orientation” training, Written Exam, Magnetometer/X-Ray training, and current FPS Basic Firearms Training are “one time only” courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contractor’s employees. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications, excluding FPS Orientation, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. The written examination is based entirely upon the *Security Guard Information Manual*.
- C. Current FPS basic annual firearms re-qualification does not require specific additional training; rather, it involves the Contract employee’s ability to pass the current FPS firearms qualification standards, as established by the Federal Law Enforcement Training Center (see Section J, Exhibit 4E). However, the Contractor shall be responsible for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.
- D. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. See Section J, Exhibit 4D, for further information regarding the subject matter to be covered during this training.

C-14.2-2 Supervisors

- A. All uniformed supervisors working under this Contract must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor-provided Supervisory Training Manual (see Section J, Exhibit 4B). Following completion of basic training, the supervisors will be required to take and pass a basic written examination as referenced in section J Exhibit 4A.
- B. Supervisors shall not be permitted to work under this Contract without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the Contractor Supervisory Training.

C-14.3 Written Examination

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

C-14.4 Weapons Training and Qualification

Shotgun Safety and Orientation – site specific only.

The **ATF Martinsburg WV** facility guards are required to train and qualify annually with the use of the Remington 870 shotgun (Government supplied weapon and storage). The contractor will supply ammunition, targets, training and range facilities. These costs will be factored into the offering price.

As required, (**ATF Martinsburg, WV facility only**) annual shotgun familiarization course does not require specific additional training; rather, it involves the Contract employee's ability to pass the DHS / ICE /FPS familiarization course (See section J, Exhibit 4E) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training and range time necessary to successfully re-qualify on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not be itemized or paid for separately

by the Government.

9 MM Semi-automatic Handgun - all guards.

- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification session. Of the forty hours, thirty-two (32) hours will be actual training/shooting time on a firing range. (See Section J, Exhibit 4E.) **For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training.** The cost of ammunition should be factored into the offering price, as it will not be itemized or paid for separately by the Government. The CO will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after Contract award.
- B. A contract employee may take the firearms range re-qualification two (2) times within thirty days (30)-day period. However, before the test can be taken a second time the contractor must provide a minimum of eight (8) hours of remedial training. After failing the second test, range re-qualification may not be attempted for a period of six (6) months. The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.
- C. Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed using the weapon specified in this contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the Contract employee **shall not** exempt the Contract employee from the annual range qualification requirements.
- D. **Unless prohibited by state or local law, all weapon range training and qualification (commercial range) must be conducted using current FPS targets only.** The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this Contract and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

- E. Annual Handgun re-qualification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center practical course (See Section J, Exhibit 4E) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

Target to be used during handgun qualification is the DHS/Immigration & Customs Enforcement, ICE – QT . It can be purchased from UNICOR at toll free 1-800-827-3168 or Online at WWW.unicor.gov.

- F. The qualification range either indoor or outdoor has to be a minimum of 25 yds to satisfy the handgun qualification distance.
- G. 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.
- H. FPS Law Enforcement Personnel, weapons instructor, or trained representative may witness the firearms qualification for each Contract employee to ensure that each Contract employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications. Qualification will take place Monday through Friday excluding Sat. Sun. & Holidays or on a mutually acceptable date and time of the COTR.

Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this Contract.

- I. The Contractor must provide the necessary weapons and ammunition for training and qualifications. The Contractor shall provide a list of serial numbers to the COTR of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled qualification. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.
- J. Contract guards will be authorized to carry the assigned weapons after they have met specific DHS qualifications:
1. Trained and proficient in the use of the 12 Gauge shotgun to meet DHS standards (DHS/ICE annual course of fire & one time NRA shotgun

familiarization course), if authorized, as stated in the post assignment, is agency requested and trained per this contract specification.

2. Trained and equipped to use non-deadly and up to deadly force to meet DHS Use of Deadly Force Policy, July 1, 2004.
3. The Contractor shall certify, in writing, that the employee possesses the temperament, maturity, and judgment to make reasonable and correct use of force decisions under pressure.

C-14.5 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph C-4 above, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.
- B. In the event there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

C-14.6 FPS-Specific Training

- A. All Contract employees must receive FPS-specific training prior to working under this Contract. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the Contract and prior to the Contract start date. The subjects that will be covered by the training include:
 1. General information and special orders for the facilities to be protected under this Contract;
 2. Operational procedures for security systems and security equipment used in the protected premises; and
 3. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. See Section J, Exhibit 4C, for the complete syllabus on the FPS-specific Government provided training.
- D. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish

adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

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

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

C-14.8 CPR/AED/First Aid Training

- A. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for the period stated on the card(s). Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 8 hours and cover adult, youth, and infant CPR procedures as well as AED procedures. **The Government requires that each CPR/AED course MUST provide practical training (e.g., on "dummies") on resuscitation techniques based on Red Cross or American Heart Association techniques.** If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COTR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.
- B. First Aid training and certification shall be valid for a period of three (3) years. Upon the three-year expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- C. Security guards or uniformed supervisors who possess valid CPR, AED and First Aid credentials will not be required to re-take the training until their credentials expire.
- D. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract. A post is considered "open" if manned by unqualified contract employees.
- E. Under no circumstances shall the Contractor require the Contract employee to incur the expense of CPR/AED or First Aid training/ recertification without providing full remuneration to the employee within fifteen (15) days of the employee's completion

of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.

C-14.9 Other Special Training

- A. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this Task Order.
- B. In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training when training is required.

C-14.10 Training of Replacement Employees

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

C-14.11 Schedule of Provided Training and Testing

All Contractor Firearms Qualification and Government training/testing will be scheduled during Monday through Friday, excluding Saturdays, Sundays and Holidays. This requirement can be adjusted if mutually agreed upon by the government.

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

C-14.12 Government Provided Training - Failure to Attend

- A. The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. Absences by Contract employees at scheduled training have an extremely adverse effect on FRS's security guard Contracting program.

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

C-14.13 Training Waivers

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

requirements or must remove the affected Contract employee(s) from the Contract until such time as the requirements are successfully completed.

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

C-15 Medical and Physical Qualifications

C-15.1 General

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.

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

C.15.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter.
- B. 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.
- C. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. (See Section J, 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.
- D. 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.

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

1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.

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

C-15.3 Physical Demands

- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
1. Subduing violent or potentially violent individuals;
 2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
 3. Work under occasional tension or pressure;
 4. Work alone while armed;
 5. Frequent and prolonged walking, standing, sitting, and stooping;
 6. Wearing of body armor;
 7. Apply Handcuffs;
 8. Use of handgun, make shoot/no-shoot decision with handgun, fire handgun;
 9. Occasional running or sprinting;
 10. Respond to life threatening or emergency situation;
 11. Climb while in pursuit or in an emergency situation (stairs);
 12. Pull oneself over an obstacle;
 13. Lift/carry/drag/pull/push heavy objects;
 14. Physically subdue or engage in confrontation;
 15. Physically control crowds or by-standers;
 16. Pursue suspects on foot and subdue combative person after running in pursuit.
- B. Physical stamina and all of its elements (endurance, strength, fortitude, physical tolerance, etc.) is a basic requirement of this position. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO's request.

- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.
- D. The Contractor shall ensure that all uniformed employees assigned to work under the Contract/ task order are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation, if any, to provide, at its own expense. The Contractor, not Government, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.
- E. Following are the essential job functions for uniformed employees working under the Contract:
1. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
 2. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
 3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
 4. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
 5. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.

6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
8. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

C-15.4 Initial and Recurring Screening for Illegal Drugs

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

<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 or at: <http://wmcare.samhsa.gov>.¹ 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 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.

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

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

C-15.5 Government Requested Screening

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

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

C-16 Conduct of Contractor Personnel

A. General

1. 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.
 2. Each Contract employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COTR have the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any Contract employee from the contract who does not meet and adhere to the Standards of Conduct as required in this Contract and the SGIM.
 3. The Government may request the Contractor to immediately remove any employee from any or all locations where the contractor has contracts with the Federal Protective Service should it be determined that the employee has been disqualified for either employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable delinquencies or violations of the Standards of Conduct.
- B. The Contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:
1. Disturbing papers on desks, opening desk drawers or cabinets, or using Government equipment (i.e. computers, telephones, etc.) except as authorized by this Contract and the post orders.
 2. Violations of the Federal Management Regulations Subpart C, *Conduct on Federal Property* (41 CFR 102-74) (see Section J, Exhibit 7).

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3. Using personal electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc. while on duty.
4. Using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.).
5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
6. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
7. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Government.
8. Theft, vandalism, immoral conduct, or any criminal actions.
9. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
10. Improper use of official authority or credentials.
11. Unauthorized use of communications equipment or Government property.
12. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
13. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
14. Failing to demonstrate courtesy and good manners toward building occupants, Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from post. Continued complaints shall be cause for removal from the contract.
15. Unauthorized use of Government property inclusive of communication equipment, phones or radios, credit cards, travel vouchers or automobiles. The Contractor shall pay for any unauthorized telephone calls or use of credit cards. Violators shall be subject to criminal prosecution.
16. Conducting personal affairs during official time including entering into business arrangements or giving legal advice to persons while on government property.

17. Entertaining, socializing with visitors, building tenants, friends and family members, or other security guards while they are on break or off-duty.
18. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on government property, or granting special favors to agency employees, family members, and their friends.
19. Disclosing any official information or making any news or press releases.
20. Engaging in audacious or demeaning discussions concerning Government internal matters, policies, grievances, legal issues, or personalities; or financial, personal, or family matters with building occupants, family members, the public, or any known associate of the above.
21. Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issue shall require the expressed approval of the COTR.
22. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties. Violating security procedures or regulations.
23. Unauthorized post abandonment. Not remaining on duty until properly relieved. Deserting a duty post.
24. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while in the course of official duty. Violating or permitting others to violate agency parking procedures or regulations.
25. Gambling or unlawfully wagering or promoting gambling.
26. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
27. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
28. Displaying unethical or improper use of uniform, uniform badge and/or other Government identification for other than official business while on or off duty.

29. Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, any records, investigations, or other proceedings.
 30. Knowingly making false statement(s) about other contract employees/officials, Government employees, or the general public.
 31. Involvement in any form of discrimination or sexual harassment of other contract employees, Government employees or members of the general public as prescribed by law.
 32. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
 33. Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas as determined by the COTR.
 34. Employment, with or without compensation, by any foreign government, firm, corporation, or individual that is either controlled or managed by any foreign government.
 35. Employment as a Government or contract employee of Government, or any other position that would constitute a real or apparent conflict of interest.
 36. Misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.
- C. All Contract personnel are expected to behave courteously and professionally toward all persons encountered in the performance of Contract related duties, including Federal employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Contract.

The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.

C-17 Government and Contractor Furnished Property

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

See Section J, 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 Section J, Exhibits 3A, 3B, 3C, 3D and 3E for a list of specific GFP required for this contract.
- B. The following types of supplies, materials, equipment, and facilities/office space, may/will be furnished as deemed necessary by the Government:
 1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.
 2. 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).
 3. 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 Section J, Exhibit 1A for a complete list of required Government forms.
 2. Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.

3. Operations and maintenance manuals for Government provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.

C-17.1-1 Use of Government Property

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

C-17.1-2 Accountability of Government Property

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

C-17.1-3 Safeguarding Government Property

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

C-17.1-4 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COTR, the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The FPS MegaCenter shall be contacted for after-hours reporting of malfunctioning equipment or if the COTR is not available.

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

C-17.2-1 Contractor Furnished Property

- A. The Contractor shall furnish and maintain in acceptable condition, at no cost to Contract employees, all items of uniform and equipment necessary to perform work required by the Contract (including each task order issued under this Contract). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.
- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment. See Section J, Exhibits 2A, 2B, 2C, D2, and 2E for a list of specific CFP required for this contract.

C-17.2-2 Equipment

- A. The Contractor will be required, as specified in Section J, to furnish some or all of the types of equipment described herein.

- B. Communications equipment as described in Section J, Exhibit 2A. This equipment may include two-way mobile, cellular, and portable wireless radio equipment, radio base, relay, and repeater equipment, radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.).
1. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government, at its discretion, may identify the radio frequencies to be used by the contractor.
 2. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- C. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles, required by the Government. The Contractor shall ensure that Contractor employees obtain all applicable operator's licenses and permits required by law to operate required equipment. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- D. Firearms, ammunition, and less-than-lethal weapons as described in Section J, Exhibit 2E. This equipment may include handguns, shotguns, O.C. or pepper spray, etc. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
- E. Firearms shall be furnished by the Contractor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the contractor. Personal weapons shall not be used. Firearms shall be inspected and test fired by the Contractor prior to issuance to guards. The Contractor must fire a minimum of 36 rounds through each weapon to ensure they are in sound condition prior to issuing the weapon. Contractors may be required to submit proof that the firearms being issued are not used or refurbished and have been test fired as described above.

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.

1. 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.
2. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
3. The amount and type of ammunition, including additional rounds for contingency, is specified in Section J, Exhibit 2E. Old duty ammunition will be periodically rotated with new ammunition.
4. 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.
5. Unless stipulated otherwise, the contractor **will not store any weapons or ammunition at any of the contract task sites.** The Contractor and their employees will take all necessary precaution to secure company weapons, per state and local requirements.
6. 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.
7. The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change. On-site supervisors and security guards shall account for all firearms, and shall make accurate receipt and return entries on the Firearms and Equipment Control Register, DHS Form (to be determined), at the beginning of each shift. The COTR will provide an ample supply of the DHS form.
8. 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 8 hours of the incident, including the date and time of

the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

C-17.2-3 Uniforms

Special Note: The following facilities require the guards to wear BDU's and boots as part of the routine uniform issue. Section J , Exhibit 2C –BDU will include this separate uniform and equipment exhibit.

1) US Army COE

201 Prince Frederick drive
Winchester, VA 22603

2) US Fish & Wildlife Service

National Conservation Training Center
698 Conservation Way
Shepherdstown, WV 25443

3) Bureau Of Alcohol, Tobacco & Firearms

244 Needy Road
Martinsburg, WV 25401

4) Federal Bureau of Investigation

Bldg #1 – Winchester Technology Center
112 North Braddock St.
Winchester, VA 22601

5) Federal Bureau of Investigation

Bldg # 2 – 170 Marcel Dr
Winchester, VA 22603

- A. The Contractor will be required, as specified in Section J, Exhibit 2C, & 2C-BDU to furnish all of the types of uniform items described herein. The color of uniform and a uniform samples (shirt, pants, leather gear & hat) will be agreed upon at the post award meeting.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be **readily distinguishable** from those of state, local, and FPS law enforcement personnel. All security guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.

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

C-17.2-4 Supplementary Equipment

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

C-18 Regulations, Handbooks, and Other Applicable Documents

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

C-19 Security Guard Certification / Security Requirements

C-19.1 General

- A. All personnel performing on this Contract must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 days after Contract award.

- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (See Section C-15);
 2. Submit the suitability package to the FPS Contracting Officer's Technical Representative and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
 3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;² this does not include the FPS Written Exam.
 4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the FPS COTR for an FPS certification card:
 - a. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility. (See Section J, Exhibit 11.)
 - b. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - c. A Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenberg Amendment that states s/he has not been arrested for or charged with any offense related to domestic violence. This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's semi annual firearms re-qualification.

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

- C. FPS will type on the certification form the date of issuance, qualifications, and expiration date or “TOC” to designate expiration upon completion of the term of the contract. FPS will then laminate the completed form and issue it to the Contractor.
- D. No guard or supervisor shall be permitted to work under this Contract without a valid certification card.
- E. The certification card shall be worn on the outermost garment of the guard's uniform.
- F. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/First Aid card and a valid firearms permit.
- G. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.

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

IMPORTANT NOTE: The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

C-19.2 Security Management

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

be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

C-19.3 Suitability Determination / Entry on Duty Decision

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

C-19.4 Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:

1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy)
 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy)
 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy)
 5. Foreign National Relatives or Associates Statement (plus one copy)
 6. Lautenberg Amendment Statement (plus one copy)
 7. Drug Questionnaire (plus one copy)
 8. Alcohol Questionnaire (plus one copy)
 9. Financial Disclosure Report (plus one copy)
 10. Non-disclosure Agreement (plus one copy)
- C. Contractors may use local police or state police to obtain readable fingerprints on the fingerprint cards. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised

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

1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
2. Possessing a record of arrests for continuing offenses;
3. Falsification of information entered on suitability background investigation forms.

G. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 3- year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). **The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made.** The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).

1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.

H. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the

previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

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

C-20 Security Clearance Requirements

C-20.1 Background Investigations

The following four sites have special background clearance requirements and procedure, they are as follows:

- 1) Internal Revenue Service (IRS)
Martinsburg Computing Center
250 Murall Drive
Kearneysville, WV 25430

Martinsburg IRS Computer Center Security Clearance requirements

- a. In addition to meeting the DHS/FPS suitability requirements. Armed, unarmed and supervisory guards working at Martinsburg, IRS Computer facility and surrounding IRS facilities (WV0158 and (WV0191) will also have to meet IRS /

Treasury Security Standards.

- b. Guards **cannot** work at this site unless the **final** treasury background investigation **through NBIC** has been completed and the IRS Point of Contact has given the candidate guard approval.
- c. The contractor will be given a security package to include the following forms:
 - (1) SF 86 (EG) – Questionnaire for National Security Position
 - (2) Form FD 258 – Fingerprint Chart
 - (3) I-9 – US Government Immigration and Naturalization form
 - (4) Form 13340 – Disclosure and Authorization pertaining to Consumer Reports
- d. The investigative process will include, credit check, residence check and court records check within the past 5 years.
- e. The contractor for planning purposes should assume that this investigative process to take 2 (two) to 5 (five) months and should plan paperwork submissions accordingly.
- f. All guards will resubmit a new security package every 5 years, as well as pass the clearance process to work at this facility.
- g. The IRS- POC will review the package for completeness and submit it through proper channels.
- h. If derogatory information is found, IRS will contact the guard for information clarification to mediate the adjudication process.
- i. The guard contractor may submit the completed and appropriate forms via the ABIS Source Form Automation Application (SFAA). The IRS will provide the SFAA application to the guard contractor. The IRS POC will orientate the process to the local guard supervisory POC.
- j. IRS will perform his background investigation at no cost to the guard contractor.

**2) Bureau of Alcohol, Tobacco & Firearms (ATF)
244 Needy Rd
Martinsburg, WV 25401**

**Martinsburg ATF Facilities Security Clearance requirements
(Contractor Level 3)**

- a. In addition to meeting the DHS / FPS suitability requirements. Armed, unarmed and supervisory guards working at Martinsburg, WV, ATF facility (WV0226) will also have to meet ATF security standards for **“Contractor Level 3”**.
- b. Guards **can not** work at this site unless the full background investigation has been completed and the candidate guard has been given approval by the ATF Agency Technical representative (ATR)
- c. The contractor will be given a security package to include the following forms:
 - (1) SF 85P & 86 – Questionnaire for Public Trust Positions
 - (2) Form FD 258 – Fingerprint ChartThe investigative process will include, credit check, residence check and court records check within the past five years.
- d. The contractor for planning purposes should assume that this investigative process to take four to eight weeks and should plan paperwork submissions accordingly.
- e. All guards will resubmit a new security package every five years, as well as pass the clearance process to work at this facility.
- f. The agency ATR will review the package for completeness and submit it through proper channels.
- g. If derogatory information is found, ATF will contact the guard for information clarification to mediate the adjudication process.
- h. During emergency situations or unforeseen manpower increases, the contractor can submit a completed background investigation package to the ATF for a waiver. This waiver generally takes 30-45 business days. If the waiver is granted the new guard can work on site pending the full ATF Background Investigation.

Process for sites number three and number four below will be added when information comes available.

- 3) Federal Bureau of Investigation
Bldg #1 – Winchester Technology Center (Top Secret)
12 North Braddock St.
Winchester, VA 22601
- 4) Federal Bureau of investigation
Bldg # 2 – 170 Marcel Dr. (Top Secret)
Winchester, VA 22603
- A. In addition to meeting the FPS background suitability check described in Section C, additional security clearances will 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 or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part III, Section J, Exhibit 6A, Security Clearance Requirements).
- D. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- E. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
- F. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contract employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.

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

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

C-20.2 Access To Classified Information (Contractor)

- A. The Department of Homeland Security (DHS) has determined that the performance of this Contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.
- B. See 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, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.
- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty- (30) days prior to the Contract start-up date.
- E. If access to classified information is required as identified in Section J, Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the

NISPOM prior to Contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the Contract for the convenience of the Government.

C-20.3 Continued Eligibility

- A. If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Contract.
- B. The Security Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this Contract.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.
- E. The Security Office must be notified of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, and the tenant agency provided the Contract employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

C-21 Personal Appearance and Grooming Standards

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. 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 dermatologist for**

pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 60 days.

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.

C-21A Grooming and Uniform Allowance (Religious Basis)

1. FPS security guards will be granted reasonable accommodations to security guard grooming and uniforms standards, such as haircut and shaving. A security guard receiving an accommodation must maintain as neat and professional appearance as religious requirements permit. Examples are, beards and payos (side curls, pronounced PAY-us). Hair in excess of the regulation length should be worn under a uniform hat or appropriate headgear.

2. Requests for religious accommodations must be submitted through a security guard's supervisory chain in writing, and should briefly explain why the accommodation is requested. This request will be forwarded to the COTR for review and concurrence.
3. Religious headgear should be consistent with the colors of the duty uniform, should be no larger than required by an individual's religious requirements, and may be required to bear the insignia and other distinctive markings of the uniform for ease of emergency identification.
4. Objects of religious significance that the individual's faith required to be carried or worn should be placed under the uniform whenever possible, and not interfere with the wearing of the uniform. Examples are: Kirpin, religious crosses, tzitzis (white tassels), yamulka (head wear) Pagri or turban.

Accommodations of the grooming and uniform requirements based on religious reasons will be looked at on a case-by-case basis and all requests should be forwarded to the local COTR for concurrence.

C-22 Contract Employee Reinstatements

- A. When the Government takes action that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
- 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. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
- D. While the appeal is being considered, the Contractor **shall not** permit the employee to work under this Contract.

C-23 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contract Manager's on-site 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; (if applicable)
 3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 6. Records of all basic and refresher training attendance and, where required, test scores;
 7. Records of all firearms training and qualification scores, where required by the Contract;
 8. Records of all successfully completed Government-provided training;
 9. A copy of most recent CPR, First Aid, and AED certification card;
 10. A copy of most recent Medical Evaluation (SF 78);
 11. Results of all drug screenings administered (both pre- and post- employment);
 12. A copy of DHS the certification card;
 13. A copy of all firearm licenses and certifications required by state and local regulations;
 14. Records of guard's suitability information (including date current suitability expires);
 15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
 16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
 17. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
- B. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/Tab in every Contract

employee's file.

- C. The Contractor shall inspect each existing guard folder within ten days of their receipt from the predecessor contractor. The intent of this inspection is to ensure that supporting documentation exists for the data found on the most current CERT Log, which will be provided by the Federal Protective Service. The Contractor shall notify the Federal Protective Service of any missing documentation within fifteen calendar days of receiving the guard folder from the predecessor contractor. In the event the missing documentation cannot be provided by the Federal Protective Service or predecessor contractor, all missing documentation shall be replaced by the Contractor within 60 days of notifying the Federal Protective Service of the missing documents.
- D. **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.**
- E. The CO, COTR or FPS representative shall have the express authority to review **any** Contract employee's file at **any time** during the course of the Contract.
- F. **WEB Contract Guard Employment Requirements Tracking System (CERT)**
1. **The CERT Log is used by FPS personnel to input security officer information into a national database. It is imperative that the information is correct and current.**
 2. **The FPS CERT log computer program (Microsoft Excel format) will be provided to the Contractor after award and shall be used by the Contractor to document the fact that their personnel are certified as outlined in the contract. The dates listed on the CERT log must match the paperwork in the Contractor employee's folder.**
 3. **The CERT log shall be updated monthly by the Contractor and forwarded to the local FPS representative via e-mail.**
 4. **The CERT log will be used as part of the FPS inspection program and will be reviewed on a monthly basis with the Contractor.**
 5. **In conjunction with the CERT log, the Contractor shall organize the employees' information folders in accordance with the format outlined in Exhibit 4A - Employee Folder Certification Layout.**

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.

C-24 Contract Transition

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

3. Equipment inventory (weapons, communication devices, computers) and maintenance plan,
4. Weapons security and maintenance plan,
5. Ammunition management plan,
6. A plan for establishing a reserve force and the current status of staffing levels,
7. A progress report on obtaining permits, licenses, and registrations,
8. A status report on submitting applications for personnel clearances,
9. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

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

- A. The Contractor must recognize that services under this Contract are vital to the Government and must be continued without interruption. Upon Contract expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request and the contractor shall provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.
- B. **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 C23,A- through - B. . Failure to do so shall result in a 20% withholding of final payment until this action is accomplished.**
- C. After a new Contract is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor Contract). If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date.
- D. The extent to which the Contractor cooperates with the Government and the successor Contractor during the Contract transition will be noted in the Contractor's final performance evaluation and will be part of the final performance rating.

SECTION D – PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

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

02. MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

01. The Role of Government Personnel and Responsibility for Contract

Administration, Inspection, and Acceptance

01.1 Contracting Officer (CO)

The CO for this contract is:

**Anmarie Bartholomeo
DHS/ICE/Federal Protective Service
701 Market Street
Philadelphia, Pa 19106
(215) 521-7836 Voice
(215) 521-2169 FAX**

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

Additional Contracting Specialists may be assigned, as needed, after award of the contract.

01.2 Contracting Officer's Technical Representative (COTR)/Agency Technical Representative (ATR)

A. The COTR is:

**Richard Schaefer
DHS/ICE/Federal Protective Service
225 West King Street
Martinsburg, WV
(304) 267-4469**

B. The COTR and ATR are designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the contract work. The COTR may be a Federal Protective Officer (FPO), an

FPS Inspector, or a Protection Specialist (PS). The COTR is an FPS employee. The responsibilities of the COTR include, but are not limited to:

1. Determining the adequacy of performance by the Contract employees in accordance with the terms and conditions of this Contract;
 2. Performing surveillance of the Contract employees while they are on duty;
 3. Conducting 'intrusion tests' in which undercover FPS staff will attempt to bring unauthorized weapons or other prohibited materials into the facility, using the prescribed security methods or equipment, without being detected by the guards on post;
 4. Acting as the Government's representative in charge of work at the site;
 5. Ensuring compliance with Contract requirements insofar as the guards' duties and behavior are concerned; and
 6. Advising the Contractor, CO, and COTR of nonperformance or satisfactory performance.
- C. After Contract award, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties they are authorized to perform. **The COTR cannot make any decisions regarding the performance of the contract except as outlined in the memorandum.** A copy of the memorandum shall be sent to the Contractor simultaneously upon issuance to the COTR.
- D. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of the COTR's designated duties as stated in the CO's memorandum to the COTR. The CO will then make a determination on the issue and will respond to all affected parties.

01.4 Contract Performance Monitors (CPM)

- A. Any uniformed or non-uniformed, credentialed security or law enforcement official of the Federal Protective Service may serve as a CPM.
- B. The CPMs report to the COTR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the CPM include, but are not limited to:

1. Inspecting the work to ensure compliance with the contract requirements;
 2. Documenting through written inspection reports the results of all inspections conducted;
 3. Following through to ensure that all defects or omissions are corrected;
 4. Identifying to the CO and COTR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;
 5. Conferring with representatives of the Contractor regarding any problems encountered in the performance of the work; and generally assisting the COTR in carrying out his/her responsibilities.
 6. Pick up Form 139 – guard sign in sheets.
- C. After Contract award, the CO will issue a written memorandum to the CPMs that details the scope of duties they are authorized to perform. **The CPMs cannot make any decisions regarding the performance of the contract except as outlined in the memorandum.** A copy of the memorandum shall be sent to the Contractor simultaneously upon issuance to the Contract Inspectors.
- D. The Contractor shall immediately notify the CO in the event the CPM directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of his/her designated duties as stated in the CO's memorandum to the Contract Inspector. The CO will then make a determination on the issue and will respond to all affected parties.

02 Government Inspection and Monitoring

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

formal and informal observations and reports.

- D. FPS will use its own announced and unannounced inspection and monitoring procedures in support of this Contract. Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by FPS's customer surveys and other agency reviews of the Contractor's performance (see Sections C and G for more inspection-related information).

03 FAR 52.246-4 - Government Inspection of Services - Fixed Price (Aug 1996)

(a) Definitions "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not overly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish without additional charge, all reasonable facilities and assistance for safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise perform the services and charge to the Contractor any cost incurred by the Government that

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is directly related to the performance of such service; or (2) terminate the contract for default.

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.

SECTION F - DELIVERIES OR PERFORMANCE

01. PLACE OF PERFORMANCE

All services provided under this contract shall be performed in Federally owned and leased facilities. These facilities may be located throughout the Counties of Berkeley, Jefferson and Morgan in West Virginia and the County of Frederick in Virginia.

02. TERM OF CONTRACT

After award the Contractor shall be given notice to proceed and shall provide all contractual services for a (12) month period, subject to the availability of appropriations, (see the Clause FAR 52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984), contained in Section I), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about **NOVEMBER 1, 2007**.

Performance periods shall be as follows:

Initial Period:	11/01/2007-10/31/2008
Option 1:	11/01/2008-10/31/2009
Option 2:	11/01/2009-10/31/2010
Option 3:	11/01/2010-10/31/2011
Option 4:	11/01/2011-10/31/2012

03. OPTION TO EXTEND THE TERM OF THE CONTRACT

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

04. OPTION TO EXTEND SERVICES

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

05. ORDERING SERVICES

A. Basic Services – This solicitation will result in the award of an Indefinite Quantity/Indefinite Delivery (IDIQ) contract with fixed price unit prices. Basic services will be ordered through issuance of a task order against the IDIQ contract. The contract and task order may be modified by the Contracting Officer as requirements change.

B. Emergency Services and Temporary Additional Services

In the event of a FEMA declared emergency, the Contractor shall be provided information regarding the location and the level of service that must be provided. The Contractor shall be paid the emergency rate for services provided for the duration of the FEMA emergency.

1. Funding to cover anticipated use of temporary additional services will be included in the task order at time of award. The Contracting Officer or the Contracting Officer's Technical Representative (COTR) may order temporary additional services through written notice to the Contractor. Emergency services rates shall apply as described in Section B, paragraph 04.G.2.

2. The COTR will track the usage of funding for temporary additional services and provide a monthly report to the Contracting Officer of the orders placed and the balance of funds for temporary additional services remaining on the task order. In the event the

Contracting Officer makes a determination that additional funding is needed to cover future requirements for such services, the task order will be modified accordingly.

3. In no case shall the COTR order temporary additional services in excess of the funds remaining on the task order.

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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

07. FAR 52.216-18 – ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from November 1, 2007 through October 31, 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the contract.

08. FAR 52.216-22 - INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and/or services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitation on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after November 30, 2011.

09. IDENTIFICATION OF MAXIMUM: The term “maximum” as used in paragraph (b) of FAR 52.216-22 (above) refers to a quantity of services with a total value as follows:

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State of West Virginia - \$10,000,000 per year.
Commonwealth of Virginia - \$7,000,000 per year

10. IDENTIFICATION OF MINIMUM: The term “minimum,” as used in paragraph (b) of FAR 52.216-22 (above), refers to a quantity of services with a value of at least **\$50,000 per year**. In the event the minimum cannot be met in any year, the contract may be terminated and the Contractor compensated in accordance with the Federal Acquisition Regulations.

11. FAR 52.216-19 - ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$10,000,000 for the State of West Virginia and \$7,000,000 for the Commonwealth of Virginia.**

(2) Any order for a combination of items in excess of **\$10,000,000 for the State of West Virginia and \$7,000,000 for the Commonwealth of Virginia;**

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

12. 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the

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extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

01. PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the task order begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.

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

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

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-hours required in the task order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction. For example, If the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the following:

Mysty Snelson
P.O. Box 47056
Baltimore, MD 21244
(410)965-9081

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mysty.snelson@dhs.gov

02. SUBMISSION OF INVOICES

1. Invoices shall be submitted in one of the following three methods:

a. By mail:

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

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

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

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

2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

"...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

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

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In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

B. Deductions for Exceeding 12-Hour-On-Duty Limitation

The Government has the authority to assess deductions from Order Payments for all hours where guards exceed the 12-hour on-duty limitation. (See Section C – Statement of Work, Paragraph C-12, Limitations on Labor hours to be provided by individual employees). For each hour or part thereof where a guard works over 12 hours without prior approval by the Contracting Officer's Technical Representative (COTR), the Government will deduct the hourly price (or part thereof, if less than one hour is worked).

C. Contractor Use of GSA Form 139, or Approved Alternate

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

01. PERMITS AND LICENSES

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

02. SECURITY CLEARANCE

The Contractor shall ensure complete compliance with Section C-19, Security Guard Certification/Security Requirements

03. CONTRACTOR CHECKLIST OF REPORTING REQUIREMENTS FOR SECURITY SERVICES

TEN (10) DAYS AFTER RECEIPT OF AWARD NOTICE:

Training Plan
Training Schedule

PRIOR TO AN INDIVIDUAL EMPLOYEE'S REPORTING FOR DUTY OR WITHIN FIVE (5) WORKING DAYS BEFORE START DATE OF CONTRACT PERFORMANCE, THE CONTRACTOR SHALL PROVIDE AN EXECUTED CERTIFIED EXHIBIT 8a FOR EACH CONTRACT EMPLOYEE. EACH COMPLETED EXHIBIT 8a MUST ADDRESS THE FOLLOWING INFORMATION:

Standard Form FD258 - FBI Fingerprint Chart.	Picture Identification
FPS Form T176 Statement of Personal History	Certificate of current drug test
For Contract and Childcare Personnel	Proof of Education.
SF-78-Certificate of Medical Examination.	First Aid Certification.
Clearance Identification Card. (If applicable).	CPR Certification.
Handgun Permit. (Armed Employees).	Clothing Equipment Issue
Report of Training Completion. (Contractor).	Supervisor Training (contractor)
Pistol Qualification Record. (Armed Employees).	
Report of Orientation Completion. (Government).	

THREE DAYS AFTER COMPLETION OF TRAINING:

Certificate of Individual Training.

WEEKLY (AS DIRECTED OR REQUIRED BY CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE:

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GSA Form 139 - Record of Time of Arrival and Departure. (When required).

GSA Form 3430 - Building Service Contract Work Report (submitted with GSA-139, one for each post). (When required).

FIVE (5) WEEKS: (and when a change in Work Schedule occurs):

GSA Form 1874. - Work Schedule.

WHEN APPROPRIATE:

GSA Form 1103. - Guard Operations Log.

GSA Form 3155. - Preliminary Investigation Report.

UPON REQUEST:

GSA Form 1051. - Daily Sign In, Sign Out (Weapon Control Record).

These requirements exist at the time of the solicitation; the Contracting Officer's Technical Representative shall notify the Contractor during the term of the task order of any changes in these requirements.

SECTION I – CONTRACT CLAUSES

SERVICE CONTRACT CLAUSES (FIXED PRICE)

01. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

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

	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1.	52.202-1	Definitions	JUL 04
2.	52.203-3	Gratuities	APR84
3.	52.203-5	Covenant Against Contingent Fees	APR 84
4.	52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 95
5.	52.203-7	Anti-Kickback Procedures	JUL 95
6.	52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JAN 97
7.	52.203-10	Price or Fee Adjustments for Illegal or Improper Activity	JAN 97
8.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 03
9.	52.204-2	Security Requirements	AUG 96
10.	52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 00
11.	52.204-9	Personal Identity Verification of Contractor Personnel	NOV 06
12.	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JAN 05
13.	52.215-2	Audit and Records - Negotiation	JUN 99
14.	52.215-8	Order of Precedence – Uniform Contract Format	OCT 97
15.	52.215-10	Late Submission, Modifications, and Withdrawals of Proposals	MAY 97
16.	52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 97
17.	52.215-12	Subcontractor Cost or Pricing Data	OCT 97
18.	52.215-15	Pension Adjustment and Asset Revisions	OCT 04
19.	52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
20.	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions	OCT 97

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21.	52.215-19	Notification of Ownership Changes	OCT 97
22.	52.216-22	Indefinite Quantity	OCT 95
23.	52.219-6	Notice of Total Small Business Set Aside	JUN 03
24.	52.219-8	Utilization of Small Business Concerns	MAY 04
25.	52.219-14	Limitations on Subcontracting	DEC 96
26.	52.222-1	Notice to the Government of Labor Disputes	FEB 97
27.	52.222-3	Convict Labor	JUN 03
28.	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 00
29.	52.222-21	Prohibition of Segregated Facilities	FEB 99
30.	52.222-26	Equal Opportunity	APR 02
31.	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 01
32.	52.222-36	Affirmative Action for Workers with Disabilities	JUN 98
33.	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 01
34.	52.223-5	Pollution Prevention & Right-to- Know Information	AUG 03
35.	52.223-6	Drug-Free Workplace	MAY 01
36.	52.223-12	Refrigeration Equipment and Air Conditioners	MAY 95
37.	52.223-14	Toxic Chemical Release Reporting	AUG 03
38.	52.225-5	Trade Agreements	JAN 05
39.	52.225-13	Restriction on Certain Foreign Purchases	JAN 04
40.	52.227-1	Authorization and Consent	JUL 95
41.	52.227-3	Patent Indemnity	APR 84
42.	52.228-5	Insurance - Work on a Government Installation	JAN 97
43.	52.229-3	Federal, State and Local Taxes	APR 03
44.	52.232-1	Payments	APR 84
45.	52.232-8	Discounts for Prompt Payment	FEB 02
46.	52.232-11	Extras	APR 84
47.	52.232-17	Interest	JUN 96
48.	52.232-19	Availability of Funds for the Next Fiscal Year	APR 84
49.	52.232-23	Assignment of Claims	JAN 86
50.	52.232-25	Prompt Payment	OCT 03
51.	52.232-33	Payment by Electronic Funds Transfer –Central Contractor Registration	OCT 03
52.	52.233-1	Disputes	JUL 02
53.	52.232-36	Payment by Third Party	MAY 99
54.	52.233-3	Protest After Award	AUG 96
55.	52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
56.	52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 84
57.	52.237-3	Continuity of Services	JAN 91
58.	52.242-13	Bankruptcy	JUL 95
59.	52.243-1	Changes - Fixed Price - Alt I (APR 1984)	AUG 87
60.	52.244-6	Subcontracts for Commercial Items	DEC 04
61.	52.245-1	Property Records	APR 84
62.	52.245-2	Government Property Records (Fixed Price Contracts)	MAY 00

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63.	52.245-3	Identification of Government Furnished Property	APR 84
64.	52.245-4	Government Furnished Property (Short Form)	JUN 03
65.	52.246-25	Limitation of Liability - Services	FEB 97
66.	52.249-4	Termination for the Convenience of the Government (Services) (Short Form)	APR 84
67.	52.249-8	Default (Fixed Price Supply and Service)	APR 84
68.	52.253-1	Computer Generated Forms	JAN 91

B. CLAUSES INCORPORATED IN FULL TEXT

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

This contract is subject to the written approval of Elaine Duke, DHS Chief Procurement Officer, and shall not be binding until so approved.

2. FAR 52.204-7 - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

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

(2) The Government has validated all mandatory data fields and has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award,

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during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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

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

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

3. FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

5. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five and one half years. (End of Clause)

6. FAR 52.222-41 - SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) **Definitions.** "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

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

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

(c) **Compensation.**

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

(2)

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

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

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or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

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

(iv)

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

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used in on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

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

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally

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determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

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

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

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

(e) ***Minimum Wage.*** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1983. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) ***Successor Contracts.*** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 5.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the

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collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

(i) **Records.**

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

(i) For each employee subject to the Act-

(A) Name and address and social security number;

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

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

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

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

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the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

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

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

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

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

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

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

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

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringes benefits, including any prospective increases, to

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service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) ***Seniority List.*** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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

(p) ***Contractor's Certification.***

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

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

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

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

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

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

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

(f) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rates for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

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

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

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

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

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

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

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agency, the U.S. Department of Labor, or the employees or their representatives. (End of clause)

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

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

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF BASIC HOURLY RATES AS FRINGE BENEFITS</u>	
Guard 2 (unarmed)	\$ 16.05	Retirement	24%
		Health Insurance	3.5%
		Life Insurance	.5%
Guard 2 (armed)	\$ 16.05	Retirement	24%
		Health Insurance	3.5%
		Life Insurance	.5%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

New Year's Day	Martin Luther King's Birthday	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving Day
Christmas Day		

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

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

WAGE DETERMINATIONS:

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Offerors are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Request for Proposal must be paid the minimum monetary wage and shall be furnished fringe benefits as shown in Section J, Exhibit 14, **Wage Determination No. 2005-3018, REV. 3, date of revision 11/27/2006 for the counties of Berkeley and Jefferson in the State of West Virginia and Exhibit 14A, Wage Determination No. 2005-2250, REV. 3, date of revision 11/20/2006.**

These determinations were issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4.

8. 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination issued under the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206), current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the minimum rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

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

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

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

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

02. Homeland Security Acquisition Regulation Clauses (HSAR)

A. CLAUSES INCORPORATED BY REFERENCE

<u>Number</u>	<u>Title</u>
3052.204-70	Security Requirements for Unclassified Information Technology Resources
3052.215-70	Key Personnel or Facilities
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility
3052.228-70	Insurance
3052.237-71	Information Technology Systems Access for Contractors
3052.237-72	Contractor Personnel Screening for Unclassified Information Technology Access
3052.242.71	Dissemination of Contract Information
3052.242-72	Contracting Officer's Technical Representative
3052.245-70	Government Property Reports

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B. CLAUSES INCORPORATED IN FULL TEXT

1. 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES

[DEC 2003]

(a) Prohibitions. Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

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

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

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

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

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

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

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

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

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

- (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

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

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

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

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

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

(f) Disclosure. By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(End of Clause)

**2. 3052.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES
(NOVEMBER 2004) (DEVIATION)**

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

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

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

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

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

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

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

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

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

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

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

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SECTION J - LIST OF EXHIBITS

EXHIBIT	REF.	TITLE	PAGE
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1A		List of required administrative forms to be used by the Contractor including time and attendance, property accountability, duty log, Lautenberg Amendment Form etc.	J-3
2		Contractor Furnished Requirements	
2A	C-10.2-1	Contractor Furnished Communication Equipment Requirements	J-5
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6	C-8	Contractor's Certification of Contract Employee Eligibility Requirements	J-49
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6C	C-8.6	Security Suitability Requirements	J-53
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SECTION J, EXHIBIT 1~~

**PRODUCTIVE REQUIREMENTS (GUARD II) INCLUDING POST HOURS AND
LOCATION**

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SECTION J, EXHIBIT 1

PRODUCTIVE REQUIREMENTS (GUARD II) INCLUDING POST HOURS AND
LOCATION

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SECTION J, 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
	Lautenberg Amendment Form

**CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT
REQUIREMENTS**

1. **Facilities: Based on exhibit 1**

2. **Equipment:** The Contractor shall provide as a minimum each site with one (1) communication device. This device must be capable of communicating with the COTR, local rescue and law enforcement as well as the contractor's supervisory officials. Sites with two or more officers require communication devices with the ability to communicate among all the contract officers at that site. The contractor will advise the government of the equipment to be used and issuances in the start up transition paperwork.

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

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,

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:

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

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

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SECTION J, EXHIBIT 2C~~

CONTRACTOR FURNISHED UNIFORM ITEMS

1. Facility: **All task sites**

<u>Excluding:</u> ATF facility, 244 Needy Rd, Martinsburg, WV
--

US Fish & Wildlife, Shepherdstown, WV US Army COE, Winchester, VA Bldg # 1 & # 2 , Winchester, VA
--

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:

Uniform Components	Description / Color	QTY
Shirt, long sleeve	Insignia, shoulder patch	4
Shirt, short sleeve	Insignia, shoulder patch	4
Trouser, all season weight		3
Necktie	Breakaway	2
Jacket, winter, patrol type (Reefer style)		1
Cap	Frame style cap OR Baseball style cap*	1
Gloves, winter (pair)	pair	1
Pistol belt (without shoulder strap)		1
Level II firearm retention holster		1
Ammunition Magazines / with pouches	3 magazine / 2 pouches	
Duty Belt "Keepers"		4
Expandable 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)	1
Nameplate, 2-1/2" x 5/8", with 1/4" lettering On	Gold metal with rounded edges. Black or blue lettering	2

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Uniform Components	Description / Color	QTY
	(First initial and last name)	
Micro shield / with latex glove & Case		1
Shoes / Low Quarter	Pair, Black	1

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SECTION J, EXHIBIT 2C - BDU~~

CONTRACTOR FURNISHED UNIFORM ITEMS

- 1. Facility:** Martinsburg ATF facility, WV
US Fish & Wildlife, Shepherdstown , WV
Bldg # 1, Winchester , VA
Bldg # 2, Winchester , VA
US Army COE, Winchester , VA

All other task sites follow exhibit 2C

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:

Uniform Components	Description / Color	QTY
Shirt BDU, Class B, long sleeve, Blue	60% cotton / 40 % Polyester	4
Shirt BDU, Class B, short sleeve, Blue	60% cotton / 40 % Polyester	4
BDU trouser, Class B, all season weight	60% cotton / 40 % Polyester	3
Jacket, winter, patrol type (Reefer style)	Blue	1
Cap	Baseball type	1
Gloves, winter (pair)	Pair Black Leather	1
Pistol belt (without shoulder strap)	Black	1
Level II firearm retention holster	Black	1
Ammunition Magazine w/ pouches	3 mags / w pouches	
Duty Belt "Keepers"	Black	4
Expandable Police Baton (with holder)	Black	1
Handcuffs (pair) and keys	S & W or comparable	1
Handcuff case	Black	1
Key strap with flap (if needed)	Black	
Whistle, with chain attachment (metal)		1
Nameplate, 2-1/2" x 5/8", with 1/4" lettering	Gold metal with rounded edges. Black or blue lettering (First initial and last name)	2
Boots, combat	Pair – Black	1
Micro shield / with latex glove & Case		1

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SECTION J, 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:

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

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**SECTION J, EXHIBIT 2E
CONTRACTOR FURNISHED FIREARMS AND AMMUNITION**

Contract Guard Firearm Specifications Caliber 9mm

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 and not any larger. 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 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

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SECTION J, EXHIBIT 3A~~

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT
REQUIREMENTS**

- 1. Facilities:** see below bldg # list
- 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.

Location of Equipment	Radio QTY
VA0226ZZ	10
WV0157ZZ	9
WV9903ZZ	4
VA9906ZZ	7
WV0191ZZ	5
VA0723ZZ	4

- 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.

GOVERNMENT FURNISHED VEHICLE REQUIREMENTS

1. Facility: NOT APPLICABLE

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:

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GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

1. Facility: COE – VA0519ZZ

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
Bullet Proof Vest	Blue	9

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**GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility: ATF Facility
244 Needy Rd
Martinsburg, WV

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 this equipment immediately to the COTR / ATR.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Shotgun Storage Cabinet		1

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GOVERNMENT FURNISHED FIREARMS REQUIREMENT

The Government will furnish Shotguns for the:

ATF Facility
244 Needy Rd
Martinsburg, WV

Equipment Item	Description / Color	QTY
Shotgun	Remington, Mod 870	4

The contractor will supply ammunition.

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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

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

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Subject	Hours	Scope
(CHAPTERS TWO AND NINE, SGIM)		the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various

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Subject	Hours	Scope
		jurisdictions involved.
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the

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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,	4	Instructor will provide a lecture regarding

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

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Subject	Hours	Scope
		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 will focus on the necessity of giving constant

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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.

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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

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
		Instructor(s) will review and discuss the importance of the following forms: a. Preliminary Investigation; b. Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; i. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The 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.
X-Ray and Magnetometer Training	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 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	0.5	Describe police professionalism today, including the expanding use of security guards and indicate by current trends, where

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Subject	Hours	Scope
TWO, SGIM)		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 instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal

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Subject	Hours	Scope
		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 (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

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Subject	Hours	Scope
		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 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

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Subject	Hours	Scope
		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 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,

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Subject	Hours	Scope
		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. 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

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Subject	Hours	Scope
		incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

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SECTION J, 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 familiarization 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.

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Subject	Hours	Scope
Familiarization Fire	32	Instruction on live fire with no less than 200 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 ICE-QT

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

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.

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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

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STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				(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 of the barricade. When the threat appears or command

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STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				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.

**Annual Contractor Provided Shotgun Training / Familiarization
Course (ATF Martinsburg facility ONLY)**

Distance	Stage	Position	Mode	Rounds	Shots	Time	Description
25 yds	1	Shoulder Standing	N/A	5 rounds Rifle Slug	4	Combine Shots total 20 Sec	Shotgun at hip position. Load mag with 4 rounds. After firing, load 5th round through injection port Fire 5 th round
					1		
Distance	Stage	Position	Mode	Rounds	Shots	Time	Description
15 yds	2	Shoulder Standing	N/A	5 rounds 00 Buck	2	Combine Shots total 20 sec	Shotgun at hip position. Load mag with 3 rounds. On command, fire 2 rounds. Tactical reload with two rounds (Load through magazine pointed at the threat) Fire the remaining 3 rounds
					3		
<p>Prior to firing stage 3, Firearms instructor must ensure that the impact area is clear of obstruction (i.e. Rocks, lead buildups, etc).</p>							
Distance	Stage	Position	Mode	Rounds	Shots	Time	Description
7 yds	3	Shoulder Standing	N/A	5 rounds 00 Buck	4	Combine shots Total 10 sec	Shotgun at low ready. Load mag with 4 rounds. After firing, Load 5th round through injection port Fire
					1		

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When range facilities permit, two silhouettes targets may be used per shooter, one target for slugs and one for 00 buckshot.

**SECTION J, 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 / COTR 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.

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**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-9 and Section J Exhibit 4A as required by Contract number _____.

The Basic Training was provided from _____ to _____
(DATE) (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.

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**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-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.

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**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-9 and Section J Exhibit 4C as required by Contract number _____.

The Government Provided Training was provided from _____ to _____
(DATE) (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 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.

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**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-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.

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**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-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:

_____ 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.

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**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-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:

_____ 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.

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SECTION J, EXHIBIT 6~~

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

NOT APPLICABLE / INFORMATION BASED ON CONTRACTORS CERTS LOG

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SECTION J, EXHIBIT 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

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SECTION J, EXHIBIT 6B Continued

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

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SECTION J, EXHIBIT 6B Continued

Employee's Name:

SSN: - -

EDUCATION SUMMARY:

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

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

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SECTION J, EXHIBIT 6C~~

SECURITY SUITABILITY REQUIREMENTS

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

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

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

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SECTION J, EXHIBIT 7

PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE FOR
ARMED and UNARMED GUARD II SERVICES AND
BUILDING SECURITY OFFICER SERVICES**
(Located in Frederick County, Virginia and
Berkeley, Jefferson and Morgan counties, West Virginia)

NAME OF CONTRACTOR REQUESTING THE REFERENCE:

The purpose of this questionnaire is to obtain information regarding the quality of the above named Contractor's past performance relative to a contract, completed or in progress, at your company/agency. The Federal Protective Service is considering this Contractor for armed, unarmed guard service and Building Security Officers at various federal and leased location in Frederick County, Virginia and Berkeley, Jefferson and Morgan counties, West Virginia. We would greatly appreciate your input regarding the quality of the Contractor's past performance. Handwritten responses are sufficient. It is requested that the individual(s) responsible for the administrative oversight of the project (e.g. security specialist, COTR, etc.) respond to this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate.

Upon completion of the survey, please email to Bernadette.carter@dhs.gov or FAX to 215-521-2169. If you have any questions, please call Bernadette Carter at 215-521-2156. We appreciate your efforts on our behalf.

PROJECT TITLE AND LOCATION: _____

AWARD DATE: _____

CONTRACT COMPLETION DATE: _____

CONTRACT COST PER YEAR: _____

NUMBER OF GUARDS PER YEAR: _____

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

**PAST PERFORMANCE QUESTIONNAIRE for
ARMED and UNARMED GUARD II SERVICES AND
BUILDING SECURITY OFFICER SERVICES**
(Located in Frederick County, Virginia and
Berkeley, Jefferson and Morgan counties, West Virginia)

QUESTIONS

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

Please select one:

___ Outstanding ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___ Neutral

Additional comments:

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

Please select one:

___ Outstanding ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___ Neutral

Additional comments:

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**PAST PERFORMANCE QUESTIONNAIRE for
ARMED and UNARMED GUARD II SERVICES AND
BUILDING SECURITY OFFICER SERVICES**

(Located in Frederick County, Virginia and
Berkeley, Jefferson and Morgan counties, West Virginia)

QUESTIONS

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

Please select one:

___ Outstanding ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___ Neutral

Additional comments:

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

Please select one:

___ Outstanding ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___ Neutral

Additional comments:

**PAST PERFORMANCE QUESTIONNAIRE for
ARMED and UNARMED GUARD II SERVICES AND
BUILDING SECURITY OFFICER SERVICES**
(Located in Frederick County, Virginia and
Berkeley, Jefferson and Morgan counties, West Virginia)

QUESTIONS

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

Please select one:

____ Outstanding ____ Good ____ Acceptable ____ Marginal ____ Unacceptable ____ Neutral

Additional comments:

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

Please select one:

____ Outstanding ____ Good ____ Acceptable ____ Marginal ____ Unacceptable ____ Neutral

Additional comments:

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**PAST PERFORMANCE QUESTIONNAIRE for
ARMED and UNARMED GUARD II SERVICES AND
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(Located in Frederick County, Virginia and
Berkeley, Jefferson and Morgan counties, West Virginia)

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

Your Name: _____ Your Position: _____

Company: _____ Telephone No: _____

E-mail Address: _____