


Company Name:
HWA

Contract Number:
Not Available

Solicitation Number:
HSCECI-06-R-F00003

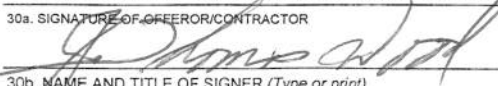
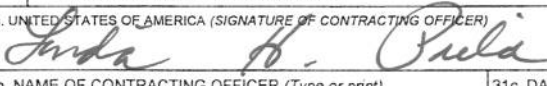
Period of Performance:
8/1/2006 through 11/30/2006

Services Provided:
Providing armed and unarmed security guards at the Jacob K. Javits Federal Building, 26 Federal Plaza, New York, New York (NY).

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER		PAGE OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER HSCECI-06-R-F00003		6. SOLICITATION ISSUE DATE 07/10/2006			
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Linda Piela		b. TELEPHONE NUMBER (No collect calls) 973 b6	
8. OFFER DUE DATE/LOCAL TIME 07/31/2006 1700 ET		9. ISSUED BY FEDERAL PROTECTIVE SVC. DIV - 2PS 26 FEDERAL PLAZA NEW YORK NY		CODE CI000	
10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO JACOB K. JAVITS F.B. 26 FEDERAL PLAZA NEW YORK-MANHATTAN NY		CODE NY0282		16. ADMINISTERED BY FEDERAL PROTECTIVE SVC. DIV - 2PS 26 FEDERAL PLAZA - RM 17-130 NEW YORK NY 10278 ATTN: L. PIELA	
17a. CONTRACTOR/OFFEROR HWA, Inc. 1809 7th Ave. Ste. 1400 Seattle, Wa. 98101		CODE 911535320 FACILITY CODE 787498971		18a. PAYMENT WILL BE MADE BY SEE 16	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Delivery: 11/30/2006 Armed Guards		HR	\$	
	Period of Performance: 08/01/2006 to 11/30/2006	b4		b4	b4
0002	Unarmed Guards		HR	\$	
	Period of Performance: 08/01/2006 to 11/30/2006				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA SHOWN ON EACH TASK ORDER		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 4,992,060.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or print) J. Thomas Wood		31b. NAME OF CONTRACTING OFFICER (Type or print) LINDA H. PIELA	
30c. DATE SIGNED 7/31/06		31c. DATE SIGNED 7/31/06	

17b

Remittance Address Sol. # HSCECI-06-R-F00003

b4

ACH Bank Instructions as per HWA CCR Registration

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17a. CONTRACTOR/OFFEROR HWA, Inc. 1809 7th Ste. 1400 Seattle, Wa. 98101		CODE 911535320	FACILITY CODE 787498971	18a. PAYMENT WILL BE MADE BY <i>SEE 16</i>				CODE
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
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0002		Unarmed Guards Period of Performance: 08/01/2006 to 11/30/2006		b4	HR	b4	b4	
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>J. Thomas Wood</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Linda H. Piela</i>				
30b. NAME AND TITLE OF SIGNER (Type or print) J. Thomas Wood		30c. DATE SIGNED 7/31/06		31b. NAME OF CONTRACTING OFFICER (Type or print) LINDA H. PIELA		31c. DATE SIGNED 7/31/06		

Table of Contents

Section C

C-1	Introduction
C-1.1	Use of Acronyms
C-1.2	Introduction (General)
C-1.3	Introduction (FPS)
C-1.4	Introduction (The contract)
C-1.5	Introduction (Delivery/Task Orders)
C-2	Contract Start-Up, Review, and Follow Up
C-2.1	Conferences and meetings
C-3	Authority and Jurisdiction, Permits, Licenses and Adherence to Laws
C-3.1	Prior to the Commencement of the Contract
C-3.2	During Performance of the Contract
C-4	Qualifications of Personnel
C-4.1	General Qualifications (Guard II and Building Security Officer)
C-5	Quality Control
C-5.1	Contractor Provided Quality Control
C-5.2	Government Provided Quality Control
C-6	Services Required – Non-Supervisory Security Guards
C-6.1	Order of Precedence
C-6.2	Security Guard Post Assignment Record
C-6.3	Typical Duties
C-6.3-1	Access/Egress Posts
C-6.3-2	Roving Posts
C-6.3-3	Traffic Control
C-6.3-4	Receipt, Use, and Safekeeping of Keys
C-6.3-5	Security and Fire Systems
C-6.3-6	Utility Systems
C-6.3-7	Building Rules and Regulations
C-6.3-8	Physical Security, Law and Order
C-6.3-9	Unauthorized Access
C-6.3-10	Hazardous Conditions
C-6.3-11	Response to injury or Illness
C-6.3-12	Additional Duties
C-6.3-13	Reports, Records and Testimony
C-6.3-14	Civil Disturbances
C-6.3-15	Emergencies
C-6.3-16	Primary Security Response
C-6.4	Recording Presence

- C-7 Key Personnel (Contract Manager and Supervisors)
 - C-7.1 Special Requirements for Contract Manager
 - C-7.2 Services Required - Contract Manager (Key Personnel)
 - C-7.3 Services Required – Supervisor (Key Personnel)
 - C-7.4 Special Requirements for Supervisors
- C.8 Work Scheduling Procedures
- C-9 Reporting Man Hours Provided
- C-10 Contract Guard Labor Category
- C-11 Contract Effort Required
 - C-11.1 Contract effort Required – Productive Hours
 - C-11.2 Contract Effort Required – Supervisory Hours
 - C-11.3 Contract Effort Required – Reserve Security Guard Force
- C-12 Limitation of Labor Hours to be Provided by Individual Employees
- C-13 Relief and Lunch Breaks
- C-14 Training
 - C-14.1 General
 - C-14.2 Training requirements by Position
 - C-14.2.1 Security Guards (Supervisory and Productive)
 - C-14.2.2 Supervisors
 - C-14.3 Written Examination
 - C-14.4 Weapons Training and Qualifications
 - C-14.5 Minimum Age for Firearms Licensing
 - C-14.6 FPS Specific Training
 - C-14.7 Government Provided Magnetometer / X-ray Training
 - C-14.8 CPR / AED / First Aid Training
 - C-14.9 Other Special Training
 - C-14.10 Training of Replacement Employees
 - C-14.11 Schedule of Provided Training and Testing
 - C-14.12 Government Provided Training – Failure to Attend
 - C-14.13 Training Waivers
- C-15 Medical and Physical Qualifications
 - C-15.1 General
 - C-15.2 Medical Standards
 - C-15.3 Physical Demands
 - C-15.4 Initial and Recurring Screening for Illegal Drugs
 - C-15.5 Government Requested Screening

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 HSCECI-06-R-F00003
(Contract number)
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW 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.

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

C-1.3 Introduction (FPS)

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

C-1.4 Introduction (The Contract)

The Government intends to incorporate the contents of this Solicitation/Contract and the successful Offeror's entire proposal (price and technical) into a Fixed-Price Requirements type Contract between DHS/FPS and that Offeror (see additional information in Section L).

C-1.5 Introduction (Delivery/Task Orders) –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. All modifications to task orders will be

accomplished using a Standard Form 30 (SF30) (form subject to change), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing task order but are within the scope of this Contract, those services will be ordered by a separate task order.

- D. Temporary or Special Additional Services (TAS/SAS) will be issued through separate task orders. Depending on the circumstances of each order, TAS/SAS orders may be issued verbally between the CO and/or his/her designated representative and the Contractor and formalized in a written task order as soon as possible after the order is made. TAS / SAS rate will be applicable as follows: any request for service with less than 72 hours advance notification. TAS rate shall not exceed a timeframe of thirty days. After thirty days the billing for this service shall be at the current rate. See Section G-2 for additional information regarding invoicing and payment for TAS/SAS.
- E. 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 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(s), the COTR and the Contractor shall meet at least monthly to discuss all relevant contract issues. The COTR and / or CPM will inspect 10% of the guard personnel records for completeness, certification validation & CERTS 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 60-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 [New York City, New York]. The Contractor must possess ALL licenses required to perform services in [New York City, New York].

The applicable licensing authorities that are known to the Government at this time are: **New York State, Department of State, Division of Licensing Services, 84 Holland Avenue, Albany, NY 12208-3490 518-474-4429**

- B. www.dos.state.ny.us

State of New York, Division of Criminal Justice Services, 4 Tower Place, Albany, New York 12203-3764

New York City Police Department License Division, Room 110, 1 Police Plaza, New York, New York 10038

- 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 (where required by post orders) or armed supervisor as required by Exhibit 1. Armed guards must carry their firearm license/permits on their person while on duty, as required under the licensing guidelines. 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. Locations requiring "unarmed" guards shall be identified as such in the "Post Coverage Schedule".**
4. The Contractor shall furnish a legible copy of all legally required licenses and permits 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 or failure to maintain during the term of this contract 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. The CO, COTR and all other authorized Government personnel shall have the express authority

- to examine these documents upon request, at any time, during the duration of this Contract.
- B. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the Contract, including any and all option periods the Government exercises. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
 - C. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for 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.
 - D. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit. **Under no circumstances shall a Contract employee be required to pay for a contractually required license or permit without being fully reimbursed by the Contractor.**
 - E. Armed security guards must carry their firearm license/permits on their person while on duty. 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 for Guard II

Guard II

- 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. See Section G-5, Application of Criteria for Deductions, for further details.

C-6 Services Required – Non-Supervisory Security Guards

C-6.1 Order of Precedence

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

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

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

C-6.2 Security Guard Post Assignment Record

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

through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or Task Order modification.

C-6.3 Typical Duties

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

C-6.3-1 Access/Egress Posts

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

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

C-6.3-2 Roving Posts

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

C-6.3-3 Traffic Control

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

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

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

- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS 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. See Section G for deductions that may be taken because of damaged or broken surveillance equipment that was under the control of a Contract security guard at the time of its malfunction or breakage.
- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS 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. 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. The COTR (or designated FPS personnel) will collect all original Contract Security Guard Duty Registers. The Contractor will not remove the original Contract Security Guard Duty Registers from the job site, unless specifically instructed to do so by the COTR. Invoice payment may not be made until all of the original Contract Security Guard Duty Registers are received by the COTR.

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

C.7.1 Special Requirements for Contract Managers

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

C-7.3 Services Required - Supervisor (Key Personnel)

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

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

C-7.4 Special Requirements for Supervisors

- 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 field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

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

C-8 Work Scheduling Procedures

- A. The Contractor shall be responsible for scheduling all work and notifying security guards of their work schedules in a manner consistent with effective Contract management. When requested by the CO or COTR, the Contractor shall furnish a copy of the most current schedule to the Government.
- B. All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.

C-9 Reporting Man-hours Provided

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

Only DOL category **Guard II** security guards may be utilized to perform services under this Contract. All category Guard II (unless specified by post orders) 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 during the performance of this Contract will be considered a breach of Contract and will be grounds for termination for default.

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 be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this Contract, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the Contract upon Contract award. See Section C-7 for further information regarding supervisory security guard duties and responsibilities.

- 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% of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

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

- A. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- B. The Contractor shall be responsible for compensating security guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices; they will not be itemized or paid for separately by the Government after Contract award.
- C. The limitation on hours may be verbally waived by the COTR in emergencies, which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).
- D. The Government has the authority to assess deductions from Contract payments for all hours or parts of hours where security guards exceed the 12-hour on-duty

limitation. For each hour or part thereof where a security guard works over 12 hours without prior approval by the COTR, FPS will deduct the hourly rate plus the hourly cost of a FLEP at the GS-8 rate. See Section G for further information on deductions.

C-13 Relief and Lunch Breaks

- A. Where required at certain specified posts (See Section J, Exhibit 1), all full-time productive security guards working a minimum 8-hour shift shall be provided a paid 15-minute break for every 4 hours the security guard is scheduled to work. The relief break should normally be scheduled in the middle of each 4-hour period. A 30-minute lunch break shall be made available to all security guards working a shift longer than 8-hours. However, a 30-minute paid lunch break shall be provided only to those individuals on posts that are required to remain on post during lunch hours.
- B. Where required at certain specified posts (See Section J, Exhibit 1), all security guards working a 6 hour shift shall be provided one 15 minute paid break and a 30 minute lunch break. Part-time productive security guards working a minimum of 4 hours shall be provided a paid 15-minute break for every 4 hours the security guard is scheduled to work.
- C. A separate sign-in/sign-out log shall be used for the relief security guard to sign in and out of each post for all relief breaks. This relief sign in sheet will be on BLUE paper with the words **Relief** on the top center of the page
- D. The costs to cover relief and breaks for the productive security guards must be included in the offering price, as they will not be itemized or paid for separately by the Government.
- E. The Contractor must provide a replacement security guard for each employee during relief periods.
- F. **IMPORTANT NOTE:** Continued failure, as determined by the CO, by the Contractor to furnish required relief breaks to security guards shall be considered a material breach of Contract and may result in termination for default.

C-14 Training

C-14.1 General

- A. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Contract security guards and uniformed supervisors who worked under the predecessor

- Contract and who maintain valid certification credentials will not be required to take the training until their suitability adjudication expires. Prior to the expiration of their suitability adjudication, those security guards must complete the required training. All newly hired Contract security guards with no prior experience under the predecessor or other current FPS security guard service Contract must take the following training and pass the written examination prior to working under this Contract.
- B. All Government-provided training and testing for this Contract shall be provided at the locations specified in Section F-1.1.
- C. **The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications.** FPS must be afforded the opportunity to observe all training, certifying, and qualifying activities. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after Contract award.
- D. The CO, COTR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract. The Contractor shall be responsible for providing the CO a copy of the training schedule within 10 days after award of the Contract and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in 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 and Magnetometer/ X-Ray training – 16 Hours	XXX	
	Weapons Training – 40 Hours		XXX
	CPR, AED, and First Aid Training and Certification		XXX
Recurring	Annual CPR and AED Training and Certification		XXX
	Biannual First Aid Training and Certification		XXX
	Re-certification Training – 40 Hours (Every 3 years)		XXX
	Annual weapons Qualification		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

- 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 weapons range training and qualifications (commercial range) must be conducted using current FPS targets only.** The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this Contract and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
- E. Annual firearms re-qualification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center practical course (See 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.

- F. The qualification range either indoor or outdoor has to be at least 25 yds to satisfy the 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 Monday through Friday excluding Sat. Sun & Holidays or at 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 weapon after they have met specific DHS qualifications:
 - 1. Trained and equipped to use non-deadly and up to deadly force to meet DHS Use of Deadly Force Policy, 1 July 2004.
 - 2. The Contractor shall certify, in writing, that the employee possesses the temperament, maturity, and judgment to make reasonable and correct use of force decisions under pressure.

C-14.5 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph C-4 above, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.

- B. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

C-14.6 FPS-Specific Training

- A. All Contract employees must receive FPS-specific training prior to working under this Contract. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the Contract and prior to the Contract start date. The subjects that will be covered by the training include:
1. General information and special orders for the facilities to be protected under this Contract;
 2. Operational procedures for security systems and security equipment used in the protected premises; and
 3. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. See 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 two (2) years. Upon the two-year expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- C. Security guards or uniformed supervisors who possess valid CPR, AED and First Aid credentials will not be required to re-take the training until their credentials expire.
- D. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract. A post is considered “open” if manned by unqualified contract employees.
- E. Under no circumstances shall the Contractor require the Contract employee to incur the expense of CPR/AED or First Aid training/ recertification without providing full remuneration to the employee within fifteen (15) days of the employee’s completion of the course. The CO shall report violations of this requirement to the Department of Labor for investigation and may take Contractual action as deemed appropriate.

C-14.9 Other Special Training

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

C-14.10 Training of Replacement Employees

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

C-14.11 Schedule of Provided Training and Testing

All Contractor Firearms Qualification and Government training / testing will be scheduled 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). See section G-5.3.

C-14.13 Training Waivers

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

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

C-15 Medical and Physical Qualifications

C-15.1 General

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

accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.

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

C.15.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. (See 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.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the Contract. No guard shall be permitted to work under the Contract until the certificate and medical documentation has been reviewed and approved for compliance with the Contract by the COTR.
- D. All Contract employees must meet the following medical standards:
 - 1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
 - 2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no

loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.

3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle

strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.

12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

C-15.3 Physical Demands

A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:

1. Subduing violent or potentially violent individuals;
2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
3. Work under occasional tension or pressure;
4. Work alone while armed;
5. Frequent and prolonged walking, standing, sitting, and stooping;
6. Apply Handcuffs;
7. Use of handgun, make shoot/no-shoot decision with handgun, fire handgun;

8. Occasional running or sprinting;
 9. Respond to life threatening or emergency situation;
 10. Climb while in pursuit or in an emergency situation (stairs);
 11. Pull oneself over an obstacle;
 12. Lift/carry/drag/pull/push heavy objects;
 13. Physically subdue or engage in confrontation;
 14. Physically control crowds or by-standers;
 15. 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):

Substance	Cutoff Level (ng/mL)
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.
- 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

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.

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).
 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 Contractor employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

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 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 Contractor 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 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, pistols, O.C. or pepper spray, etc. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.

2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
4. The amount and type of ammunition, including additional rounds for contingency, is specified in Section J, Exhibit 2E. Old duty ammunition will be periodically rotated with new ammunition.
5. The Contract employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. Unless stipulated otherwise in a task order, all firearms & ammunition shall be removed from the premises. The Contractor and their employees will take all necessary precaution to secure company weapons, per state and local requirements.
7. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. A contractor-supplied clearing barrel shall be provided in the designated area for this purpose.
8. The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change. On-site supervisors and security guards shall account for all firearms, and shall make accurate receipt and return entries on the Firearms and Equipment Control Register, DHS Form (to be determined), at the beginning of each shift. The COTR will provide an ample supply of the DHS form.
9. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS MegaCenter **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the 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

- A. The Contractor will be required, as specified in Section J, Exhibit 2C, to furnish some or all of the types of uniform items described herein. The type of uniform to be used on this Contract will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of Contract award. The table below shows the standard required uniform components and the recommended quantities of the components:
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be **readily distinguishable** from those of state, local, and FPS law enforcement personnel. All security guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the FPS certification card shall be worn over the right breast shirt pocket.
- D. Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COTR; however, all security guards on any one shift must be in the same uniform with the same sleeve length.
- E. Shoes shall be low quarter or high-topped boot with police or plain toe and standard heel. The color of the shoe shall be standard black. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the Contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.
- F. Uniform accessories and equipment and the wearing of them shall conform to standards and usage prescribed and in effect for FPS Law Enforcement Personnel. The color of uniform accessories and equipment shall be standard black. All security guards shall wear the same color and style or type of uniform accessories and equipment. Specific uniform requirements and quantities are listed in Section J, Exhibit 2C.
- G. Security guards are expected to comply with standards for wear and care of uniform items. The proper wear of uniforms and the care of uniforms and equipment is covered in the Contractor provided training and the *Security Guard Information Manual*. The SGIM will be used as the standard for the wear and care of uniforms and equipment.

C-17.2-4 Supplementary Equipment

- A. The Contractor will be required, as specified in 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:

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

- 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. The CO shall provide the Contractor with an adequate supply of these forms (See Section J, Exhibit 1B.). This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's semi annual firearms re-qualification.
- C. FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the contract. FPS will then laminate the completed form and issue it to the Contractor.
- D. No guard or supervisor shall be permitted to work under this Contract without a valid certification card.
- E. The certification card shall be worn on the outermost garment of the guard's uniform.
- F. ~~The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/First Aid card and a valid firearms permit.~~
- G. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.

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

See 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 are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit

the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.

- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. **Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal.** Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
 2. Possessing a record of arrests for continuing offenses;
 3. Falsification of information entered on suitability background investigation forms.
- G. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 3- year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty).

The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).

1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- H. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.
1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a ~~different contract or at a different risk level until the investigative requirements in Appendix 1 are met.~~
 2. Lawful Permanent Residents who have been investigated and approved by Components prior to the issuance of this MD to work on unclassified contracts may remain in the present position. However, they are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- I. **FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees.** FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

C-20 Security Clearance Requirements**C-20.1 Background Investigations**

- A. In addition to meeting the FPS background suitability check described in Section C, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to 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.
2. 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.
3. 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.
4. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.

5. 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.
6. 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.
7. **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 120 days.**
8. 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.
9. 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.
10. 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.
11. 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.
12. 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-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 for all employees who work under this Contract. Files shall be maintained at the Contract Manager's 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/tabs 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 that 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,

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.

C-25 Performance Evaluations

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

SECTION E - INSPECTION AND ACCEPTANCE**E-1 The Role of Government Personnel and Responsibility for Contract Administration, Inspection, and Acceptance****E-1.1 Contracting Officer (CO)**

The CO for this contract is:

Linda Piela, Contracting Officer
DHS/FPS
26 Federal Plaza, Room 17-130
New York, NY 10278 212 [REDACTED] b6 646 [REDACTED] b6

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

E-1.2 Contracting Officer's Technical Representative (COTR)/Agency Technical Representative (ATR)

A. The COTR is:

Inspector [REDACTED] b6,b7c
DHS / FPS
26 Federal Plaza, Room 17-130
New York, NY 10278 212 [REDACTED] b6,b7c 646 [REDACTED] b6,b7c

B. The ATR is:

[Not Applicable]

C. 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, while an ATR is a tenant

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

E-1.4 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.

E-2 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).

E-3 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 reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (2) terminate the contract for default.
- G. 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

AMENDMENT OF SOLICITATION NO. PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 03/20/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Federal Protective Svc. Div - 2PS 26 Federal Plaza New York NY	CODE CI000	7. ADMINISTERED BY (If other than Item 6) Federal Protective Svc. Div - 2PS 26 Federal Plaza New York NY	CODE CI000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HWA INC 1809 7TH AVE. STE. 1400 SEATTLE WA 981011304	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCECI-06-R-F00003A
CODE 7874989710000	FACILITY CODE	10B. DATED (SEE ITEM 11) 11/27/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

1. The procedure for submission of invoices is revised, as follows, effective April 2, 2007 and pertains to all invoices submitted on that date and thereafter. Invoices shall now be submitted via one of the following three methods:

a. By mail:

DHS, ICE
Debt Management Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 2 Invoice

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda H. Piela		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Linda H. Piela</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3-21-07
(Signature of person authorized to sign)			

Continued from page 1:

b. By facsimile (fax): 802-288-7658
(include a cover sheet with point of contact & # of pages)

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

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

"An invoice must include-

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

PO0002

HSCECI-06-R-F00003

Page 3 of 3

HWA, Manhattan

Continued from page 2

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

Invoices without the above information may be returned for resubmission.

3. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID COL.		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 11/27/2006		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Federal Protective Svc. Div - 2PS 26 Federal Plaza New York NY		7. ADMINISTERED BY (If other than Item 6) Federal Protective Svc. Div - 2PS 26 Federal Plaza New York NY		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HWA INC 1809 7TH AVE. STE. 1400 SEATTLE WA 981011304		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 7874989710000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCECI-06-R-F00003A	
				10B. DATED (SEE ITEM 11) 11/27/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to extend the term of the contract

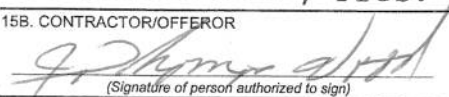

E. IMPORTANT: Contractor is not. is required to sign this document and return 3 copies to the issuing office.

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

- Options 1 and 2 of this contract are hereby exercised, extending the period for ordering and performing services from 12/01/06 through 7/31/2007.
- Wage Determination 2005-2375, Revision 1 9/18/06 (attached) is incorporated into this contract and will be valid for the period of these two options, 12/1/06 through 7/31/07. The base pay rates in this Wage Determination are \$17.83 per hour, with \$3.01 per hour H&W, and must be paid to the guards during this option period.
- The hourly rates in this contract established at the time of award remain in effect pending any price adjustment.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) J. Thomas Wood, Pres.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda H. Piela	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/28/06	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/29/06

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
HSCECI-06-R-F00003A/P00001

CONTINUATION SHEET

PAGE OF
2 12

NAME OF OFFEROR OR CONTRACTOR
HWA INC.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4. All other contract terms and conditions remain in effect. Period of Performance: 12/01/2006 to 07/31/2007				

05-2375 NY, NEW YORK CITY

05-2375 NY, NEW YORK CITY

WAGE DETERMINATION NO: 05-2375 REV (01) AREA: NY, NEW YORK CITY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2376

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 2005-2375
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 09/18/2006

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and Westchester Counties only. See Wage Determination 1977-0225 for wage rates and fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.66
01012 - Accounting Clerk II	16.28
01013 - Accounting Clerk III	20.96
01020 - Administrative Assistant	25.38
01040 - Court Reporter	21.19
01051 - Data Entry Operator I	13.95
01052 - Data Entry Operator II	15.22
01060 - Dispatcher, Motor Vehicle	23.78
01070 - Document Preparation Clerk	15.15
01090 - Duplicating Machine Operator	13.77
01111 - General Clerk I	13.47
01112 - General Clerk II	15.41
01113 - General Clerk III	17.11
01120 - Housing Referral Assistant	21.13
01141 - Messenger Courier	11.97
01191 - Order Clerk I	18.05
01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	17.11
01262 - Personnel Assistant (Employment) II	19.63
01263 - Personnel Assistant (Employment) III	21.13
01270 - Production Control Clerk	21.13
01280 - Receptionist	15.28
01290 - Rental Clerk	17.74
01300 - Scheduler, Maintenance	17.11

01311 - Secretary I	17:11
01312 - Secretary II	19:63
01313 - Secretary III	21.13
01320 - Service Order Dispatcher	20.00
01410 - Supply Technician	25.38
01420 - Survey Worker	18.55
01531 - Travel Clerk I	14.09
01532 - Travel Clerk II	15.27
01533 - Travel Clerk III	16.58
01611 - Word Processor I	16.11
01612 - Word Processor II	18.09
01613 - Word Processor III	20.24
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	26.68
05040 - Automotive Glass Installer	25.67
05070 - Automotive Worker	25.42
05110 - Mobile Equipment Servicer	23.10
05130 - Motor Equipment Metal Mechanic	27.97
05160 - Motor Equipment Metal Worker	25.67
05190 - Motor Vehicle Mechanic	27.97
05220 - Motor Vehicle Mechanic Helper	21.77
05250 - Motor Vehicle Upholstery Worker	24.42
05280 - Motor Vehicle Wrecker	25.67
05310 - Painter, Automotive	26.88
05340 - Radiator Repair Specialist	25.67
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	27.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	17.97
11122 - Housekeeping Aide	14.82
11150 - Janitor	14.92
11210 - Laborer, Grounds Maintenance	15.50
11240 - Maid or Houseman	13.98
11260 - Pruner	12.52
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	15.50
11360 - Window Cleaner	15.76
12000 - Health Occupations	
12010 - Ambulance Driver	18.77
12011 - Breath Alcohol Technician	20.05
12012 - Certified Occupational Therapist Assistant	19.98
12015 - Certified Physical Therapist Assistant	18.91

12020 - Dental Assistant	15.28
12025 - Dental Hygienist	30.22
12030 - EKG Technician	21.49
12035 - Electroneurodiagnostic Technologist	21.49
12040 - Emergency Medical Technician	18.77
12071 - Licensed Practical Nurse I	17.92
12072 - Licensed Practical Nurse II	20.05
12073 - Licensed Practical Nurse III	22.35
12100 - Medical Assistant	13.84
12130 - Medical Laboratory Technician	18.45
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	19.04
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	30.38
12221 - Nursing Assistant I	8.91
12222 - Nursing Assistant II	11.96
12223 - Nursing Assistant III	13.05
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	21.71
12236 - Optical Technician	13.68
12250 - Pharmacy Technician	13.74
12280 - Phlebotomist	13.11
12305 - Radiologic Technologist	25.72
12311 - Registered Nurse I	31.36
12312 - Registered Nurse II	34.68
12313 - Registered Nurse II, Specialist	34.68
12314 - Registered Nurse III	43.85
12315 - Registered Nurse III, Anesthetist	43.85
12316 - Registered Nurse IV	48.80
12317 - Scheduler (Drug and Alcohol Testing)	24.84
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.92
13012 - Exhibits Specialist II	26.90
13013 - Exhibits Specialist III	30.35
13041 - Illustrator I	19.92
13042 - Illustrator II	24.27
13043 - Illustrator III	27.39
13047 - Librarian	37.25
13050 - Library Aide/Clerk	14.07
13054 - Library Information Technology Systems Administrator	27.17
13058 - Library Technician	19.92
13061 - Media Specialist I	17.84
13062 - Media Specialist II	19.80
13063 - Media Specialist III	21.98
13071 - Photographer I	17.07
13072 - Photographer II	19.94
13073 - Photographer III	27.17
13074 - Photographer IV	31.81
13075 - Photographer V	38.47
13110 - Video Teleconference Technician	17.07
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.11
14042 - Computer Operator II	19.63
14043 - Computer Operator III	21.49
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	27.62
14071 - Computer Programmer I (1)	27.62
14072 - Computer Programmer II (1)	27.62
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62

14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	17.11
14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.96
15020 - Aircrew Training Devices Instructor (Rated)	36.77
15030 - Air Crew Training Devices Instructor (Pilot)	40.45
15050 - Computer Based Training Specialist / Instructor	33.42
15060 - Educational Technologist	26.71
15070 - Flight Instructor (Pilot)	40.45
15080 - Graphic Artist	30.01
15090 - Technical Instructor	27.17
15095 - Technical Instructor/Course Developer	31.68
15110 - Test Proctor	21.13
15120 - Tutor	21.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.02
16030 - Counter Attendant	10.02
16040 - Dry Cleaner	12.33
16070 - Finisher, Flatwork, Machine	10.02
16090 - Presser, Hand	10.02
16110 - Presser, Machine, Drycleaning	10.02
16130 - Presser, Machine, Shirts	10.02
16160 - Presser, Machine, Wearing Apparel, Laundry	10.02
16190 - Sewing Machine Operator	13.09
16220 - Tailor	13.83
16250 - Washer, Machine	10.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.24
21030 - Material Coordinator	21.70
21040 - Material Expediter	21.70
21050 - Material Handling Laborer	16.41
21071 - Order Filler	14.16
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	12.99
21150 - Stock Clerk	16.27
21210 - Tools And Parts Attendant	16.40
21410 - Warehouse Specialist	16.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.48
23021 - Aircraft Mechanic I	25.22
23022 - Aircraft Mechanic II	26.48
23023 - Aircraft Mechanic III	27.80
23040 - Aircraft Mechanic Helper	20.36
23050 - Aircraft, Painter	20.45
23060 - Aircraft Servicer	22.30
23080 - Aircraft Worker	23.26
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	29.08
23130 - Carpenter, Maintenance	25.76
23140 - Carpet Layer	26.98
23160 - Electrician, Maintenance	37.18

23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	23.08
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	20.19
23311 - Fuel Distribution System Mechanic	24.80
23312 - Fuel Distribution System Operator	21.01
23370 - General Maintenance Worker	18.98
23380 - Ground Support Equipment Mechanic	24.83
23381 - Ground Support Equipment Servicer	21.96
23382 - Ground Support Equipment Worker	22.90
23391 - Gunsmith I	18.94
23392 - Gunsmith II	21.14
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.97
23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility)	
23.88	
23430 - Heavy Equipment Mechanic	24.59
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	25.56
23465 - Laboratory/Shelter Mechanic	22.05
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.45
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	25.56
23592 - Metrology Technician II	26.57
23593 - Metrology Technician III	27.55
23640 - Millwright	24.23
23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	23.15
23790 - Pipefitter, Maintenance	29.89
23810 - Plumber, Maintenance	28.14
23820 - Pneudraulic Systems Mechanic	23.84
23850 - Rigger	23.02
23870 - Scale Mechanic	21.99
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	26.48
23932 - Telecommunications Mechanic II	28.71
23950 - Telephone Lineman	26.47
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	23.38
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.42
24580 - Child Care Center Clerk	16.74
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	18.59
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	27.01
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.53
25210 - Water Treatment Plant Operator	27.01
27000 - Protective Service Occupations	

27004	- Alarm Monitor	17.20
27007	- Baggage Inspector	13.99
27008	- Corrections Officer	25.58
27010	- Court Security Officer	27.12
27030	- Detection Dog Handler	17.83
27040	- Detention Officer	25.58
27070	- Firefighter	27.12
27101	- Guard I	13.99
27102	- Guard II	17.83
27131	- Police Officer I	28.66
27132	- Police Officer II	31.85
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	17.13
28042	- Carnival Equipment Repairer	17.97
28043	- Carnival Equipment Worker	14.67
28210	- Gate Attendant/Gate Tender	13.27
28310	- Lifeguard	11.94
28350	- Park Attendant (Aide)	15.01
28510	- Recreation Aide/Health Facility Attendant	10.83
28515	- Recreation Specialist	18.61
28630	- Sports Official	11.94
28690	- Swimming Pool Operator	20.37
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.18
29020	- Hatch Tender	27.18
29030	- Line Handler	27.18
29041	- Stevedore I	21.54
29042	- Stevedore II	23.43
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	35.40
30011	- Air Traffic Control Specialist, Station (HFO) (2)	24.40
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	26.88
30021	- Archeological Technician I	16.42
30022	- Archeological Technician II	18.37
30023	- Archeological Technician III	25.01
30030	- Cartographic Technician	25.11
30040	- Civil Engineering Technician	24.06
30061	- Drafter/CAD Operator I	17.89
30062	- Drafter/CAD Operator II	21.41
30063	- Drafter/CAD Operator III	23.77
30064	- Drafter/CAD Operator IV	25.11
30081	- Engineering Technician I	17.06
30082	- Engineering Technician II	19.68
30083	- Engineering Technician III	24.15
30084	- Engineering Technician IV	25.58
30085	- Engineering Technician V	29.65
30086	- Engineering Technician VI	34.61
30090	- Environmental Technician	22.90
30210	- Laboratory Technician	21.67
30240	- Mathematical Technician	25.11
30361	- Paralegal/Legal Assistant I	19.22
30362	- Paralegal/Legal Assistant II	24.95
30363	- Paralegal/Legal Assistant III	30.55
30364	- Paralegal/Legal Assistant IV	36.93
30390	- Photo-Optics Technician	25.91
30461	- Technical Writer I	23.52
30462	- Technical Writer II	28.77
30463	- Technical Writer III	34.82
30491	- Unexploded Ordnance (UXO) Technician I	22.49
30492	- Unexploded Ordnance (UXO) Technician II	27.22

30493 - Unexploded Ordnance (UXO) Technician III	32.62
30494 - Unexploded (UXO) Safety Escort	22.49
30495 - Unexploded (UXO) Sweep Personnel	22.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	23.77
30621 - Weather Observer, Senior (3)	26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	15.62
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.45
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	22.18
31364 - Truckdriver, Tractor-Trailer	22.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	27.84
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	27.84
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.14
99710 - Recycling Laborer	15.17
99711 - Recycling Specialist	17.37
99730 - Refuse Collector	14.67
99810 - Sales Clerk	11.96
99820 - School Crossing Guard	14.67
99830 - Survey Party Chief	19.38
99831 - Surveying Aide	12.68
99832 - Surveying Technician	17.38
99840 - Vending Machine Attendant	14.42
99841 - Vending Machine Repairer	17.64
99842 - Vending Machine Repairer Helper	14.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein 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), be classified by the contractor 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 classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.