

Company Name:
Kingdom Security Services

Contract Number:
GS-11-P-04-MP-C0037 (GS11P04MPC0037)

Requisition Number:
WPS-04-0274 (WPS040274)

Period of Performance:
9/1/2004 through 8/31/2005

Services Provided:
Providing security guard services at the Washington National Records Center, 4205
Suitland Road, Suitland, Maryland (MD).

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PART I - THE SCHEDULE
SECTION A
SOLICITATION/OFFER AND AWARD

SECTION A – SOLICITATION/OFFER AND AWARD

A-1 Notes to Offerors

The following information is provided to prospective Offerors in order to assist you with preparing your proposals. Please be advised that the following information does not excuse any prospective Offeror from being thoroughly familiar with the Solicitation requirements prior to submission of a proposal.

A-1.1 Information on the Incumbent Contract

1. Prospective Offerors are cautioned that the information provided below on the incumbent Contract DOES NOT imply or promise similarities to this procurement.
2. The DHS FPS Contracting Officer for the incumbent Contract is Claire J. Cashwell. She may be reached at the Federal Protective Service, Department of Homeland Security, Support Branch (WPSS), 1st and Tingey Sts., SE, Building 136, Washington DC 20407. Her phone number is 202-205-2817.

A-1.2 How to Request and Receive Explanations and Clarifications on this Solicitation

1. Before requesting an explanation or clarification to the Solicitation, please read the Solicitation in its entirety. In most cases the clarification will be given within the Solicitation itself.
2. Any prospective Offeror who requires an explanation or interpretation of the Solicitation should request a response in writing from the Contracting Officer identified in this Solicitation. Oral explanations or instructions given to a prospective Offeror shall NOT be binding on the Government. Any information given to a prospective Offeror concerning this Solicitation will be furnished promptly to all other prospective Offerors via an amendment to the Solicitation.
3. All requests for information or clarification should be submitted in writing to Eleanor Lowery via email at eleanor.lowery@dhs.gov or by postal service to the following address: Federal Protective Service, Department of Homeland Security, Support Branch (WPSS), 1st and Tingey Street SE, Building 136, Washington DC 20407.

4. Only the persons listed above are authorized to answer questions about this Solicitation. DHS FPS is NOT responsible for any information provided about the Solicitation by any other source.
5. All questions regarding this Solicitation shall clearly identify the Solicitation number **GS11P04MPC0037** and the specific portion of the Solicitation from where the question is derived – for example, the section and paragraph citation (C.11) or page number (page 25). Questions that are vague, illegible, irrelevant to the Solicitation, or arrive after the cutoff date established above may not receive a response.

A-1.3 Late Submissions, Modification and Withdrawal of Proposals

1. FAR 52.215-1(c) (Oct 1997) states, in essence, that proposals, proposal modifications, and proposal withdrawals received at the address specified for receipt of offers will NOT be considered, unless the Offeror meets the requirements set forth in that provision (see Section L of this Solicitation for further information).
2. Offerors are strongly encouraged to allow sufficient time to mail, deliver, or hand-carry their proposals to the Bid Room prior to the closing date and time established for this Solicitation. Offerors who hand-carry their proposals will be required to sign in as visitors to the building, which will include providing identification, passing through security devices, and having all packages X-rayed or visually inspected. Offerors and/or their agents who fail to fully comply with DHS FPS' security practices may be removed from and/or denied access to the building.

A-1.4 Inclement Weather/Unanticipated Events

Should inclement weather or other unanticipated events occur that interrupt normal Government processes and require postponement of the scheduled closing date and time for receipt of proposals, the proposal closing date and time will be changed to the same time on the next Government workday, unless notification is given to the contrary by the Contracting Officer. Potential Offerors and other interested parties should reference FAR 15.208(a) regarding this issue.

| | | | | |
|--|---|---|--------|------------|
| AWARD / CONTRACT | 1. This Contract is a rated order under DPAS 9 (15 CFR 700) | Rating | Page 1 | of Pages 1 |
| Contract (Proc., Inst., Ident.) No. | 3. Effective Date 06/23/04 | 4. Requisition / Purchase Request / Project No. WPS-04-0274 | | |
| 5. Issued By Department of Homeland Security (DHS) Federal Protective Services (FPS) Southeast Federal Center First and Tingey Street SW; Building 136 Washington, DC 20407 | | 6. Administered By (if other than item) Department of Homeland Security (DHS) Federal Protective Services (FPS) Southeast Federal Center First and Tingey Street SW; Building 136 Washington, DC 20407 | | |

| | |
|---|--|
| 7. Name and address of Contractor (No., Street, City, state and Zip Code) Mathew Jones, President Kingdom Security Services, Inc. 6111 Harley Lane Temple Hills, MD 20748 | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below) |
| | 9. Discount for prompt payment |
| TIN: | 10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: Item BLOCK #12 |

| | |
|---|---|
| 11. Ship To / Mark For Washington National Records Center 4205 Suitland Road Suitland, MD | 12. Payment will be made by GSA, FINANCE DIVISION P. O. BOX 17181 FORT WORTH, TX 76102 |
| 13. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C() <input type="checkbox"/> 41 U.S.C. 253 (C) () | 14. Accounting and Appropriation Data b2Low |

| 15A ITEM NO. | 15B SUPPLIES/SERVICES | 15C QUANTITY | 15D UNIT | 15E UNIT PRICE | 15F AMOUNT |
|---------------------------------------|--------------------------|-----------------|-------------|-------------------|---------------|
| See page two for detailed line items. | | | | | |

15G. TOTAL AMOUNT OF CONTRACT

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| | |
|--|---|
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.) | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|--|---|

| | |
|--|---|
| 19A. Name and Title of Signer (Type or Print) | 20A. Name of Contracting Officer Van Hale |
| 19B. Name of Contractor | 20B. United States of America |
| 19C. Date Signed | 20C. Date Signed |
| By _____ (Signature of person authorized to sign) | By _____ (Signature of Contracting Officer) |

Supplies or Services and Prices/Costs

| Item No. | Supplies/Services | Quantity | Unit | Unit Price | Amount |
|----------|---|----------|------|------------|--------|
| | New annual contract for security guard services at the Washington National Records Center, 4205 Suitland Road, Suitland, MD | | | | |
| | Period of Performance: September 1, 2004 thru August 31, 2005. | | | | |
| | Provide a firm fixed price for the positions below: | | | | |
| 0001 | Guard II Productive Manhours | | HR | | |
| 0002 | Guard II Supervisory Manhours | | HR | | |

b4

Also complete price sheets in Section B of the proposal.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 Description of Services

1. The Contractor shall furnish all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided by the Government), and shall plan, schedule, coordinate and ensure effective performance of all services described in Sections B, C, D, E, F, G, H, I, and J of this Solicitation/Contract.
2. Offerors should carefully read the solicitation in its entirety before preparing their price proposals.
3. The Contractor shall be required to provide guard service in accordance with the requirements of this Solicitation/Contract at:

Washington National Record Center, 4205 Suitland Road, Suitland, Maryland

B-2 Department of Labor (DOL) Wage Determination

The minimum wage rates and fringe benefits applicable to the initial (base) period of performance are outlined in the attached CBA and refer to FAR clause **52-222.47**. Wage Determination 2004-0059 Rev. 1, which is attached in Section I, also see the applicable FAR Clause in Full Text below.

FAR 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA).

Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)

An SCA wage determination applicable to this work has been requested from the U. S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining Agreement (CBA) between the incumbent Contractor **Elite Protective Services, Inc.** and the **FOPSCO(AFSPA)**. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that

the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4 (c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

B-2.2 Applicable Occupation Code and Title

1. The applicable Occupation Code and Title for this Solicitation/Contract is 27102 – Guard II. This is the minimum wage rate that the Contractor must pay to all guards working under the Contract.
2. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

IMPORTANT NOTE: Only DOL category **Guard II** guards may be utilized to perform services under the task order. Guard I requires minimal training, whereas Guard II requires specialized training in methods and techniques of protecting security areas. Guard II guards may be armed or unarmed. Therefore, any attempt by the Contractor to compensate guards at an hourly rate of less than that established by the Department of Labor Wage Determination for Guard II during the performance of this task order will be considered a breach of the task order and will be grounds for termination for cause.

The task order shall be priced according to the firm fixed hourly prices offered by the Contractor and accepted by the Government at the time of order issuance.

B-3 Pricing

B-3.1 Pricing – General Information

This Contract shall be priced according to the hourly prices offered by the Contractor and accepted by the Government at the time of Contract award.

B-3.2 Pricing Required for All Services and Performance Periods

1. Offerors must quote prices for all services required during the initial 12 month period, as well as for each option period, in order to be considered for award.
2. Partial pricing by an Offeror shall render the proposal non-responsive to the Government's requirements, and the proposal shall not be considered for award of the Contract.

B-3.4 Unbalanced Pricing

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

B-3.5 Contingency Pricing

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

B-3.6 Pricing of Basic Services

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

A. OFFER FOR INITIAL 12 MONTH PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____ % _____ days.
1. Quote a price for **SUPERVISORY/LEAD MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____ % _____ days.

B. OFFER FOR OPTION I PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.
1. Quote a price for **SUPERVISORY/LEAD MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.

C. OFFER FOR OPTION II PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.
1. Quote a price for **SUPERVISORY/LEAD MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.

D. OFFER FOR OPTION III PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.
1. Quote a price for **SUPERVISORY/LEAD MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.

E. OFFER FOR OPTION IV PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.
1. Quote a price for **SUPERVISORY/LEAD MANHOURS** for furnishing
Class II Guards at \$ _____ per hour.
2. Prompt payment discount offered _____% _____ days.

B-3.7 Pricing of Temporary/Special Services (TAS/SAS)

1. During the term of the Contract, the Government may have requirements for temporary or special additional service (TAS/SAS) requirements that are separate from the basic requirements for each task order. Due to the nature of these services, the Contractor may be requested to provide them with little advance notice.
2. This additional services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for service. Should a continuing need for additional service arise, a task order or a Contract modification will be issued by the Government to provide for those services.
3. **The hourly prices quoted below shall be inclusive of all the Offeror's direct costs, indirect costs, and profit. Offerors must include all costs associated with providing the services described in and required by this Solicitation/Contract.**
4. The Government shall not be responsible for compensating the Contractor for any costs tied to Solicitation/Contract requirements but not factored into the Contract prices, either by the Contractor's intention or by mistake.
5. Quote a price per manhour for providing Class II Guards for temporary/special services that are in addition to the manhours and services specified for the basic services.

BASE PERIOD:

1. Offer a firm fixed price for Productive Manhours for furnishing
Class II Guards at \$ _____ per hour.

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2. Offer a firm fixed price for Supervisory Manhours for furnishing
Class II Guards at \$ _____ per hour.

Option I Period:

1. Offer a firm fixed price for Productive Manhours for furnishing
Class II Guards at \$ _____ per hour:
2. Offer a firm fixed price for Supervisory Manhours for furnishing
Class II Guards at \$ _____ per hour:

Option II Period:

1. Offer a firm fixed price for Productive Manhours for furnishing
Class II Guards at \$ _____ per hour:
2. Offer a firm fixed price for Supervisory Manhours for furnishing
Class II Guards at \$ _____ per hour:

Option III Period:

1. Offer a firm fixed price for Productive Manhours for furnishing
Class II Guards at \$ _____ per hour:
2. Offer a firm fixed price for Supervisory Manhours for furnishing
Class II Guards at \$ _____ per hours:

Option IV Period:

1. Offer a firm fixed price for Productive Manhours for furnishing
Class II Guards at \$ _____ per hour.
2. Offer a firm fixed price for Supervisory Manhours for furnishing
Class II Guards at \$ _____ per hour.

PLEASE NOTE: THE FORMULA FOR AWARD INCLUDES HOURS AND PRICES FOR TAS/SAS.

6. Orders for TAS/SAS may be placed orally when the amount of the order totals \$2,500 or less, or in the event of an emergency. All orders that exceed \$2,500 must be placed or confirmed (in the case of an emergency) by issuance of a Optional Form 347, Order for Supplies or Services. The Optional Form 347 will describe the service to be provided and will establish the maximum number of hours for which the contractor will be compensated.
7. Individual orders for additional services involving more than forty (40) manhours will be issued only with the Contractor's consent. However, if the Contractor refuses an order, the Government shall have the express authority to use other sources to obtain the required services.
8. Each guard assigned to TAS/SAS must be uniformed, equipped, and trained in accordance with the existing contract specifications.

PART I
SECTION C
DESCRIPTION/SPECIFICATION
SCHEDULE A

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 most frequently in the Solicitation/Contract are listed below for easy reference:

| | |
|-------|---|
| ATR | Agency Technical Representative |
| CGIM | Contract Guard Information Manual |
| CM | Contract Manager |
| CO | Contracting Officer |
| COR | Contracting Officer's Representative |
| COTR | Contracting Officer's Technical Representative |
| DOL | Department of Labor |
| DHS | Department of Homeland Security |
| FAR | Federal Acquisition Regulation |
| FPO | Federal Protective Officer |
| FPS | Federal Protective Service |
| GSA | General Services Administration |
| PBS | Public Buildings Service |
| SAS | Special Additional Services |
| SF 30 | Standard Form 30 (Amendment of Solicitation/Modification of Contract) |
| SOW | Statement of Work |
| TAS | Temporary Additional Services |

C-1.2 Introduction (General)

1. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/Contract number **GS11P04MPC0037**.
2. As an integral part of the FPS security team, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this 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.

3. **Important Note:** Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including each and 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)

1. FPS is a security and law enforcement branch of the Immigration and Customs Enforcement Branch of the Department of Homeland Security. FPS is responsible for protecting DHS/PBS leased and owned buildings, as well as the buildings' tenants and visitors.

FPS's mission is to "provide a safe and secure environment that is open and inviting, in a knowledgeable, professional, sophisticated, and cost-effective manner, permitting Federal agencies and members of the public to conduct their business without fear of violence, crime or disorder."

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

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 Firm Fixed-Price w/Economic Price Adjustment type Contract between FPS/DHS and that Offeror.

C-1.5 Introduction

1. Services required under this Contract shall be awarded under a SF 26, Solicitation, Offer and Award.
2. The Government has the unilateral right to add, decrease, cancel, or modify services stated in the contract issued, as long as the change is within the scope of the Contract. The Contractor will be obligated to provide services at the

specified hourly rates contained in Section B. All modifications to the contract will be accomplished using a Standard Form 30 (SF30), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing contract but that are within the scope of this Contract, those services will be placed through a bilateral contract modification.

3. 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 either the CO or COR and the Contractor and formalized in a written task order as soon as possible after the order is made. See Section G-2 for additional information regarding invoicing and payment for TAS/SAS.

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

1. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the DHS, FPS, CO shall notify the Contractor, the DHS, FPS Contracting Officer's Representative (COR), and the DHS, FPS Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements.
2. During the performance of the Contract, the DHS, FPS, CO, COR, COTR, and the Contractor shall meet on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO or COR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the Contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

C-3 Contract Effort Required

IMPORTANT NOTE: Only DOL category **Guard II** guards may be utilized to perform services under this Contract. Guard I requires minimal training, whereas Guard II requires specialized training in methods and techniques of protecting security areas. Guard II guards may be armed or unarmed. Therefore, any attempt by the Contractor to compensate Guard II guards at an hourly rate of less than that established for Guard II during the performance of this Contract will be considered a breach of Contract and will be grounds for termination for default.

C-3.1 Contract Effort Required – Productive Hours

The minimum productive hours required by the Government are specified in Section J, Exhibit 1.

C-3.2 Contract Effort Required – Supervisory Hours

1. Specific hours of supervision are specified in Section J, Exhibit 1.

C-3.3 Contract Effort Required – Reserve Guard Force

1. 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 employee absences (e.g., due to illness, vacation, or personal emergencies).** All reserve guards must meet the minimum qualification standards required in this Contract before working any post under this Contract.
2. The Contractor shall ascertain how this reserve 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 guard force at any given time.** The Contractor should factor the costs for maintaining a reserve guard force into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

C-4 -- Limitation on Man-hours to be Provided by Individual Employees

1. No employee of the Contractor shall provide more than twelve (12) hours of service on one or more Contracts administered by DHS, FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
2. The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
3. The limitation on hours may be verbally waived by the COR in emergency situations 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.).

4. The Government has the authority to assess deductions from Contract payments for all hours where guards exceed the 12 hour on-duty limitation. For each hour or part thereof where a guard works over 12 hours without prior approval by the COR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See Section G for further information on deductions.

C-5 -- Relief and Lunch Breaks

Where required at certain specified posts (See Section J, Exhibit 1), all full-time productive guards working a minimum 8 hour shift shall be provided a paid break for every 4 hours the guard is scheduled to work. The relief break should normally be scheduled in the middle of each 4 hour period. An unpaid lunch break shall also be provided to those individuals.

Where required at certain specified posts (See Section J, Exhibit 1), all guards working a 6 hour shift shall be provided one paid break and an unpaid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid break for every 4 hours the guard is scheduled to work.

A separate sign-in/sign-out log shall be used for the relief guard to sign in and off on each post for all relief breaks.

The costs to cover relief and lunch breaks for the productive guards must be included in the offering price, as they shall not otherwise be paid for by the Government.

The Contractor must provide a replacement guard for each employee during relief periods.

IMPORTANT NOTE: Habitual failure by the Contractor to furnish required relief breaks to guards shall be considered to be a material breach of Contract and may result in termination for default.

C-6 Services Required – Non-Supervisory Guards

C-6.1 Order of Precedence

1. The Contractor's employees shall perform the services as prescribed by:
 - A. The Contract, including the task order(s);
 - B. The Guard Post Assignment Record (GSA Form 2580);

- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- D. FPS Policy Handbook (PBS P-5930.17c); and
- E. Contract Guard Information Manual (CGIM)

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

C-6.2 Guard Post Assignment Record (GSA Form 2580)

1. Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS for all shifts on each post. The form defines the basic duties. Except for emergencies, no deviations shall be made by the guards. The DHS FPS COR or COTR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
2. The duties of some guard posts require that a guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the GSA Form 2580. Additionally, Section J, Exhibit 1 will identify posts that require relief breaks.
3. 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. The Contractor may be financially liable for accepting or implementing changes by any DHS or tenant agency staff 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 modification.
4. The CO may delegate the authority to the COR to request TAS/SAS in accordance with Section B. Such authority, if granted, will be made in writing, and a copy of the delegation notice will be provided to the Contractor.

C-6.3 Typical Duties

1. Guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each guard post will have a Guard Post Assignment Record and an Officer's Duty Book; the Guard Post Assignment Record is also commonly referred to as the "post orders" (See paragraph 6.2 above).

2. Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. When time does not permit due to an emergency situation, the guards may read the post orders while on duty. Under no circumstance should any guard neglect his/her assigned duties in order to familiarize him/herself with post orders.
3. Guard post assignments may include, but are not limited to, the following duties and responsibilities:

C-6.3-1 Entrance/Exit Control Posts

- A. Guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control. Guards may perform package inspection when and as directed by the Guard Post Assignment Record (GSA Form 2580), or as directed by the COR in the event of an emergency or state of increased readiness. These inspections may include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, and other suspicious containers in the possession of visitors, employees and other persons arriving on, working at, visiting, or departing from the DHS-supported facilities. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- B. Guards will provide on-site security and control access to the post area, observing, detecting, and reporting violations of post regulations, as directed by the Post Assignment Record. Guards must provide and maintain complete and effective surveillance, protection and inspection of all internal and perimeter areas within the designated parameters and authority of their assigned post.
- C. Guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each 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 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, the cafeteria, and parking areas, and shall provide that information to any visitor upon request.

- D. Guards assigned to entrance/ exit posts shall know the location of and usage instructions for the nearest first aid kit, fire extinguisher, fire alarm, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.
- E. Guards will be responsible for operating all security equipment on post, such as X-Rays, magnetometers, and closed circuit television (CCTV). No guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

C-6.3-2 Roving Control Posts

Guards will make patrols in accordance with routes and schedules established in the Guard Post Assignment Record. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving 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 guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol guards will serve as the first responder to all security alarms and emergency situations occurring within the area of assignment.

Note: Some posts may require a combination of fixed hours at a guard booth and roving patrols. Guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COR.

C-6.3-3 Traffic Control

When required by the Guard Post Assignment Record, guards will direct traffic (vehicle and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. 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 Control, Issuance, and Storage of Keys

- A. Guards will coordinate with the COR and ATR the receipt, issuance, and tracking of all keys, "key cards," lock combinations, etc., which restrict access to the facility, including offices, guard posts, gates, etc. Guards will be required to control access

to these items in accordance with the Government's direction and guidance. Guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COR.

- B. Missing, lost, unusable, and/or stolen keys or access control devices shall be immediately reported to the COR and the guard's supervisor as soon as loss or problem is detected by the guard. See Section G for Contract price reductions that may be taken as a result of lost, stolen, or damaged keys and access control devices that were under the control of a Contract guard at the time of their disappearance.
- C. Refer to Paragraph C-6.10.1-2, 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. Guards will monitor and operate building fire alarm and intrusion detection systems and other protection devices or building equipment located on or near post, in accordance with the Guard Post Assignment Record.
- B. When an alarm sounds, the guard must immediately report and record the incident as required by the Guard Post Assignment Record.
- C. 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 as a result of damaged or broken surveillance equipment that was under the control of a Contract guard at the time of its malfunction or breakage.
- D. Guards shall immediately notify the COR and their supervisor if any of the systems under their control malfunction or fail completely.

C-6.3-6 Utility Systems

- A. 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 Guard Post Assignment Record.

- B. During emergencies, 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. Guards are not janitors, building maintenance staff, delivery persons, 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

Guards will monitor and observe building occupants and visitors for compliance with the facility's posted rules and regulations. Guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Guard Post Assignment Record.

C-6.3-8 Lost and Found

When directed by the DHS FPS COR, guards shall receive, receipt for, and store for safekeeping all found articles, pending their final disposition. The COR will provide an adequate supply of the necessary forms associated with this task.

C-6.3-9 Physical Security, Law and Order

Guards shall maintain physical security, law and order as prescribed by statute, regulation, or Guard Post Assignment Record, within the area of assignment. Guards may frequently be responsible for detecting, delaying, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

C-6.3-10 Unauthorized Access

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

C-6.3-11 Hazardous Conditions

Guards shall report daily in accordance with procedures in the Guard Post Assignment Record all potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.

C-6.3-12 Response to Injury or Illness

Guards shall obtain professional assistance in accordance with procedures in the Guard Post Assignment Record in the event of injury or illness to Government employees or others while in the building or on the grounds.

C-6.3-13 Flying the United States Flag

Guards shall raise, fly, lower, fold, and store the United States Flag (and other flags as authorized) in accordance with all applicable GSA regulations and post orders.

C-6.3-14 Additional Duties

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

C-6.3-15 Reports, Records, and Testimony

- A. Guards shall prepare and maintain required reports in accordance with the Guard Post Assignment Record 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 COR.
- B. Guards shall verbally report threatening circumstances and potentially threatening activities they observe while on duty to the MegaCenter and, when possible, to the COR or COTR. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support necessary to lessen or eliminate the potential threat.
- C. Guards may be required to testify in various judicial proceedings on behalf of the Government. Guards shall coordinate all Contract-related court appearances with the COR when such appearances are required. 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 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 guard may

be required). Contract-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties, with the Contractor coordinating with the COR to ensure that the testifying Contract employee appears as, when and where scheduled to provide timely testimony. Unless otherwise required by the COR, Contract employees who are scheduled to testify on behalf of the Government due to their Contract-related duties shall appear for court testimony in full uniform, but without weapons/firearms.

- D. The Contractor shall provide a qualified Contract employee to replace the Contract employee testifying on behalf of the Government.

C-6.3-16 Civil Disturbances

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-6.3-17 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 Agency Technical Representative (ATR), COR, or 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 agency, as applicable, of action taken, and shall immediately contact the MegaCenter to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not done 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-6.3-18 Primary Security Responses

In some outlying areas, and/or if multiple reportable incidents occur, guards may be required to act independently as the primary security response until law enforcement assistance arrives.

C-6.4 Work Scheduling Procedures

1. The Contractor shall be responsible for scheduling all work and notifying guards of their work schedules in a manner consistent with effective Contract management. When requested by the CO or COR, the Contractor shall furnish a copy of the most current schedule to the Government.
2. All 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-6.5 Recording Presence

1. The Contractor's employees shall sign in when reporting for work, and shall sign out when leaving, on a GSA Form 139, Contract Guard Duty Register. Contract employees who patrol between buildings will sign in and out at each building visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief guards will sign in and out at each post visited.
2. Each successively lower line on GSA Forms 139 and 139-R must be completed in chronological order, without exception. Lines may not be left blank among signatures in any period. Should an entire line be used to enter a calendar date for separating individual workdays, a one line limit for each such date entry will be followed.
3. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be acceptable for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the next line, immediately below or following on subsequent sheet's lines containing such errors, will be used to record all information for every column in the correct manner. The Contract employee should draw a single line through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each GSA Form 139 containing erroneous entries for the purpose of correlating all mistakes made with the applicable valid lines of information, and for describing the reasons behind those mistakes. Payment of invoices is based on the above procedures.

4. The Contractor will not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COR. All such forms will be collected by the COR or COTR. If the Contractor removes the GSA Forms 139's from the post, payment may not be made until all of the original GSA 139's are received by the COR. Cases in which the GSA Forms 139 are held by the Contractor for 10 or more days after being requested by the CO, COR, or COTR, may be referred to the Inspector General for investigation.

C-6.6 Reporting Manhours Provided

1. The Contractor shall submit to the COR, by no later than five (5) working days after the last working day of each previous month, a GSA Form 3430, Building Service Contractor Work Report or an equivalent substitute approved by the COR.
2. The report shall be certified by the Contractor as to its accuracy. The Contractor's Contract Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.
3. This report will be used by the Government to verify compliance with the manhour requirements of the Contract.

C-7 Services Required – Contract Manager and Supervisory Guards

C-7.1 Contract Manager

1. 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 Contract. **The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the term of this Contract or any other guard Contract administered by DHS/FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor.
2. 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 of the size and scope described in this Solicitation/Contract.

3. This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or SubContracts of various types and complexity.
4. 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.
5. The Contractor shall provide to the CO and COR 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. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed above. If the proposed CM does not meet the requirements listed above, the Contract shall attach a written waiver request which 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/Contract. The CO or COR must approve the proposed CM prior to his/her assignment under this Contract.
6. **The CM is a salaried managerial position not specifically required in the line item(s) identified in this Solicitation/Contract. Therefore, the Contractor shall factor all costs associated with providing a CM into their offering prices, as they will not otherwise be paid for by the Government.**
7. Replacement CMs shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO or the COR prior to reporting for duty under this Contract.

C-7.2 Area/On Site Supervisor

1. 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.

2. Area Supervisors shall not simultaneously perform the duties of supervisor and productive guard. Area Supervisors shall not provide required relief breaks to productive guards at any time while they are acting in a supervisory capacity.
3. 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 COR by the time of the first meeting after Contract award. The CO or COR must approve the proposed supervisor(s) prior to working under the Contract.
4. The Contractor shall provide the level of supervision necessary to ensure that productive guards:
 - A. Are properly trained;
 - B. Perform all duties as specified in accordance with the Contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;
 - C. Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;
 - D. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - E. Possess and display a valid certification card and CPR card at all times while on duty; and
 - F. Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.
5. 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 GSA Form 139 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 may be used by the Government to ascertain the level of supervision being provided to the guards working under this Contract.
6. Replacement Area Supervisors shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COR for approval before the replacement personnel report for duty under this Contract.

C-8 Authority and Jurisdiction

1. 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 city, county, parish, or state in which the buildings are located to:
 - A. Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard as required by each task order. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained.
 - B. 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.
 - C. Maintain current, valid copies of all licenses, permits, and certifications described in this Contract. The CO, COR, 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. 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 and all Contract work. The Contractor shall provide an updated record to the Government upon the CO's or COR's request.
 - D. 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.

Important Note: Failure by the Contractor to obtain all required licenses as of the Contract start date shall be grounds for termination for default. Failure by the Contractor to maintain valid licenses and permits may result in termination for default.

C-9 Regulations, Handbooks, and Other Applicable Documents

1. 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.

A. Officer's Duty Book. An Officer's Duty Book shall be furnished by the COR and maintained at the central control point and shall contain complete duty instructions for emergency procedures.

A separate loose-leaf binder shall be furnished by the COR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post. 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 COR.

B. Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3). These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.

C. Federal Protective Service Policy Handbook (PBS P 5930.17c). This FPS handbook contains the basic procedures and forms to be used during the course of the Contract. Applicable chapters will be supplied to the Contractor by the COR at the initial meeting after Contract award. This information must be read by all guards and supervisors in order for them to understand the role they play in FPS law enforcement and security operations.

D. Contract Guard Information Manual (CGIM). This handbook contains the information all guards and supervisors must read and be familiar with prior to assuming duties under this Contract. The written examination which Contract guards must take will be based entirely upon this manual. The COR shall give the Contractor one (1) copy of this manual at the pre-performance meeting held shortly after Contract award. The Contractor may photocopy the manual for all

E. Contract employees. Additional copies of the manual may be purchased from FPS for \$6.00 each. The Contractor shall give each uniformed Contract employee a legible, securely bound copy of the CGIM upon beginning the basic training course described in paragraph C-12 below.

C-10 Equipment, Uniforms, and Materials

C-10.1 Use, Accountability, and Care of Government Furnished Property.

C-10.1-1 Government-Furnished Property

A. The following supplies, materials, equipment, and facilities/office space, will be furnished by the Government:

- (1) Electrical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, and closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COR.
- (2) Repair and maintenance of equipment in paragraph A above.
- (3) Officer's Duty Book, including all inserted information required. The COR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
- (4) Telephones deemed necessary by the Government for the conduct of official business under this Contract.
- (5) Guard office, locker space, locker and office equipment, excluding office machines (as available and deemed necessary by the Government).
- (6) All Government administrative forms prescribed for use by Contract employees under this Contract.
- (7) Classroom for on-site training of personnel employed by the Contractor, for the purpose of their understanding and operating all fire alarm systems, security systems, security equipment or devices, and emergency operations procedures.
- (8) Building utilities and services will be afforded the Contractor in accordance with established DHS operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
- (9) Limited occupation and use of DHS-controlled office space, where available, for the Contract Manager and/or Supervisors to use to conduct official Contract business.

C-10.1-2 Accountability for 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. All equipment issued by DHS FPS to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.
- 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. Loss or damage to Government-furnished property shall be identified to the COR by the Contractor as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform semi-annual inventories of all Government-furnished property, using a GSA Form 1025 or other approved Government form/format. The Contractor's inventory requirements shall be reported in writing to the COR within 15 days of the date the COR selects for the inventory.

C-10.1-3 Use of Government Property

Government property shall be used for official Government business only in the performance of this Contract. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

C-10.1-4 Safeguarding Government Property

- A. The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, or 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 its 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 and all legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

C-10.1-5 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COR 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 malfunctioning equipment shall also be reported to the MegaCenter Operator.

C-10.2 Use, Accountability, and Care of Contractor Furnished Property

C-10.2-1 Contractor-Furnished Property

The Contractor shall furnish and maintain in acceptable condition, at no cost to Contract employees, all items of uniform and equipment necessary to perform work required by the Contract (including each task order issued under this Contract), as discussed in the following paragraph. **The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.**

C-10.2-1.1 Equipment

A. Communication Equipment:

- (1) Two (2) frequency, portable, handi-talk or press-to-talk communication equipment, including battery charger(s) and other related accessories. See Section J Exhibit 2, Communication Equipment Requirements. Communication equipment must ensure Contractor availability on a 24 hour basis, also described in Exhibit 2.
- (2) The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of such radio equipment over Government identified frequencies. A copy of all such permits shall be delivered to the COR upon request prior to the utilization of designated frequencies.

B. Motorized/Mobile Patrol Equipment:

- (1) Equipment as described in Section J, Exhibit 3, Patrol Vehicle Requirements, shall be provided by the Contractor. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor. Each vehicle shall be equipped with a roof light and marked for identification. The vehicle(s) shall be equipped with first-aid kit and dry chemical fire extinguisher, properly mounted.
- (2) In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational substitute vehicle shall be provided by the Contractor. The COR is responsible for ensuring the vehicle(s) furnished under this Contract comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the CO will make the final decision. Additional patrol equipment not specifically identified in this Contract or a task order shall not be used unless approved by the COR. See Section J, Exhibit 3, Patrol Vehicle Requirements.

C. Firearms and Ammunition:

- (1) Firearms shall be furnished by the Contractor to equip each armed guard and supervisor while on duty. Personal weapons shall not be used. **The firearms shall be .38 caliber, double action, six (6) shot police service type revolvers with a heavy duty 4" barrel, a fixed front sight, and a fixed or adjustable rear sight.** Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected by the Contractor prior to issuance to guards.
- (2) Each firearm shall be inspected at the commencement of each tour of duty by the Contract employee. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition.
- (3) 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. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.
- (4) Unless stipulated otherwise in a task order, no firearms or ammunition shall be removed from the premises. When out of use, all firearms shall be stored in a safe or other cabinet provided by the Contractor that complies with

Government standards for storage of weapons. All firearms shall be accounted for. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning of each shift. The COR will provide an ample supply of the Form 1051.

- (5) The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the COR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COR within one (1) week of the change.
- (6) In the event that a firearm is lost or stolen, the Contractor shall notify the 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 COR within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the COR of the serial number for the replacement weapon.
- (7) Ammunition for authorized firearms shall be provided by the Contractor. **Each armed contract employee shall be issued 12 rounds of standard 110 +P jacketed hollow point type ammunition upon entering duty.** Six rounds shall be loaded into the revolver and the remaining six rounds shall be contained in a cartridge case.
- (8) The Contractor shall provide a secure firearms cabinet or safe to be placed at each site of performance for storage of Contractor-provided firearms. Additional cartridges of ammunition shall be provided, stored, and secured on-site by the Contractor to accommodate emergencies and to be available in the event additional services are ordered.

C-10.2-1.2 Uniforms.

- A. The Contractor's guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be **readily distinguishable** from those of local and state law enforcement agencies and from those of Federal Protective Officers. All 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.
- B. 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 GSA certification card shall be worn over the right breast shirt pocket.

C. 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:

| REQUIRED ITEM | RECOMMENDED QUANTITY |
|--|----------------------|
| Shirt, long sleeve | 3 |
| Shirt, short sleeve | 3 |
| Trousers, all season weight | 3 |
| Necktie | 2 |
| Jacket, winter, patrol type (Reefer style) | 1 |
| Frame style cap OR Baseball style cap | 1 |
| Gloves, winter (pair) - (Color to match accessories) | 1 |
| Pistol belt without shoulder strap (Sam Browne) | 1 |
| Level II retention holster, firearm (slide on belt type) w/hammer safety strap, left/right as required (armed guards/supervisors only) | 1 |
| Ammunition cartridge case (armed guards only) | 1 |
| Duty Belt "Keepers" | 4 |
| Expandable Police Baton (with holder) | 1 |
| Handcuffs (pair) and keys | 1 |
| Handcuff case | 1 |
| Key strap with flap (if needed) | 1 |
| Insignia, shoulder patch (each shirt and jacket) | 7 |
| Whistle, with chain attachment (metal) | 1 |
| White (non-supervisory), Gold (supervisory) metal cap ornament | 1 |
| Nameplate, 3-1/2" x 3/4", with black or blue 1/2" lettering On Gold metal (initial and last name) | 1 |

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 COR; however, all 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 match the color of leather equipment accessories. 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 COR.

F. Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for Department of Homeland Security Federal Protective Officers. The color of uniform accessories and equipment shall be standard black or brown, as may be appropriate to match the uniform. All guards shall wear the same color and style or type of uniform accessories and equipment.

10.2-1.3 Supplementary Equipment

A. Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:

- (1) A notebook and pen.
- (2) A standard police-type flashlight with a minimum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are in serviceable condition.
- (3) Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) may be used as appropriate for operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.

B. 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. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the Contract.

C-11 Qualifications of Personnel

C-11.1 General Qualifications

1. All Contract personnel are expected to behave courteously and professionally toward all persons encountered in the performance of Contract related duties, including DHS FPS and DHS employees, building tenants, and the general public. The CO and/or COR 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.

2. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the COR, the following requirements:

- A. Be a citizen of the United States of America. The COR may allow legal resident aliens with proper INS-issued work permits to work under the Contract upon the Contractor's request. **Under no circumstances will resident aliens lacking valid INS work permits be allowed to work under this Contract.**
- B. Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations.

Note: The COR 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.

- C. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
- D. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this Contract.
- E. Meet **one** of the following experience/education requirements:
 - (1). Three years of security experience within the past five years; **or**
 - (2). An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; **or**
 - (3). Three years of military or National Guard (active duty or reserve) experience; **or**
 - (4). Successful completion of Police Officer's Standard Training (POST) course; **or**
 - (5) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees working under the previous incumbent Contract who do not meet the above experience/education requirements will be eligible to continue working under this Contract and shall be offered the right of first refusal.

In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior Contract.

C-11.2 Medical and Physical Qualifications

C-11.2-1 General

- A. The Contractor shall ensure that all Contract employees assigned to work under this Contract are physically able to perform all duties required by the Contract. All Contract employees must be in good general health without physical defects and/or psychological abnormalities that would interfere with the performance of Contract duties.
- B. All prospective Contract employees must undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician. All guards (productive and supervisory) must meet the health certification requirements listed Section J, Exhibits 10 and 10A. **No guard shall be permitted to work under the Contract until this certificate has been submitted to and approved by the COR.** Failure by a guard to meet any of the required medical qualifications may result in the guard being disqualified from performing under the Contract. **Where there is a disqualifying factor noted, the examining physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance under the Contract.** In such cases, notwithstanding the physician's signed opinion, the CO or COR shall make the final determination regarding the Contract employee's suitability to work under the Contract. Documentation by a physician of a disqualifying factor without a written medical opinion as to the Contract employee's suitability to perform under the Contract shall automatically result in the guard's disqualification.
- C. Medical examinations are valid for a period of three (3) years from the date of issuance. Upon expiration, a new medical examination must be provided under the same guidelines stipulated in this Section.

C-11.2-2 Medical Standards

- A. 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 test 20/20 in one eye and 20/40 in the

other eye. An applicant who has undergone a Radial Keratomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be color blind.

- (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. NOTE: The use of a hearing aid is not permitted and is disqualifying.
- (3) Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- (4) Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- (5) Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.
- (6) Cardiovascular System: The following conditions are disqualifying:
 - a. Organic heart disease (compensated or not);
 - b. Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
 - c. Symptomatic peripheral vascular disease and severe varicose veins
- (7) Gastrointestinal Tract: Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year, is disqualifying.
- (8) Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.

(9) Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.

(10) Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

C-11.3 Physical Demands

1. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:
 - A. Frequent and prolonged walking, standing, sitting, and stooping;
 - B. Occasional running or sprinting; and
 - C. Subduing violent or potentially violent individuals
2. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract upon the CO's request.
3. 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.

C-11.4 Illegal Drug Screening

C-11.4-1 Pre-Employment Screening

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

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

- B. 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 utilize 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 is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.
- C. 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 will be modified to permit the use of those methods.
- D. 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 GSA 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.
- E. 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-11.4-2 Government Requested Screening.

- A. The CO or COR shall have the express right to request random urine drug screenings at any time during Contract performance. Random screenings shall be conducted by the COR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of

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.

the Government's choosing. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in paragraph C-11.4-1 above.

- B. Contract employees who undergo random 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 screenings 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 COR 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 random urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other DHS/FPS security guard services Contract. Since most drugs are metabolized within a short period of time, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.**

C-11.5 - Reserved

C-11.6 Security Clearance Requirements

The Security Clearance requirements for this Contract are identified in Section J, Exhibit 13. **Each Contract employee must, at a minimum, complete the GSA suitability adjudication process described in Section C-11.6-1 below.**

C-11.6-1 DHS FPS 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 a formal suitability adjudication by DHS FPS. All Contract employees shall receive a formal suitability adjudication by DHS FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.

- 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 COR the following forms for each Contract employee: two (2) completed original Forms FD-258, "Fingerprint Chart;" one original GSA Form 176, "Statement of Personal History;" and one fully legible copy of the original GSA Form 176, "Statement of Personal History." The COR will furnish an ample supply of these forms to the Contractor immediately after Contract award and upon the Contractor's request thereafter. Contractors may use, and are encouraged to use, the 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, DHS will forward the forms to the FBI for evaluation. DHS will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a DHS Contract. Provided that the forms are complete and legible, the entire evaluation process will take anywhere 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.

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

- C. If DHS FPS finds a Contract employee to be unsuitable to work 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 suitability determination may be appealed by the guard or the Contractor 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 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 DHS FPS security guard service Contract. This requirement also applies to Contract employees whose unfavorable adjudication is under appeal.**

- D. Once a favorable adjudication has been made by DHS FPS, the guard is suitable to work under the Contract for two (2) years (provided that nothing occurs within the 2 year period that would render the guard unsuitable for continuing performance under the Contract). The Contractor shall **immediately** notify the COR 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 guard's suitability clearance prior to its expiration. Any guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new suitability determination is made.** The Contractor should make every effort to submit a new suitability paperwork package to **DHS FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for paperwork requirements).**
- E. 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 guards' current suitability clearances expire.
- F. **The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees.** The Government may, as it deems appropriate, authorize and grant temporary clearance 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 follow 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.
- G. **A complete step-by-step description of the DHS FPS Certification process is described in Section H, paragraph H-2.**

C-11.6-2 Security Clearance Requirements (Classified Contracts)

- A. In addition to meeting the DHS FPS suitability requirements described in paragraph C-11.6.1 above, 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), or the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Section J, Exhibits 1 and 13 for further information as to whether this Contract will require such

clearances). Where such clearances are required, employees to be assigned to the facility shall be subject to a security check 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. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- 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. In all areas requiring a DOD, DOE, or NRC 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). (Note: online access to the manual is no-cost, while the paper copy from the Government Printing Office costs \$11.00). 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 from NRC at www.nrc.gov. All applicable forms must be completed by each designated employee and each required Contractor representative. The Contractor shall notify the COR, in writing, within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part III, Section J, Exhibit 11, Security Clearance Requirements).
- F. Temporary suitability determination waivers may be granted by the Government (**but are not a Contractual entitlement by the Contractor**) for a period of six (6) months from the date that such waiver is approved. All Contract employees working under DHS/FPS security Contracts after the expiration of the six (6) month temporary clearance without a final suitability or security clearance, will be dismissed

from further work until such time as a full suitability determination has been completed. This requirement applies to both classified and non-classified Contracts. Security clearances will not be waived. The Government will provide the Contractor with the appropriate address where the completed forms are to be forwarded.

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

C-11.7 Special Requirements for Supervisors

1. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgement. 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 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.
2. The COR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume (Section J, Exhibit 12), shall be completed for each supervisor and a copy shall be provided to the COR.

C-12. Training

C-12.1 General

1. All guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Guards who have previously passed the examination will not have to retest. See Section C-12-3. Contract guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials will not be required to take the training and examination until their suitability adjudication expires. Prior to the expiration of their suitability adjudication, those guards must complete the required training. All newly hired Contract guards with no prior experience under the predecessor or other current DHS FPS security guard service Contract must take the following training and pass the written examination prior to working under this Contract.
2. All Government-provided training and testing for this Contract shall be provided at the following location(s):

**Federal Protective Service, Department of Homeland Security, Southeast
Federal Center, 1st & Tingey Street, SE., Building 202, Washington, DC.**

3. The Contractor bears the entire responsibility for scheduling the Government-provided training courses and/or examinations with the Government and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs 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 the Contractor will not otherwise be compensated by the Government for those costs after Contract award.
4. The CO, COR, 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 9.

C-12.2 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 4, 5, 6, 7, and 8 of this Solicitation/Contract, as are required certifications of training for individual Contract employees.

C-12.2-1 Productive Guards

A. All productive 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 Contract Guard Information Manual (CGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The CGIM should be provided to Contractor's employees on the first day of their basic training course.

| TRAINING COURSE AND HOURS | GOVERNMENT PROVIDED | CONTRACTOR PROVIDED |
|--|----------------------------|----------------------------|
| Basic Training – 72 Hours | | XXX |
| FPS “orientation” training – 8 Hours | XXX | |
| Magnetometer/X-Ray Training (Applies only to screening posts) – 8 hours | XXX | |
| Annual CPR/First Aid Training and Certification | | XXX |
| Re-certification Training – 40 Hours (Every 2 years) | | XXX |
| Firearms Training – 40 Hours (Armed Guards Only) | | XXX |
| Annual Firearms Requalification (Armed Guards only) | | XXX |

- B. Basic training, FPS “orientation” training, Magnetometer/X-Ray training, and 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. Training certifications are transferable to other DHS 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.
- C. Annual firearms requalification does not require specific additional training; rather, it involves the Contract employee’s ability to pass the Federal Law Enforcement Training Center practical pistol course (See Section J, Exhibit 8) 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 requalify 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 two (2) years of the previous training (basic or refresher) conclusion date. See Section J, Exhibit 6, for further information regarding the subject matter to be covered during this training.

C-12.2-2 Supervisors

A. All uniformed supervisors working under this Contract must successfully complete both basic training and supervisory training as shown in the following chart. The Government will provide to the Contractor, at no cost, one copy of the CGIM. The Contractor shall be responsible for photocopying the manuals for their employees' use, at no additional cost to the Government. The CGIM should be provided to the supervisors on the first day of basic training. Following completion of basic training, the supervisors will be required to take and pass a written examination.

| TRAINING COURSE AND HOURS. | GOVERNMENT PROVIDED | CONTRACTOR PROVIDED |
|--|---------------------|---------------------|
| Basic Training – 72 Hours | | XXX |
| FPS Specific training – 8 Hours | XXX | |
| Magnetometer/X-Ray Training – 8 hours | XXX | |
| Annual CPR/First Aid Training and Certification | | XXX |
| Re-certification Training – 40 Hours (Every 2 years) | | XXX |
| Supervisory Training – 9 Hours | | XXX |
| Firearms Training – 40 Hours (Armed Guards Only) | | XXX |
| Annual Firearms Requalification (Armed Guards only) | | XXX |

B. Supervisory training will be based on Government-provided Supervisory Training Manual. The manual will be given to each supervisor at the beginning of the supervisory training course.

C. **No supervisor shall be permitted to work under this Contract without having passed the basic training and written examination for basic training, the basic firearms course and qualification (if the supervisor will be armed), and the Government supervisory training.**

D. Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and 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 Contract employees. Training certifications may be transferable to other DHS 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.

C-12.3 Written Examination

C-12.3 Written Examination

1. Upon the Contract employees' completion of the Basic Training, the Contractor must schedule with FPS a Government-administered written examination for all new hirers. A new hire is considered to be any of the following:

- a) a person who has come off the street and is a first time hiree;
- b) a person who has attempted AND failed the written guard test within their allotted two attempts after their 365 day suspension (refer to (d) below) ;
- c) a person who has attempted AND failed the written guard test AND failed to take the test within the allotted 90-day timeframe after their 365 day suspension (refer to (d) below);
- d) a person who has a break in service of greater than 365 continuous days (i.e., suspension, call up to active duty status, guard resigns, cheating), regardless of the reason.

It will test their employees' familiarity with and understanding of the information contained in the CGIM after the Contract employees (productive and supervisory) successfully complete the applicable course. The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM. The passing score for the examination is 70% (30 questions correct out of 50 possible questions).

2. If a Contract employee does not pass the examination on the first attempt, he/she may re-take the examination; however, the Contract employee will be given only two (2) attempts to pass the exam within a 90 day period after training completion. If the Contract employee fails after the second attempt, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any DHS 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, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any DHS FPS Contract during that one year waiting period.
3. **IMPORTANT NOTE: No waivers will be granted regarding the testing policies and procedures stated above.**

C-12.4 Firearms Training and Qualification

- A. The Contractor is responsible for providing 40 hours of firearms training prior to sending the Contract employees to a firing range for the initial range qualification session. At least eight (8) but no more than 16 of the 40 hours should be classroom training, with the remaining 24 – 32 hours being actual training/shooting time on a firing range. **For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 200**

rounds of ammunition during the course of range training. The cost of ammunition should be factored into the offering price as it will not otherwise be paid 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. Any Contract employee who has successfully completed a 40 hour firearms course using a .38 caliber revolver under a predecessor DHS FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate, or a current A-1 or firearms certification). 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.
- C. **Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using Trans-II targets only.** The targets are inexpensive and are widely and 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.
- D. 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 pistol course (See Section J, Exhibit 8) 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 otherwise be paid for by the Government.
- E. **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.**
- F. An FPS representative will 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 COR to schedule range qualifications at a mutually acceptable

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

- G. The Contractor must provide the necessary weapons and ammunition for training and qualifications. **The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to the FPS Training Center, if a FPS Training Center is used to conduct range qualifications.** All Contractor-provided weapons used for qualifications of Contract employees shall be inspected and approved by an authorized FPS Range Master prior to use on any Government firing range. Ammunition used for firearms qualifications on a Government firing range shall be provided by the Government. No Contract employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the Federal Protective Services Division, Testing and Firearms Qualifications Center (See Part III, Exhibit 8).
- H. There is no limit on the number of times a Contract employee can attempt to re-qualify on the practical pistol course; however, **under no circumstances whatsoever will the Government permit a Contract employee who has not re-qualified in a timely manner (over one year from the date of the previous qualification date) to work as an armed guard under this Contract.** The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the practical pistol course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the practical pistol 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 requalify on the practical pistol course.

C-12.4-1 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph C-11 above, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed 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 guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

C-12.5 FPS-Specific Training

1. All Contract employees must receive FPS-specific training prior to working under this Contract. The training will be provided by FPS employees at a Government site. The site(s) and date(s) of the training session(s) will be scheduled by the COR and the Contractor after the award of the Contract and prior to the Contract start date. The subjects that will be covered by the training include:
 - A. General information and special orders for the facilities to be protected under this Contract;
 - B. Operational procedures for security systems and security equipment used in the protected premises; and
 - C. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
2. Each employee must be familiar with all general requirements for a specific facility before being assigned to it.
3. See Section J, Exhibit 7, for the complete syllabus on the FPS-specific Government provided training.
4. 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-12.6 Government-Provided Magnetometer/X-Ray Training

1. All Contract employees who will be assigned to work on posts that contain screening equipment (magnetometers and/or X-Rays) shall receive 8 hours of Government-provided training on the use and handling of the security equipment. This training will be provided at the following location:

Federal Protective Service, Department of Homeland Security, Southeast Federal Center, 1st & Tingey Street, SE., Building 202, Washington, DC.
2. 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.

3. 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-12.7 CPR/First Aid Training

1. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this Contract. CPR training and certification shall be valid for a period of one (1) year. Upon the one-year expiration of the CPR certification, each employee must become re-certified. Recertification must cover adult, pediatric, and infant CPR procedures. **While expressing no preference for a CPR training provider, the Government requires that each CPR course MUST provide practical training (e.g, on "dummies") on resuscitation techniques.** If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.
2. First Aid training and certification shall be valid for a period of three (3) years. Upon the three-year expiration of the First Aid certification, each employee must become re-certified.
3. Guards or uniformed supervisors who possess valid CPR and/or First Aid credentials will not be required to re-take the training until their credentials expire.
4. NO employee shall be permitted to work under this Contract without valid CPR or First Aid certification credentials. Those employees who work with expired credentials will be immediately removed from the contract upon discovery of the expired credentials, and they will not be eligible to work until they are certified.

Under no circumstances whatsoever shall the Contractor require any employee to incur the expense of CPR 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-12.8 Other Special Training

In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by DHS FPS. The number of training hours and the

posts to which the special requirements apply will be provided at such time as the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all 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 if and when training is required.

C-12.9 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection (Paragraph 12).

C-12.10 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the Federal Protective Service Training Center at the address below:

Federal Protective Service, Department of Homeland Security, Southeast Federal Center, 1st and Tingey Street, SE., Building 202, Washington, DC.

NOTE: Government training can only be scheduled after issuance of an official Contract award by the CO.

C-12.11 Attendance Compliance

1. Contract employees scheduled to work unarmed posts will be unable to work those posts until they have successfully completed the basic and FPS training and passed the written examination. Contract employees scheduled to work armed posts must successfully complete the basic and FPS training *and* the 40 hours of firearms training, *and* they must pass both the written examination and qualify on a pistol firing range, prior to working on the armed post.
2. All employees hired after the Contract start must receive and successfully complete the training and testing prior to performing duties under this Contract.

C-12.12 Government Provided Training - Failure to Attend

1. 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 DHS/ FPS' security guard contracting program.

2. 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.
3. An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours' advance notice or an acceptable excuse. Acceptable excuses are medical emergencies of the guard and the 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.
4. 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.
5. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the FPS Training Center as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Emergencies that are unacceptable may result in the Contractor being placed under an unexcused absence situation.
6. The FPS Training Bureau 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 guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the Contract may be seriously delayed by the unexcused absence(s).

C-12.13 Training Waivers

1. 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-13 Quality Control

C-13.1 Contractor-Provided Quality Control Plan

1. 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:
 - A. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors (not routine inspections performed by Area Supervisors as part of their normal duties).
 - B. 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 GSA Form 139 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.
 - C. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when either superior or deficient performance is noted by the Contractor's Quality Control Monitors or by the Government.
 - D. 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.**

2. 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.
3. 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.
4. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the COR for approval prior to them performing any inspections under the Contract. All changes in appointments shall require the same approval.
5. The Contractor shall maintain a file of all inspection reports related to the Contract and shall make those reports available to the CO or COR upon request. The CO or COR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COR of any serious problems or deficiencies noted during an inspection and shall inform the COR of all actions taken or planned to resolve the problem.
6. If the Contractor's performance indicates that additional quality control measures must be taken by the Contractor, the CO and COR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. The CO and COR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
7. The Contractor's adherence to their stated Quality Control Plan shall be considered by the Government 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).

C-13.2 Government-Provided Quality Control

Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the government will use multiple means of inspection.

People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to DHS/FPS. DHS/FPS will follow up as is appropriate with each such report. If appropriate, DHS/FPS will then advise the Contractor of the commendations or complaints received.

DHS/FPS works in partnership with DHS and client Federal agencies who reimburse DHS/FPS for contracted services. The staff and management of these Federal agencies will be supplementing FPS's own inspection and monitoring program with formal and informal observations and reports.

The Government shall use any and all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the guards' actions; and surveys of building tenants regarding the guards' performance (including the guards' professionalism, courtesy, and knowledge of their assigned duties). Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by DHS's customer surveys and other agency reviews of the Contractor's performance.

In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during an inspection/quality control exercise, the CO and/or COR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

C-14 Performance Evaluations

1. The CO and/or COR 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.
2. The Government shall formally evaluate, in writing, the Contractor's performance at *least* twice per year -- usually at mid-year and at the end of the 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.

3. 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.
4. 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.

Prohibited Items Instructional Policy

PURPOSE: This policy directive defines and prescribes the required procedures and policy for identifying, documenting, and tracking certain categories of items entering Federal facilities under the jurisdiction of the Federal Protective Service (FPS).

POLICY: These categories are knives under 2.5 inches in length, OC spray or mace and a category identified as "OTHER". This category included items such as a box cutter or a carpet layer's knife that are items normally utilized to perform a specific job or trade. Each guard post will document these items utilizing the Facility Weekly Prohibited Items Report (FPS PIR-1 Form). This form will cover the reporting period Monday, 0001 hours to Sunday 2400 hours. At which time the forms will be collected by the project manager, highest ranking guard supervisor at that facility, or their designee. That person will tabulate the results and document the data utilizing the Facility Certification Report (FPS PIR-2 Form).

A copy of the FPS PIR-2 Form will be faxed to the Criminal Intelligence and Investigation's Crime Analysis and Records Management Unit no later than 1000 hours, each Monday. The completed forms (originals) for each reported period will be stapled together with the FPS PIR-2 Form on top. The forms will be stored and maintained in a secure cabinet within the security guard office for a period of not less than one year. Security guards assigned to Federal facilities under the jurisdiction of the FPS will be well-versed in the proper reporting procedures. **This policy directive is not intended to replace reporting or enforcement actions involving illegal weapons such as firearms and knives over 2.5 inches in length that are in violation of 18 USC 930 and or Title 41 CFR 102.74.440.**

ASSIGNMENT OF RESPONSIBILITIES: The Project manager, highest ranking guard supervisor at the facility or designee is responsible for ensuring that:

1. each security guard assigned to the facility is well-versed in the execution of this policy directive;
2. the facility and each security guard post has an ample supply of forms (PIR-1 and 2);
3. a copy of this policy and associated documents are contained within each guard post desk book;
4. information documented on the respective PIR Form is not released to unauthorized personnel without prior approval from the respective FPS District Director or their designee;
5. periodic inspections of the various guard posts at the facility are performed to ensure that the information contained on the form is documented properly and is in accordance with this policy directive. Should the inspection disclose that forms are not being maintained in accordance with policy, immediate corrective action should be taken.
6. completed PIR-1 forms from each guard post are completed at the end of the reporting period and results are recorded on the PIR-2 Form. After signing the PIR-2 Form, he or she will fax a copy of the PIR-2 Form to the Criminal Intelligence and Investigation's Crime Analysis and Records

Management Unit.

7. the completed forms (FPS PIR-1 and -2 Forms) are maintained in the security guard office for

a

period of not less than one year.

PROCEDURES: The following procedures will be adhered to:

1. The security guard at the entrance screening post will advise all visitors and employees (if required) that they must walk through the metal detector and their belongings must be screened by the X-Ray baggage unit before they may enter the facility. **NOTE:** If the person refuses to be screened, he or she will be denied access to the facility. Should the person attempt to circumvent posted security requirements, or if the item is in violation of the law, the person will be detained and immediate FPS assistance will be requested. Notification will be made to the FPS Mega Center on the emergency telephone number 202-708-1111.
2. If the alarm sounds for the walk-through metal detector, the visitor and/or employee will be instructed to remove all items from all pockets and put them into a small plastic receiving basket. The visitor and/or employee will then walk around the metal detector station to the front side, and once again go through the metal detector. If the alarm sounds a second time, the hand held metal detector will be utilized passing over the visitor and/or employee from shoulder to foot, front and back, right and left sides to determine the location of the metal item.
3. Once a metal item is located and identified, the visitor and/or employee will either be told to await FPS arrival or be allowed to proceed through. Should the item be one of the items being tracked, the security guard will record that item on the FPS PIR-1 Form. Should the security guard have doubt regarding whether or not the item is in violation of the law and/or whether to record the item on the FPS PIR-1 Form, the security guard should contact his/her supervisor to respond to the post location. The item in question will remain in the custody of the security guard until a determination is made by the supervisor. If the item is one of the items being tracked, the security guard will record the item on the PIR-1 Form and relinquish the property to its owner. Should the item be in violation of law, the visitor and/or employee will be detained. The FPS will be notified to respond via the FPS Mega Center (202-708-1111). Should the item be in violation of the Building Security Committee policy, access will be denied. In some circumstances the Building Security Committee (BSC) may adopt access control procedures that are more restrictive than what is defined by law (e.g., barring of all knives, including those LESS than 2.5 inches in length). In these circumstances, a contract guard should not confiscate the item, but rather should deny entry to the individual in accordance with established Building Security Committee policies.
4. There will be an ample supply of FPS PIR-1 Form(s) at each guard post in the facility. The form will be filled out in its entirety. The reporting period will be from 0001 hours, Monday to 2400 hours on Sunday. At the end of the reporting period (2400 hours on Sunday), the project manager, highest ranking guard supervisor at the facility or their designee will identify, gather and collect from each post the completed FPS PIR-1 Forms. That person will tabulate information from the FPS PIR-1 Forms and document the findings on the FPS PIR-2 Form. The FPS PIR-2 Form is to be completed in its entirety with the exception of the portion dedicated to the FPS marked "FPS Use Only".
5. The project manager, highest ranking guard supervisor at the facility or their designee will fax FPS PIR-2 Form to the Criminal Intelligence and Investigations' Crime Analysis and Records Management Unit at 202-690-9281 no later than 1000 hours Monday of each week. The person transmitting this data will ensure the information is received by contacting the respective office's

administrative person or designee. A telephone listing depicting key FPS personnel is attached to this policy directive.

6. The completed forms (originals) for each reporting period will be stapled together with the FPS PIR-2 Form on top. The forms will be stored and maintained in a secured cabinet within the guard office for a period not less than one year.

GUIDANCE ON WHAT TO DO WHEN AN ITEM IS DETECTED: The question about weapons and prohibited items and their disposition is key issue regarding access to Federal facilities. A concern of law enforcement and security professionals is determining their responsibility when confronted with prohibited items discovered during the screening process. (Return the item to the individual and deny access, or confiscate?) The issue revolves around the intent of the individual (s) attempting to bring these items into federally controlled space.

According to Title 41, Code of Federal Regulations, part 102-74.440, and Title 18, United States Code, Section 930, the possession of firearms and/or other dangerous weapons in all Federal facilities is prohibited.

The general public routinely attempts to bring weapons into Federal facilities not knowing they are prohibited items. The items that are commonly being intercepted are bladed instruments, which in many cases are knives that a person wears on their belt or carries in their pocket as part of their daily/personal equipment.

Upon notification of the prohibition, members of the general public often request to leave the prohibited item(s) at the security desk, or ask if they must remove the item(s). Since many people use public transportation, they have no place to store or secure their personal property.

Managing property that is confiscated has a direct impact on the resources of the agency and personnel; this problem will only be exacerbated by the risk of liability for maintaining and securing these personal/prohibited items. **Accordingly, Contract Security Guards will deny the abandonment of prohibited items or other personal property at screening stations; Contract Security Guards will not take custody or bailment for any personal property.**

In other instances, weapons are discovered during a response to a disturbance or instance where an individual knowingly attempts to circumvent security procedures. In these circumstances, FPS will be notified and, depending on the circumstances, responses may range from confiscation to arrest by FPS.

When there is a question of whether or not the item is legal or illegal, the individual will be escorted to the security guard office and the project manager, highest ranking guard supervisor or designee will be immediately contacted to respond. Should the item be illegal, FPS will be notified for response and if warranted, further investigation.

SAMPLE

**Facility Weekly Prohibited
Items Report**

| | | | |
|--------------|---------------|------------------|---------------|
| BUILDING NO. | FACILITY NAME | FACILITY ADDRESS | |
| CITY/STATE | | POST NO. | POST LOCATION |

PURPOSE: THIS REPORT WILL BE UTILIZED TO TRACK AND RECORD THE NUMBER OF ITEMS DEPICTED BELOW DETECTED ENTERING THE FACILITY ON A WEEKLY BASIS, REGARDLESS IF ACCESS WAS ALLOWED OR DENIED. THIS FORM IS NOT INTENDED TO REPLACE THE FEDERAL PROTECTIVE SERVICE (FPS) OFFENSE REPORT, FORM 3155 FOR REPORTING DANGEROUS WEAPONS AS DEFINED BY TITLE 18 US CODE, SECTION 930 AND PROHIBITED AND PROHIBITED BY TITLE 41 CODE OF FEDERAL REGULATIONS, SECTION 102-74.435 WHICH WILL REQUIRE ASSISTANCE OF A UNIFORMED FPS LAW ENFORCEMENT OFFICE. **INSTRUCTIONS:** THIS REPORT WILL BE FILLED OUT DAILY BY EACH POST AND COLLECTED BY A GUARD SUPERVISOR ON SUNDAY AT 2400 HOURS. THE REPORTING PERIOD WILL RUN FROM MONDAY 0001 HOURS TO SUNDAY 2400 HOURS.

| DATE | SHIFT | KNIVES <2.5 INCHES | O/C SPRAY OR MACE | OTHER |
|------|-------|-----------------------|----------------------|-------|
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INSTRUCTIONS FOR COMPLETING FPS PIR-1 FORM

1. BUILDING NO.: Enter 8-digit GSA Building Number.
2. FACILITY NAME: Enter the name of the facility.
3. FACILITY ADDRESS: Enter proper street address of facility.
4. CITY/STATE: Enter city and state facility is located in.
5. POST NO.: Enter the post number.
6. POST LOCATION: Enter where the post is located within in facility. For example, First floor NE corner of building.
7. DATE: Enter month, day and year. This report will cover the period from Monday, 0001 hours to Sunday 2400 hours.
8. SHIFT: Enter the tour of duty, i.e., First, Second, Third.
9. KNIVES <2.5 INCHES: Enter the number detected during the respective date and shift.
10. O/C SPRAY OR MACE: Enter the number detected during the respective date and shift.
11. OTHER: Enter the number detected during the respective date and shift. This category will include items detected that
are authorized such as carpet layer's knife or box cutter that are trade tools. When entering, describe the item.

SAMPLE

Facility Certification Report

| | | |
|--------------|---------------|------------------|
| BUILDING NO. | FACILITY NAME | FACILITY ADDRESS |
| CITY/STATE | | POST LOCATION |

PURPOSE: THIS REPORT WILL DEPICT THE TABULATION OF DATA COLLECTED FOR THE WEEK FROM ALL GUARD POSTS WERE DETECTED ENTERING THE FACILITY DURING THE REPORTING PERIOD, REGARDLESS IF ACCESS WAS ALLOWED OR DENIED. THE GUARD SUPERVISOR WILL TRANSMIT THIS INFORMATION TO THE FPS AREA COMMANDER'S OFFICE NO LATER THAN 1000 HOURS, MONDAY OF EACH WEEK. THIS REPORT ALONG WITH THE FACILITY WEEKLY PROHIBITED ITEMS REPORTS FOR THE FACILITY ARE TO BE TURNED IN AT THE END OF THE MONTH TO THE EPS QUALITY ASSURANCE SPECIALIST OR AUTHORIZED FPS REPRESENTATIVE..

| KNIVES<2.5 INCHES | O/C SPRAY OR MACE | OTHER |
|-------------------|-------------------|-------|
| | | |

NUMBER OF FACILITY WEEKLY PROHIBITED ITEMS REPORTS THIS PERIOD: _____

NUMBER OF GUARD POSTS AT THIS FACILITY: _____

| | | |
|----------------------------------|-------|------|
| NAME OF PERSON TRANSMITTING DATA | TITLE | DATE |
|----------------------------------|-------|------|

FPS USE ONLY

| | | |
|---------------|------------------|-----------------------------|
| DATA RECEIVED | DATE ENTERED EIS | PERSON ENTERING DATE IN EIS |
|---------------|------------------|-----------------------------|

REMARKS:

INSTRUCTIONS FOR COMPLETING FPS PIR-2 FORM

1. BUILDING NO.: Enter 8-digit GSA Building Number.
2. FACILITY NAME: Enter the name of the facility.
3. FACILITY ADDRESS: Enter proper street address of facility.
4. CITY/STATE: Enter city and state facility is located in.
5. REPORTING PERIOD: Enter date/time the reporting period began and ended, MO 0001 hrs.,
09/01/2003
to SU 2400 hrs., 09/07/2003.
6. KNIVES < 2.5 INCHES: Enter the total number detected during the reported period from all the FPS PIR 1 Forms.
7. O/C SPRAY OR MACE: Enter the number detected during the reported period from all the FPS PIR 1 Forms.
8. OTHER: Enter the number detected during the reported period from all the FPS PIR 1 Forms.
9. NUMBER OF FACILITY PROHIBITED ITEMS REPORTS THIS PERIOD: Enter the number of guard posts.
10. NUMBER OF GUARD POSTS AT THIS FACILITY: Enter the number of guard posts.
11. NAME OF PERSON TRANSMITTING DATA: Print the name of transmitting data to FPS. This person should be
the project manager, high ranking supervisor or designee.
12. TITLE: Enter rank of person transmitting data.
13. DATE: Enter month, day, and year data transmitted to FPS.

Sec. 930. - Possession of firearms and dangerous weapons in Federal facilities

(a)

Except as provided in subsection (d), whoever knowingly possesses or causes to be present a firearm or other dangerous weapon in a Federal facility (other than a Federal court facility), or attempts to do so, shall be fined under this title or imprisoned not more than 1 year, or both.

(b)

Whoever, with intent that a firearm or other dangerous weapon be used in the commission of a crime, knowingly possesses or causes to be present such firearm or dangerous weapon in a Federal facility, or attempts to do so, shall be fined under this title or imprisoned not more than 5 years, or both.

(c)

A person who kills any person in the course of a violation of subsection (a) or (b), or in the course of an attack on a Federal facility involving the use of a firearm or other dangerous weapon, or attempts or conspires to do such an act, shall be punished as provided in sections 1111, 1112, 1113, and 1117.

(d)

Subsection (a) shall not apply to -

(1)

the lawful performance of official duties by an officer, agent, or employee of the United States, a State, or a political subdivision thereof, who is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of any violation of law;

(2)

the possession of a firearm or other dangerous weapon by a Federal official or a member of the Armed Forces if such possession is authorized by law; or

(3)

the lawful carrying of firearms or other dangerous weapons in a Federal facility incident to hunting or other lawful purposes.

(e)

(1)

Except as provided in paragraph (2), whoever knowingly possesses or causes to be present a firearm in a Federal court facility, or attempts to do so, shall be fined under this title, imprisoned not more than 2 years, or both.

(2)

Paragraph (1) shall not apply to conduct which is described in paragraph (1) or (2) of subsection (d).

(f)

Nothing in this section limits the power of a court of the United States to punish for contempt or to promulgate rules or orders regulating, restricting, or prohibiting the possession of weapons within any building housing such court or any of its proceedings, or upon any grounds appurtenant to such building.

(g)

As used in this section:

(1)

The term "Federal facility" means a building or part thereof owned or leased by the Federal Government, where Federal employees are regularly present for the purpose of performing their official duties.

(2)

The term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

(3)

The term "Federal court facility" means the courtroom, judges' chambers, witness rooms, jury deliberation rooms, attorney conference rooms, prisoner holding cells, offices of the court clerks, the United States attorney, and the United States marshal, probation and parole offices, and adjoining corridors of any court of the United States.

(h)

Notice of the provisions of subsections (a) and (b) shall be posted conspicuously at each public entrance to each Federal facility, and notice of subsection (e) shall be posted conspicuously at each public entrance to each Federal court facility, and no person shall be convicted of an offense under subsection (a) or (e) with respect to a Federal facility if such notice is not so posted at such facility, unless such person had actual notice of subsection (a) or (e), as the case may be.

19. FEDERAL MANAGEMENT REGULATION

SUBPART C - Conduct on Federal Property

Applicability

102-74.365 *To whom does this subpart apply?*

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

Inspection

102-74.370 *What Items are subject to inspection by Federal agencies?*

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

Admission To Property

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

Federal agencies must:

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

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

(c) Ensure, when property or a portion thereof is closed to the public, that admission to the property, or the affected portion, is restricted to authorized persons who must register when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation Of Property

102-74.330 *What is the policy concerning the preservation of property?*

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

- (a) Improperly disposing of rubbish on property;
- (b) Willfully destroying or damaging property;
- (c) Stealing property;
- (d) Creating any hazard on property to persons or things; or

(e) Throwing articles of any kind from or at a building or the climbing upon statues, fountains or any part of the building.

Conformity With Signs And Directions

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

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

Disturbances

102-74.390 *What is the policy concerning disturbances?*

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

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

Gambling

102-74.395 *What is the policy concerning gambling?*

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

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

NARCOTICS AND OTHER DRUGS

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

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

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

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

Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of

all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

Soliciting, Vending and Debt Collection

102-74.410 What is the policy concerning soliciting, vending and debt collection?

All persons entering in or on Federal property are prohibited from soliciting commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for:

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

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

(d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, recreational use under the Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 490(a)(16)). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part.

Posting And Distributing Materials

102-74.415 What is the policy for posting and distributing materials?

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

(a) Distributing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in 102-74.410, or when these displays are conducted as part of authorized Government activities.

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

Photographs For News, Advertising Or Commercial Purposes

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

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

(a) Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;

(b) Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and

(c) Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs And Other Animals

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

Except seeing eye dogs, other guide dogs and animals used to guide or assist handicapped persons, persons may not bring dogs or other animals on Federal property for other than official purposes.

Vehicular And Pedestrian Traffic

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

All vehicle drivers entering or while on Federal property:

- (a) Must drive in a careful and safe manner at all times;
- (b) Must comply with the signals and directions of Federal police officers or other authorized individuals;
- (c) Must comply with all posted traffic signs;
- (d) Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;
- (e) Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and
- (f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

102-74.435

Explosives

102-74.435 What is the policy concerning explosives on Federal property?

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

Weapons

102-74.440 What is the policy concerning weapons on Federal property?

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

Nondiscrimination

102-74.445 What is the policy concerning discrimination on Federal property?

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

Penalties

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

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

Impact On Other Laws Or Regulations

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

No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (section 205(c), 63 Stat. 390; U.S.C. 486 (c)).

SUBPART D-Occasional Use Of Public Buildings

102-74.460 What is the scope of this subpart?

This subpart establishes rules and regulations for the occasional use of public areas of public buildings for cultural, educational and recreational activities as provided by the Public Buildings Cooperative Use Act of 1976 (Pub. L. 94-541).

Application For Permit

102-74.465 Is a person or organizations that wishes to use a public area required to apply for a permit from a Federal agency?

Yes, any person or organization wishing to use a public area must file an application for a permit from the Federal agency buildings manager.

102-74.470 What information must persons or organizations submit so that Federal agencies may consider their application for a permit?

Applicants must submit the following information:

- (a) Their full names, mailing addresses and telephone numbers;
- (b) The organization sponsoring the proposed activity;
- (c) The individual(s) responsible for supervising the activity;
- (d) Documentation showing that the applicant has authority to represent the sponsoring organization; and
- (e) A description of the proposed activity, including the dates and times during which it is to be conducted and the number of persons to be involved.

**Department Of Homeland Security
Telephone Listing For National Capitol Region (NCR)**

Director's Office, Southeast Federal Center
Building 74, Suite 108, 3rd & M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-690-9632

Office Fax: 202-690-9108

Criminal Intelligence & Investigations Office, Southeast Federal Center
Building 74, Suite 116, 3rd M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-690-9315

Office Fax: 202-401-7676

Criminal Intelligence & Investigations' Crime Analysis and Records Management
Southeast Federal Center, Building 202, 3rd & M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-690-9103

Office Fax: 202-690-9281

Federal Triangle & Central District (Washington, DC)
Building 74, Suite 200, 3rd & M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-690-9159

Office Fax: 202-690-9627

Eastern District Headquarters (Maryland)
12200 Plum Orchard Road, Suite A
Silver Spring, MD 20904

Office Telephone: 301-572-1250

Office Fax: 301-572-1263

Western District Headquarters (Virginia)
6315 Bren Mar Drive, Suite 100
Alexandria, VA 22312

Office Telephone: 703-235-6100

Office Fax: 703-235-6023

Contract Section, Southeast Federal Center
Building 136, 3rd & M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-205-9560

Office Fax: 202-205-9527

Quality Assurance Section, Southeast Federal Center
Building 74, Suite 212, 3rd & M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-690-8923

Office Fax: 202-690-9627

Quality Assurance Section, Southeast Federal Center
Building 74, Suite 212 3rd & M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-690-8923

Office Fax: 202-690-9627

Suitability Section, Southeast Federal Center
Building 74, Suite 222, 3rd & M Street, SE
Washington Navy Yard, Washington, DC 20407

Office Telephone: 202-690-8809

Office Fax: 202-690-9043

FPS Mega Center, Suitland, MD
Emergency Telephone: 202-708-1111
Non-Emergency Telephone: 301-763-0040

PART I
SECTION D
PACKING AND MARKING

SECTION D - PACKING AND MARKING

D-1 Payment of Postage, Shipping, and Handling Fees

All costs related to the Contractor's submission of information, including forms, reports, files, correspondence, invoices, payrolls, etc., to DHS FPS shall be paid by the Contractor. These costs must be factored into the offering prices, as they will not otherwise be compensated by the Government after Contract award.

D-2 Marking

All information submitted to the CO or the COR shall indicate clearly the Contract number **GS11P04MPC0037** under which the information is being submitted.

PART I
SECTION E
INSPECTION AND ACCEPTANCE

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:

**Claire J. Cashwell
Federal Protective Service
Department of Homeland Security
First and Tingley Street SE
Bldg 136
Washington, DC 20407
202- [REDACTED] b2Low**

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 Representative (COR)

1. The COR for this contract is:

To Be Determined

2. The COR is designated to assist the CO in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the Contract work. The responsibilities of the COR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this Contract; acting as the Government's representative in charge of work at the site(s); ensuring compliance with the Contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

3. After Contract award, the CO will issue a written Delegation of Authority memorandum to the COR that details the scope of duties the COR is authorized to perform and manage. The COR cannot make any decisions regarding the performance of the contract except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.
4. The Contractor shall immediately notify the CO in the event the COR directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of the COR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

E-1.3 Contracting Officer's Technical Representative (COTR)/Agency Technical Representative (ATR)

1. The COTR is: **Mr. Joseph James**
Federal Protective Service
Department of Homeland Security
First and Tingley Street SE
Building 74, Room 222
Washington, DC 20407
(202) b2Low

The ATR is: **Mr. Rick Whitlock**
4205 Suitland Road
Suitland, MD
(301) b2Low

2. The COTR is designated to assist the CO and COR 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), a Quality Assurance Specialist, or a Protection Specialist (PS). The COTR is a DHS FPS employee. The responsibilities of the COTR include, but are not limited to:
 - A. Determining the adequacy of performance by the Contract employees in accordance with the terms and conditions of this Contract;
 - B. Performing surveillance of the Contract employees while they are on duty;
 - C. 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;

- D. Acting as the Government's representative in charge of work at the site;
 - E. Ensuring compliance with Contract requirements insofar as the guards' duties and behavior are concerned; and
 - F. Advising the Contractor, CO, and COR of nonperformance or unsatisfactory performance.
3. 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 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.
4. 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 Quality Assurance Specialists (QAS)

1. The QAS are subordinates of the COR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the QAS include, but are not limited to:
- A. Inspecting the work to ensure compliance with the contract requirements;
 - B. Documenting through written inspection reports the results of all inspections conducted;
 - C. Following through to ensure that all defects or omissions are corrected;
 - D. Identifying to the CO and COR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;
 - E. Conferring with representatives of the Contractor regarding any problems encountered in the performance of the work; and generally assisting the COR in carrying out his/her responsibilities.
2. After Contract award, the CO will issue a written memorandum to the QAS that details the scope of duties they are authorized to perform. **The QAS 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 Contract Inspectors.

3. The Contractor shall immediately notify the CO in the event the QAS 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

1. **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.**
2. **People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to DHS FPS. DHS FPS will follow up as is appropriate with each such report. If appropriate, DHS FPS will then advise the Contractor of the commendations or complaints received.**
3. **DHS FPS works in partnership with client Federal agencies who reimburse DHS FPS for contracted services. The staff and management of these Federal agencies will be supplementing DHS FPS's own inspection and monitoring program with formal and informal observations and reports.**
4. **DHS 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 GSA'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 unduly 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 with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (2) terminate the contract for default.

PART I
SECTION F
DELIVERIES AND PERFORMANCE

I-F

SECTION F - DELIVERIES OR PERFORMANCE

F-1. Place of Performance

The services to be provided under this contract shall be accomplished at:

**The Washington National Record Center, 4205 Suitland Road, Suitland,
Maryland - (MD0056AG)**

F-2. Term of Contract

1. After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a twelve month period, subject to the availability of funds, **(see the Clause 552.232-77, Availability of Funds (July 1984), Referenced in the Supplemental Contract Clauses - Part II, Section I)**, commencing on the date specified in the notice to proceed. **Work under this contract is expected to commence on or about 0001 hours, March 1, 2005.**
2. The actual dates and times of performance of required services shall be specified by the Government. The Contractor shall perform the required services in complete compliance with the task order(s) issued by the Government.

F-3. Option to Extend the Term of the Contract

1. The Government shall have the unilateral option of extending the term of this contract for four (4) consecutive additional periods of twelve (12) months each **(see Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (Mar 1989), in the Supplemental Contract Clauses - Part II, Section I)**. The same terms and conditions contained in this contract shall apply to the option period, if exercised. The option shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least 30 calendar days prior to the expiration of the contract. The total duration of this contract, including the exercise of any options, shall not exceed 5 years.
2. Options will be exercised at the Government's prerogative. There is **not** a contractual right on the part of the Contractor to receive any options available for award if the Government does not choose to exercise them. If the Government exercises the option(s) within the prescribed time frame, the Contractor shall be bound to perform the services for the option period or be subject to the default provisions of this contract.

PART I
SECTION G
CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Payment (General)

1. Payment for task orders with recurring services will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. **See the payment clauses referenced in the Supplemental Contract Clauses - Part II, Section I.** In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.
2. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this Contract. The Criteria for Deductions (Figure G-1) will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work, and supplements the Inspection of Services Clause in Part I, Section E of this contract.
3. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the task order(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed. **Submission of false invoices shall be subject to contractual and legal actions.**
4. To verify the monthly payment for productive manhours, the CO's designated representative will compare the manhours required in each task order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction in accordance with GSAM 552.232-71 (paragraph G-3 below). For example, if the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

5. Any inquiries regarding payment shall be directed to the following:

**Federal Protective Service)
Immigrations and Customs Enforcement
Department of Homeland Security
3rd & M Street SE
Southeast Federal Center
Building 136
Washington, DC 20528**

G-2 Submission of Invoices

1. **Base/Recurring Services.** Invoices shall be submitted on the first of each month to:

**Federal Protective Service
Immigrations and Customs Enforcement
Department of Homeland Security
3rd & M Streets SE
Southeast Federal Center
Building 136
Washington, DC 20528**

Additionally, a copy of the invoice shall be submitted to the CO at the following address:

**Federal Protective Service
Department of Homeland Security
3rd and M Sts, SE
Bldg 136
Washington, DC 20528**

2. **Additional/Emergency Services (TAS/SAS):** Each invoice for additional services shall be submitted to the address below.

All invoices submitted for TAS/SAS shall reference the following information:

- A. The Contract number.
- B. The purchase order number indicated in Block #4 on the Optional Form 347.
- C. The name of the facility where services were provided.
- D. The dates and number of productive and supervisory hours worked, including the rates authorized for each.

- E. The name of the DHS FPS Representative who authorized the additional hours of work.
- F. For Purchase Orders over \$2,500.00, invoices for TAS/SAS shall be sent to:

**General Services Administration
Region 7
Finance Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

(Unless specified otherwise in Block #24 on the GSA Form 300).

For Purchase Orders below \$2,500.00, invoices shall be sent to:

**Federal Protective Service
Department of Homeland Security
3rd and M Sts, SE
Bldg 136
Washington, DC 20407**

G-3 GSAM 552.232-71, Adjusting Payments (Sep 1999).

- (a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.
- (b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.
- (c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

(End of clause)

G-4 GSAM 552.232-72. Final Payments (Sep 1999)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

G-5. Application of Criteria for Deductions

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

G-5.1 Deduction for Failure to Provide Operable Vehicle

In the event the Contractor fails to provide vehicle(s) or the vehicle(s) provided is inoperable for any period of time, the Government shall deduct an equitable price from the contract, based on the estimated annual costs to the Contractor to provide the vehicle(s). The Contractor shall be responsible for furnishing vehicle operation costs to the CO upon the CO's request.

G-5.2 Deduction for Failure to Provide Equipment, Materials, and Uniforms

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

G-5.3 Deduction for Failure of Guards to Attend Scheduled Government Training

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

G-5.4 Deductions for Deficient Equipment, Uniforms, Appearance, etc.

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

IMPORTANT NOTE: The *average* hourly cost for an FPS employee to man a guard post is \$30.00. In no instance shall the Government deduct *less* than the Contractor's Section B hourly rate for productive guard services or deduct *more* than \$50.00 per hour for the productive services.

G-5.5 Deductions for Loss, Damage, Destruction, or Unauthorized Use of Government Property

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

G-5.6 CRITERIA FOR DEDUCTIONS

1. Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions.

2. The deduction rate for failure to provide required level of service shall be established as the hourly Contract rate. The hourly Contract rate will be the same hourly rate contained in Section B of the subject Contract.

DEFICIENCY

DEDUCTION

- | | |
|---|---|
| 1. Unarmed guard working on or at an armed post | 100% of the Productive hourly rate for each hour employee works |
| 2. Guard working without valid FPS Certification or Suitability Clearance | 100% of the Productive hourly rate for each hour employee works |
| 3. Failure to provide required relief breaks | Productive hourly rate, pro-rated for amount of relief not provided |
| 4. Backfill required by FPS personnel | No less than 100% of the Productive hourly rate and no more than \$50.00 per hour of FPS provided services (average \$30.00 per hour) |
| 5. Failure to provide uniforms or equipment | Based on actual cost of purchase, lease, or rental pro-rated for time period in question |
| 6. Failure to provide vehicle performance | Based on pro-rated share of Contractor's actual costs |
| 7. Loss, Damage, Destruction, or Unauthorized Use of Government Property | Actual cost to replace, repair, or "make whole" the affected property. |

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Permits, Licenses, and Adherence to Laws

1. In performance of work under this Contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, County, Parish, and Municipal laws and regulations associated with licensing and permit issuance. 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 Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and again within 15 days after each option period exercised by the Government. The costs associated with this requirement must be factored into the Contractor's hourly offering prices, as they will not otherwise be paid by the Government.
2. The Contractor will perform services at **The Washinton National Records Center, Suitland, Maryland**. The Contractor must possess ALL licenses required to perform services at **4205 Suitland Road, Suitland, Maryland**.
3. **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 state, county, and municipal requirements, whether listed here or not.**
4. The Contractor will be found non-responsible if they do not possess the required license(s) or do not demonstrate the ability to obtain such licenses prior to the Contract start date identified in Section F-2.
5. Failure by the Contractor to maintain valid licenses and permits may 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, municipality, 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.

6. 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 reimbursed by the Contractor.**

H-2 Contract Guard Certification

1. Prior to working under the Contract, every guard, productive and supervisory, must possess a valid GSA certification card (GSA Form 3527). The GSA certification card is evidence that the guard has: received a favorable adjudication from DHS FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a DHS FPS Contract security guard.
2. The Contractor should follow the procedures listed below to obtain a GSA certification card for each Contract employee:
 - A. 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 psychological/reliability examinations and drug testing);
 - B. Submit the suitability package to the DHS FPS COR (see Section C-11) and await the results of the adjudication. This process will take approximately one (1) month 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.
 - C. Schedule required Government-provided training and testing/qualifying with the DHS FPS office and schedule/conduct all other Contractor-provided training requirements;²

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

D. After the Contractor receives the suitability adjudication results and the employee completes the training and passes the required examination(s), the Contractor shall submit the following information to the DHS FPS COR for a GSA certification card:

- (1) 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)
 - (2) Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - (3) One GSA Form 3527, Contract Guard Qualification Certificate. The guard's name, social security number, and company name must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - (4) Armed guards must submit a signed and dated "Domestic Violence" certification that states have 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. This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms requalification.
3. DHS/FPS will type the date of issuance, qualifications, and expiration on the GSA Form 3527, and laminate the completed form. The card will then be issued to the Contractor.

No guard or supervisor shall be permitted to work under this Contract without a valid certification card.

4. 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 GSA certification card, but a valid CPR/First Aid card and, when required, a valid firearms permit.
5. **The Certification card will be valid for 5 years from the date of final adjudication.**

6. The Contractor must return to DHS FPS employee's certification card within **five (5)** work days of either 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 DHS FPS all blank cards and all completed cards for guards who will not continue to work under DHS FPS Contracts. Possession of a GSA certification card **does not** waive any other Contract requirement.
7. The certification card shall be worn on the outermost garment of the guard's uniform.
8. **IMPORTANT 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.
9. **The CO shall have the express authority to demand return of the GSA 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 he/she comes into full compliance with all qualification/certification criteria.**

H-3 Identification/Building Pass

When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, the tenant agency will provide 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.

H-4 Standards of Conduct

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. The Contractor is also responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized by this Contract and the post orders.
3. 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 COR have the authority to request the retraining, suspension, or removal of any Contract employee who does not meet and adhere to the standards of conduct as required in this Contract and the CGIM.

H-5 Removal from Duty

1. The Government may request the Contractor to immediately remove any employee from the work site should it be determined that the employee has been disqualified for either 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 types of misconduct or delinquency as set forth below:
 - A. Violations of the Rules and Regulations governing Public Buildings and Grounds, 41 CFR 101.20.3.
 - B. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the worksite(s).
 - C. 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.
 - D. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities which interfere with the normal and efficient operations of the Government.
 - E. Theft, vandalism, immoral conduct, or any criminal actions.
 - F. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects; failure to pass drug screening test.
 - G. Improper use of official authority or credentials.
 - H. Unauthorized use of communications equipment or Government property.

- I. Misuse of weapon(s).
 - J. Violation of security procedures or regulations.
 - K. Unauthorized post abandonment.
 - L. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
2. The CO will make all determinations regarding the removal of any employee from the work site. 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.

H-6 Contract Employee Reinstatements

1. When an action is taken by the Government that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
2. If the CO made the initial decision, the appeal will be reviewed by a senior manager within the regional FPS office or by the FPS Technology and Security Branch staff in Washington, DC. 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.
3. 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.
4. While the appeal is being considered, the Contractor **shall not** permit the employee work under this Contract.

H-7 Contractor's Personnel Filing System

1. To minimize duplication of effort by the Government and the Contractor, the Contractor shall maintain personnel files for all employees who work under this Contract. Files shall be maintained either at the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
 - A. Application for employment, including resume or detailed prior work history and references;
 - B. Results of all criminal history checks obtained by the Contractor both prior to and after hiring;

- C. Copy of high school diploma, GED certificate, college transcripts, military record, or POST training completion;
- D. Record of all basic and refresher training attendance and, where required, test scores;*
- E. Record of all firearms training and qualification scores, where required by the Contract;*
- F. Record of all Government-provided training completed;*
- G. Copy of most recent CPR card and First Aid certification card;
- H. Copy of most recent Medical Evaluation (SF 78);
- I. Results of all drug screenings administered (both pre- and post- employment);
- J. Copy of psychological evaluation/reliability exam results (where legally permitted) or signed letter indicating such exams are illegal in the State/County/Parish/Municipality of the Contractor's office;
- K. Record of guard's suitability information (including date current suitability expires);*
- L. Copy of all disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
- M. Copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
- N. Copy of any clearance issued, where required by this Contract (i.e., Secret/Top Secret)

* Although the Government will maintain records for this item, the Contractor shall also maintain this information. This is required in the event that there is a catastrophic destruction of records at the Government's facility which would require recreation of guards' files.

2. 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.
3. The CO, COR, COTR, or DHS FPS employees designated by the CO shall have the express authority to review **any** Contract employee's file at **any time** during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
4. The CO or COR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) which clearly details the status of all the Contract requirements for all Contract employees.

5. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
6. **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 an investigation 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 falsification of required documents be tolerated by the Government.**

H-8 Initial Contract Transition

1. 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.
2. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the Contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor **may not** interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
3. The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor Contract as soon as is feasible after Contract award. The Service Contract Act does not require the predecessor Contractor to provide this information earlier than 10 days prior to the predecessor Contract ending date; however, the Government will request cooperation by the predecessor Contractor to provide this information upon award of this Contract.

H-9 Phase-Out of Contract and Continuity of Services

1. The Contractor must recognize that services under this Contract are vital to the Government and must be continued without interruption. Upon Contract expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request that the Contractor provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.
2. 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.
3. 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.

PART II - SECTION I
CONTRACT CLAUSES AND GENERAL PROVISIONS

SERVICE CONTRACT ACT OF 1965, AS AMENDED

AND

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

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

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

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

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

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

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

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

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees authorized representatives or the employees themselves together with the agency

recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

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

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

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

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

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

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

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

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

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

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing

obligation unless the limitation of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arms length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arms length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

- (i) For each employee subject to the Act -
 - (A) Name and address and social security number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a

month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

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

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

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

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

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

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| Employee Class | Monetary Wage - Fringe Benefits |
|-------------------|---------------------------------|
| "SEE PAGE II-I-5" | |
| | |
| | |
| | |
| | |

STATEMENT OF WAGE RATES AND FRINGE BENEFITS

COMPARABLE RATES: [Reference Paragraph (1) of GSA Form 2166]

The Service Contract Act, as amended, requires the contracting agency to state the comparable rates which employees would be paid if employed by the Government. These rates are for information only, and do not control the rates to be paid under the contract. The following classes of service employees expected to be employed under the contract would, if employed by the DHS/FPS, be paid not less than the following:

| RATE EMPLOYEE CLASS | HOURLY MONETARY WAGE | % OF BASIC HOURLY AS FRINGE BENEFITS | |
|--------------------------------|---------------------------------|---|-------|
| Guard II (Supervisory) | \$16.76 | Retirement | 29.5% |
| Guard II (Productive) | \$14.89 | Health Insurance | 3.5% |
| | | Life Insurance | .5% |

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

PAID HOLIDAYS PROVIDED BY LAW:

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

VACATIONS OR PAID LEAVE AS PROVIDED BY LAW:

- (1) Two (2) weeks paid vacation after 1 year of service with a contractor or successor.
- (2) Three (3) weeks paid vacation after 5 years of service with a contractor or successor.
- (3) Four (4) weeks paid vacation after 15 years of service with a contractor or successor.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in performance of similar work at the same Federal facility. (Reg 29 CFR 4.173)

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Invitation for Bids/Request for Proposals must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination Number 04-0059 (Rev. 1) dated February 26, 2004. These determinations were issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR Part 4. Service Contract Act Minimum Wages and Fringe Benefits (May 1989).

**FAR 52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of Clause)

1. Federal Acquisition Regulation (48 CFR Chapter 1) Supplemental Contract Clauses are those clauses preceded by 52...
2. General Services Administration Acquisition Regulation (48 CFR Chapter 5) Supplemental Contract Clauses are those clauses preceded by 552...

This solicitation incorporates the following solicitation provisions and/or contract clauses by references, with the same force and effect as if they were included in full text. Upon request, the Contracting Officer will make them available.

| <u>CATEGORY</u> | <u>48 CFR REF.</u> | <u>APPLICABLE CLAUSE TITLE</u> |
|-----------------|-----------------------|---|
| GENERAL | 52.202-1 | Definitions (Dec 2001) |
| | 552.203-70 | Restriction on Advertising (DEC 1990) |
| | 52.214-29 | Order of Precedence (JAN 1986) |
| | 52.233-3 | Protest After Award (AUG 1996) |
| | 52.252-2 | Clauses Incorporated by Reference (FEB 1998) |
| | 52.252-6 552-252-6 | Authorized Deviations or Variations in Clauses (APR 1984) (JUL 1985) (Deviation FAR 52.252-6) |

| <u>CATEGORY</u> | <u>48 CFR REF.</u> | <u>APPLICABLE CLAUSE TITLE</u> |
|----------------------|--------------------|---|
| GENERAL | 52.253-1 | Computer Generated Forms (JAN 1991) |
| STANDARDS OF CONDUCT | 52.203-1 | RESERVED |
| | 52.203-3 | Gratuities (APR 1984) |
| | 52.203-5 | Covenant Against Contingent Fees (APR 1984) |
| | 52.203-7 | Anti-Kickback Procedures (JUL 95) |
| | 52.203-8 | Cancellation , Rescission , and Recovery of Funds for Illegal or Improper Activity (JAN 1997) |
| | 52.203-9 | RESERVED |
| | 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (JUN 2003) - Deviation |
| BUY AMERICAN | 52.225-3 | Buy American Act - Supplies (JAN 1997) |
| ENVIRONMENTAL | 52.223-2 | Reserved |
| | 52.223-5 | Pollution Prevention & Right-to-Know Information (AUG 2003) |
| LABOR STANDARDS | 52.223-6 | Drug-Free Workplace (MAY 2001) |
| | 52.222-1 | Notice to the Government of Labor Disputes (FEB 1997) |
| | 52.222-3 | Convict Labor (JUN 2003) |
| | 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) |

| <u>CATEGORY</u> | <u>48 CFR REF.</u> | <u>APPLICABLE CLAUSE TITLE</u> |
|-----------------|--------------------|---|
| | 52.222-26 | Equal Opportunity (APR 2002) |
| | 52.222-35 | Affirmative Action for Special Disabled and Vietnam Era Veterans (DEC 2001) |
| | 52.222-37 | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) |
| | 52.222-36 | Affirmative Action for Handicapped Workers (JUN 1998) |
| SUBCONTRACTING | 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) |
| | 52.219-8 | Utilization of Small, Small Disadvantaged and Women -Owned Small Business Concerns (MAY 2004) |
| | 52.219-9 | Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 2002) |
| | 52.219-16 | Liquidated Damages - Small Business Subcontracting plans (JAN 1999) |
| | 52.219-13 | RESERVED |
| | 52.220-3 | RESERVED |

| <u>CATEGORY</u> | <u>48 CFR REF.</u> | <u>APPLICABLE CLAUSE TITLE</u> |
|-----------------|--------------------|--|
| SUBCONTRACTING | 52.220-4 | RESERVED |
| TAXES | 52.229-3 | Federal, State, and Local Taxes (APR 2003) |
| | 52.229-5 | RESERVED |
| PERFORMANCE | 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation (APR 1984) |
| PAYMENTS | 52.232-8 | Discounts for Prompt Payment (FEB 2002) |
| | 52.232-11 | Extras (APR 1984) |
| | 52.232-17 | Interest (JUN 1996) |
| | 52.232-23 | Assignment of Claims (JAN 1986) |
| | 52.232-25 | Prompt Payment (OCT 2003) |
| AUDITS | 52.215-4 | RESERVED |
| | 552.215-70 | Examination of Records by GSA (FEB 1996) |
| ADJUSTMENTS | 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) |
| | 552.243-70 | Pricing of Adjustments (APR 1989) |
| DISPUTES | 52.233-1 | Disputes (JUL 2002) |
| | 552.233-70 | Disputes (Utility Contract) (APR 1984) |

1. The following provision(s) and Clause(s) are included in Full Text:

A. GSAM 552.252-5 Authorized Deviations in Provisions. (Deviation FAR 52.252-5) (SEP 1999)

(a) Deviations to FAR provisions.

- (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "DEVIATION" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
 - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.
- (b) Deviations to GSAM provisions. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of provision)

B. GSAM 552.252-6 Authorized Deviations in Clauses. (Deviation FAR 52.252-6) (SEP 1999)

(a) Deviations to FAR provisions.

- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

- (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

52.219-11 Special 8(a) Contract Conditions (Feb 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the **Department of Homeland Security**, the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the **Department of Homeland Security** shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the **Department of Homeland Security**

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the **Department of Homeland Security** Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-12 Special 8(a) Subcontract Conditions. (Feb 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. _____ with the **Department of Homeland Security**, to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The _____ [*insert name of subcontractor*], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

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(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. _____ for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Department of Homeland Security with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Department of Homeland Security.

(4) That it will notify the Department of Homeland Security Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of Homeland Security.

(End of clause)

52.219-14 Limitations on Subcontracting (Dec 1996)

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

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

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

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

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

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

52.219-17 Section 8(a) Award (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Department of Homeland Security, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Department of Homeland Security, Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of Homeland Security.

(End of clause)

52.219-18 Notification Of Competition Limited Eligible 8(A) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

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(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____, [Contractor] will notify the Department of Homeland Security, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS
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The following supplemental clauses apply to this contract when marked as being Incorporated by Reference (IBR) or by Full Text (FT) on the checklist below. Clauses that are not applicable (N/A) are so marked. Clauses incorporated in full text are given immediately after the index of supplemental clauses.

| CATEGORY | 48 CFR | | IBR | FT | N/A |
|-----------|------------|--|-----|-----|-----|
| | REFERENCE | CLAUSE TITLE | | | |
| Bonds | 52.228-1 | Bid Guarantee (SEPT 96) | () | () | (X) |
| | 552.228-71 | Bid Guarantee (MAY 89) | () | () | (X) |
| | 552.228-72 | Performance Bond (FEB 90) | () | () | (X) |
| | 552.228-73 | Performance & Payment Bond (FEB 90) | () | () | (X) |
| | 52.228-2 | Additional Bond Security (OCT 97) | (X) | () | () |
| | 52.228-11 | Pledge of Assets (FEB 92) | (X) | () | () |
| Insurance | 52.228-5 | Insurance-Work on a Government Installation (JAN 97) | (X) | () | () |
| | 52.246-25 | Limitation of Liability - Services (FEB 97) | (X) | () | () |
| | 552.228-75 | Workmen's Compensation Laws (APR 84) | (X) | () | () |
| | 52.237-7 | Indemnification & Medical Liability Insurance (JAN 97) | () | () | (X) |
| Payment | 52.232-1 | Payments (APR 84) | (X) | () | () |
| | 552.232-70 | Payments by Electronic Funds Transfer (APR 89) | (X) | () | () |
| | 52.232-33 | Electronic Funds Transfer (OCT 03) | (X) | () | () |
| | 552.232-72 | Invoice Requirements (APR 89) | () | (X) | () |
| | 52.232-12 | Advance Payments (MAY 01) | () | () | (X) |
| | 52.232-24 | Prohibition of Assignment of Claims (JAN 86) | () | () | (X) |

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| CATEGORY | 48 CFR REFERENCE | CLAUSE TITLE | IBR | FT | N/A |
|------------------------|-----------------------------|--|------------|-----------|------------|
| Employees | 552.237-71 | Qualifications of Employees (May 89) | (X) | () | () |
| Changes | 52.243-1 | Changes - Fixed Price, Alternate I (AUG 87) | (X) | () | () |
| Termination | 52.249-4 | Termination for the Convenience of the Government (Services)(Short Form) (APR 1984) | (X) | () | () |
| | 52.249-8 | Default (Fixed-Price Supply and Service) (APR 84) | (X) | () | () |
| Appropriations | 52.232-18 | Availability of Funds (APR 84) | (X) | () | () |
| | 552.232-77 | Availability of Funds (JUL 84) | (X) | () | () |
| | 52.232-19 | Availability of Funds for the Next Fiscal Year (APR 84) | () | () | (X) |
| 8(a) | 52.219-11 | Special 8(a) Contract Conditions (FEB 90) | () | (X) | () |
| | 52.219-12 | Special 8(a) Subcontract Conditions (FEB 90) | () | (X) | () |
| | 52.219-17 | Section 8(a) Award (DEC 96) | () | (X) | () |
| | 52.219-18 | Notification of Competition Limited to Eligible 8(a) Concerns (JUN 03) | () | (X) | () |
| | 52.219-6 | Notice of Small Business Set-Aside (JUN 03) | () | (X) | () |
| | 52.219-14 | Limitations on Subcontracting (DEC 96) | () | (X) | () |
| Hazardous Materials | 52.223-3 | Hazardous Material Identification & Material Safety Data (JAN 97) | () | () | (X) |

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| CATEGORY | 48 CFR REFERENCE | CLAUSE TITLE | IBR | FT | N/A |
|-------------------------------------|-----------------------------|---|------------|-----------|------------|
| Security | 52.204-2 | Security Requirements (AUG 96) | (X) | () | () |
| Government Furnished Property | 52.245-4 | Government Furnished Property (Short Form) (JUN 03) | () | () | (X) |
| Audits | 52.215-2 | Audit & Records - Negotiation (JUN 99) | (X) | () | () |
| | 52.215-7 | Annual Representations and Certifications - Negotiation (OCT 97) | () | (X) | () |
| | 52.215-10 | Price Reduction for Defective Cost or Pricing Data (OCT 97) | (X) | () | () |
| | 52.215-11 | Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 97) | (X) | () | () |
| | 52.215-12 | Subcontractor Cost or Pricing Data (OCT 97) | (X) | () | () |
| | 52.215-13 | Subcontractor cost or Pricing Data - Modifications (OCT 97) | (X) | () | () |
| | 52.230-2 | Cost Accounting Standards (APR 98) | () | () | (X) |
| | 52.230-3 | Disclosure and Consistency of Cost Accounting Practices (APR 98) | () | () | (X) |
| | 52.230-6 | Administration of Cost Accounting Standards (NOV 99) | () | () | (X) |
| | 52.215-17 | Waiver of Facilities Capital Cost of Money (OCT 97) | () | () | (X) |

**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS
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(Continued)**

| CATEGORY | 48 CFR REFERENCE | CLAUSE TITLE | IBR | FT | N/A |
|-----------------------|-----------------------------|--|------------|-----------|------------|
| | 52.215-18 | Reversion or Adjustment of Plans for Post-Retirement Benefits Other Than Pensions (PRB) (OCT 97) | (X) | () | () |
| Options | 52.217-8 | Option to Extend - Services (NOV 99) | () | (X) | () |
| Options | 52.217-9 | Option to Extend the Term of the Contract (MAR 00) | () | (X) | () |
| | 52.222-43 | Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 89) | () | (X) | () |
| Foreign | 52.225-13 | Restrictions on Certain Foreign Purchases (DEC 03) | (X) | () | () |
| Bankruptcy | 52.242-13 | Bankruptcy (JUL 95) | (X) | () | () |
| Pricing | 52.215-14 | Integrity of Unit Pricing (OCT 97) | () | () | (X) |
| Value | 52.248-1 | Value Engineering (FEB 00) | (X) | () | () |
| Payments to Influence | 52.203-12 | Limitations on Payments to Influence Certain Federal Transactions (JUN 03) | (X) | () | () |
| Illegal Activity | 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 97) | (X) | () | () |
| Ordering | 52.216-18 | Ordering (OCT 95) | () | () | (X) |
| | 52.216-19 | Delivery-Order Limitations (OCT 95) | () | () | (X) |
| | 52.216-22 | Indefinite Quantity (OCT 95) | () | () | (X) |

**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS
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(Continued)**

| CATEGORY | 48 CFR REFERENCE | CLAUSE TITLE | IBR | FT | N/A |
|-----------------|-----------------------------|--------------------------------------|------------|-----------|------------|
| Warranty | 52.246-20 | Warranty of Services (MAY 01) | () | () | (X) |
| Stop Work | 52.242-15 | Stop Work Order (AUG 89) | () | () | (X) |
| | 52.242-17 | Government Delay of Work (APR 84) | () | () | (X) |

The following clauses are incorporated in Full Text:

GSAM 552.232-70 INVOICE REQUIREMENTS (SEP 1999).

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT NUMBER: 1B4N00719

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice: **NONE**

(End of clause)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the expiration of the period of performance.

(End of clause)

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

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

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

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

(End of clause)

FAR 52.219-6 Notice of Total Small Business Set-Aside (June 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989)

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

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

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

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

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

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

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

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

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

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

(End of Clause)

FAR 52.228-5 Insurance-Work on a Government Installation (Jan 1997)

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

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

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

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

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

(End of clause)

FAR 52.230-2 Cost Accounting Standards (Apr 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-

(1) *(CAS-covered Contracts Only)* By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of

any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

FAR 52.232-1 Payments. (Apr 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

FAR 52.232-18 Availability of Funds. (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the

Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

FAR 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration. (Oct 2003)

(a) *Method of payment.*

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

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

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

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

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

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

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

(e) *Liability for uncompleted or erroneous transfers.*

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

FAR 52.232-38 Submission of Electronic Funds Transfer Information with Offer. (May 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

FAR 52.246-25 Limitation of Liability-Services. (Feb 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that-

(1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

**FAR 52.249-4 Termination for Convenience of the Government (Services)
(Short Form). (Apr 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

FAR 52.249-8 Default (Fixed-Price Supply and Service). (Apr 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the

Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

**PART III
SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

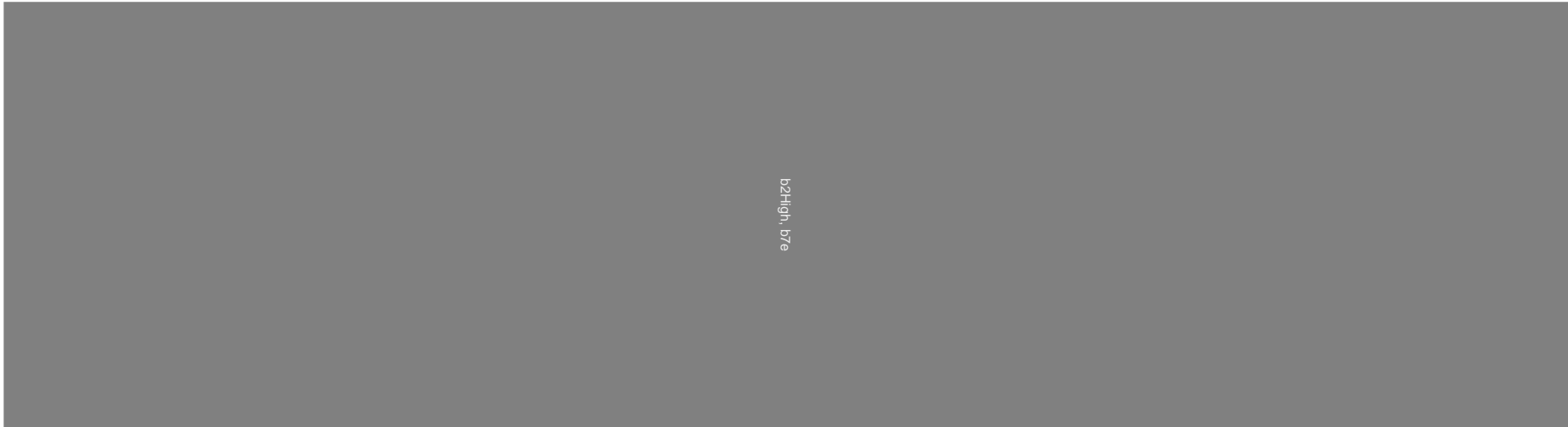
LIST OF EXHIBITS

| EXHIBIT | TITLE | PAGE(S) |
|----------------|--|----------------|
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| EXHIBIT 2 | Communication Equipment Requirements | |
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| EXHIBIT 4 | Training Subjects to be Presented to the Contract Guards by the Contractor | |
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| EXHIBIT 12 | Key Personnel Resume | |
| EXHIBIT 13 | Security Clearance Requirements | |

**PART III, SECTION J, EXHIBIT 1
PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION**

1. **PRODUCTIVE:** Washington National Record Center **LOCATION:** 4205 Suitland Road, Suitland, MD
EFFECTIVE DATES: 03/01/05 thru 02/28/06 **CLASS II GUARDS**

| <u>Post #</u> | <u>Location/Description</u> | <u>Time Of Day</u> | <u>Hours Per Day</u> | <u>Days Per Week</u> | <u>Relief Required (Yes or No)</u> | <u>Armed Post (Yes or No)</u> | <u>Security Classification</u> |
|---------------|-----------------------------|--------------------|----------------------|----------------------|------------------------------------|-------------------------------|--------------------------------|
|---------------|-----------------------------|--------------------|----------------------|----------------------|------------------------------------|-------------------------------|--------------------------------|



Building No.: MD0056AG
Total Productive Manhours: 10,667.50

NOTE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by contractor, the Contractor must provide a replacement guard for each employee on an authorized break. Patrol (rover) guards and supervisors must not be used for replacement.

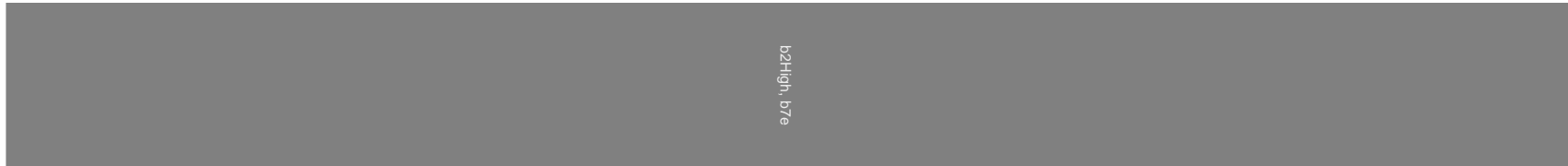
A separate NCR Form 139-R shall be used for the relief guard to sign on and off each post for all relief breaks.

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**PART III, SECTION J, EXHIBIT 1
SUPERVISION REQUIREMENTS INCLUDING POST HOURS AND LOCATION**

1. **SUPERVISION:** Washington National Record Center **LOCATION:** 4205 Suitland Road, Suitland, MD
EFFECTIVE DATES: 03/01/05 thru 02/28/06 **CLASS II GUARDS**

| <u>Post #</u> | <u>Location/ Description</u> | <u>Time Of Day</u> | <u>Hours Per Day</u> | <u>Days Per Week</u> | <u>Relief Required (Yes or No)</u> | <u>Armed Post (Yes or No)</u> | <u>Security Classification</u> |
|---------------|----------------------------------|------------------------|--------------------------|--------------------------|--|-----------------------------------|------------------------------------|
|---------------|----------------------------------|------------------------|--------------------------|--------------------------|--|-----------------------------------|------------------------------------|



Building No.: MD0056AG
Total Supervisory Manhours: 251

NOTE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by contract, the Contractor must provide a replacement guard for each employee on an authorized break. Patrol (rover) guards and supervisors must not be used for replacement.

A separate NCR Form 139-R shall be used for the relief guard to sign on and off each post for all relief breaks.

1B

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SECTION J, EXHIBIT 2

COMMUNICATION EQUIPMENT REQUIREMENTS

1. **Facilities:** Washington National Record Center, 4205 Suitland Road, Suitland, Maryland
2. **Equipment:** The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

| <u>Type of Equipment</u> | <u>Number(s)</u> |
|---|------------------|
| Radio, portable, handi-talkie, five (5) watts, with Helifex antenna | 4 |
| Charger, rapid rate, with legs | 2 |
| Charger, rapid rate, slim-line, desk top | 0 |
| Battery, rapid rate nickel-cadmium | 2 |
| Standard carrying case, slim-line size | 0 |
| Base Station | 1 |

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

SECTION J, EXHIBIT 3

PATROL VEHICLE REQUIREMENTS

1. Facility: Washington National Record Center, 4204 Suitland Road, Suitland, MD

2. Equipment: Contractor Furnished Vehicle(s) - N/A

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10 - 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The fire extinguishers shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks.

3. Vehicle Requirements:

| | <u>Vehicle No. 1</u> | <u>Vehicle No. 2</u> | <u>*Other</u> |
|---|--------------------------|--------------------------|---------------|
| Estimate(s) of hour(s) to be used daily | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| Number(s) of days per week | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| Estimated miles per day | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |

*4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows: **NONE**.

SECTION J, EXHIBIT 4

BASIC TRAINING SUBJECTS TO BE PRESENTED TO THE CONTRACT GUARDS BY THE CONTRACTOR

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

72 Hours³

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|---|---------------------|---|
| Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM) | 2 | Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels |
| Customer Oriented Protection | 2 | Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security (Note: GSA will provide the instructor with information on this program to assist in training) |
| Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM) | 2 | Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a Federal facility; |
| Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM) | 1 | Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement guards and the contract guards. |

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³ The Contractor must present 72 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 72 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

SECTION J, EXHIBIT 4, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|---|
| Ethics and Professionalism Part II: Interactive Training | 1 | Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable. |
| Principles of Communications Part I: Overview (CHAPTER TWO, CGIM) | 2 | Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness. |
| Principles of Communications Part II: Interactive Training | 1 | Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable. |
| Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM) | 1 | Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming. |
| Professional Public Relations Part II: Interactive Training | 1 | Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable. |

SECTION J, EXHIBIT 4, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM) | 1 | Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun. |
| Understanding Human Behavior, Part II: Interactive Training | 1 | Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable. |
| The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM) | 2 | Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority. |
| Crimes and Offenses (CHAPTER THREE, CGIM) | 1 | Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques. |
| Search and Seizure (CHAPTER THREE, CGIM) | 1 | Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk". |

SECTION J, EXHIBIT 4, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Arrest Authority and Procedures (CHAPTER THREE, CGIM) | 1 | Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved. |
| Use of Force (CHAPTER THREE, CGIM) | 1 | Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force. |
| Crime Scene Protection (CHAPTER THREE, CGIM) | 1 | Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene. |
| Rules of Evidence (CHAPTER THREE, CGIM) | 1 | Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence. |
| Contract Guard Administration (CHAPTER FOUR, CGIM) | 1 | Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book. |
| Post Duties (CHAPTER FOUR, CGIM) | 1 | Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post. |

SECTION J, EXHIBIT 4, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM) | 1 | Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards. |
| General Response Procedures (CHAPTER FOUR, CGIM) | 1 | Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol. |
| Access Control (CHAPTER FIVE, CGIM) | 2 | Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control. |
| Crime Detection, Assessment And Response (CHAPTER SIX, CGIM) | 2 | Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency. |
| Safety and Fire Prevention (CHAPTER SEVEN, CGIM) | 1 | Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment. |
| Records, Reports, & Forms (CHAPTER EIGHT, CGIM) | 3 | Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on a GSA contract. Emphasis on tips for effective report writing. |

SECTION J, EXHIBIT 4, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|---|--------------|--|
| Special Situations (CHAPTER NINE, CGIM) | 2 | Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons. |
| Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM) | 3 | Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided by an the American Red Cross instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.) |
| Flying the Flag (CHAPTER ELEVEN, CGIM) | 1 | Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag. |
| Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM) | 2 | Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment. |
| Workplace Violence (CHAPTER THIRTEEN, CGIM) | 2 | Instructor will discuss workplace violence; who commits violent acts and why; guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence. |
| Civil Disturbances (CHAPTER FOURTEEN, CGIM) | 2 | Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances. |

SECTION J, EXHIBIT 4, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|---|--------------|---|
| Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM) | 2 | Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents. |
| Hostage Situations (CHAPTER SIXTEEN, CGIM) | 2 | Lecture and practical applications to instruct guards on identifying and responding to hostage situations. |
| Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM) | 2 | Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and Prevention; then, response to incidents as they occur. |
| Defensive Tactics | 4 | Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons. |
| Use of Handcuffs | 4 | Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary. |
| Use of Expandable Baton | 8 | Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques. |
| Firearms Safety and Handling | 1 | (NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round. |

SECTION J, EXHIBIT 4, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|----------------------|--------------|--|
| Review & Examination | 2 | A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter. |

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE CGIM. FAILURE BY THE INSTRUCTOR TO USE THE CGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE CGIM AS A CORE COMPONENT OF THE TRAINING.

SECTION J, EXHIBIT 4A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Contract Employee's Name: _____ SSN: - -

I hereby certify that the above-named employee has completed basic training as listed below:

| <u>SUBJECT</u> | <u>DATE COMPLETED</u> | <u>NUMBER OF HOURS</u> |
|----------------|-----------------------|------------------------|
| BASIC TRAINING | _____ | _____ |

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

SECTION J, EXHIBIT 5

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

9 Hours

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Supervisor's Duties and Responsibilities | 2 | Instructor(s) will discuss the basic duties and responsibilities of a GSA Contract Guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required GSA forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment. |
| GSA Contract Requirements | 1 | Instructor(s) will review basic GSA Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and GSA officials involved in the administration and operation of GSA Contracts. An actual Contract will be discussed so that students will be familiar with all aspects of such Contracts to ensure proper performance by all employees and supervisors. |
| Methods and Theories of Supervision | 1 | Instructor(s) will discuss various management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor. |
| How to be an Effective Leader | 1 | Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates. |

SECTION J, EXHIBIT 5, Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

SECTION J, EXHIBIT 5A

CONTRACTOR'S CERTIFICATE OF SUPERVISORY TRAINING

Contract Employee's Name:

SSN: - -

I hereby certify that the above-named employee has completed supervisory training as listed below:

| <u>SUBJECT</u> | <u>DATE COMPLETED</u> | <u>NUMBER OF HOURS</u> |
|----------------------|-----------------------|------------------------|
| SUPERVISORY TRAINING | _____ | _____ |

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CERTIFICATION:

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CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

SECTION J, EXHIBIT 6

CONTRACTOR PROVIDED BI-ANNUAL RECERTIFICATION TRAINING TO BE PRESENTED TO ALL CONTRACT GUARDS

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

40 Hours

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|---|---------------------|--|
| Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM) | 1 | Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels |
| Customer Oriented Protection | 1 | Instructor(s) will discuss the concept of Customer Oriented Protection and the role contract guards play in this approach to security (Note: GSA will provide the instructor with information on this program to assist in training) |
| Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM) | 1 | Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a Federal facility; |
| Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM) | 1 | Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, Federal law enforcement guards, and the contract guards. |

¹ The Contractor must present 40 hours of re-certification training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

SECTION J, EXHIBIT 6, continued

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

SECTION J, EXHIBIT 6, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM) | .5 | Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun. |
| Understanding Human Behavior, Part II: Interactive Training | .5 | Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable. |
| The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM) | 1 | Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority. |
| Crimes and Offenses (CHAPTER THREE, CGIM) | .5 | Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques. |
| Search and Seizure (CHAPTER THREE, CGIM) | .5 | Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk". |

SECTION J, EXHIBIT 6, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Arrest Authority and Procedures (CHAPTER THREE, CGIM) | .5 | Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved. |
| Use of Force (CHAPTER THREE, CGIM) | 1 | Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force. |
| Crime Scene Protection (CHAPTER THREE, CGIM) | .5 | Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene. |
| Rules of Evidence (CHAPTER THREE, CGIM) | .5 | Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence. |
| Contract Guard Administration (CHAPTER FOUR, CGIM) | .5 | Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book. |
| Post Duties (CHAPTER FOUR, CGIM) | .5 | Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post |

SECTION J, EXHIBIT 6, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM) | .5 | Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards. |
| General Response Procedures (CHAPTER FOUR, CGIM) | .5 | Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol. |
| Access Control (CHAPTER FIVE, CGIM) | .5 | Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control. |
| Crime Detection, Assessment And Response (CHAPTER SIX, CGIM) | .5 | Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency. |
| Safety and Fire Prevention (CHAPTER SEVEN, CGIM) | .5 | Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment. |
| Records and Reports (CHAPTER EIGHT, CGIM) | .5 | Instructor will lecture on importance of properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on a GSA contract. Emphasis on tips for effective report writing. |

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SECTION J, EXHIBIT 6, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|---|---------------------|---|
| Special Situations (CHAPTER NINE, CGIM) | .5 | Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons. |
| Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM) | 1 | Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided by an American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.) |
| Flying the Flag (CHAPTER ELEVEN, CGIM) | .5 | Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag. |
| Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM) | .5 | Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment |
| Workplace Violence (CHAPTER THIRTEEN, CGIM) | 1 | Instructor will discuss workplace violence; who commits violent acts and why; guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence. |
| Civil Disturbances (CHAPTER FOURTEEN, CGIM) | 1 | Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances. |

SECTION J, EXHIBIT 6, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|---|--------------|--|
| Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM) | 1 | Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents. |
| Hostage Situations (CHAPTER SIXTEEN, CGIM) | .5 | Lecture and practical applications to instruct guards on identifying and responding to hostage situations. |
| Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM) | .5 | Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur. |
| Defensive Tactics | 2 | Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons. |
| Use of Handcuffs | 2 | Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary. |
| Use of Expandable Baton | 8 | Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques. |
| Firearms Safety, Handling | 1 | (NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide detailed instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round. |

SECTION J, EXHIBIT 6, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|----------------------|--------------|--|
| Review & Examination | 2 | A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter. |

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE CGIM. FAILURE BY THE INSTRUCTOR TO USE THE CGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE CGIM AS A CORE COMPONENT OF THE TRAINING.

SECTION J, EXHIBIT 6A

CONTRACTOR'S CERTIFICATION OF BI-ANNUAL RECERTIFICATION TRAINING

Contract Employee's Name:

SSN: - -

I hereby certify that the above-named employee has completed recertification training as listed below:

| <u>SUBJECT</u> | <u>DATE COMPLETED</u> | <u>NUMBER OF HOURS</u> |
|----------------|-----------------------|------------------------|
|----------------|-----------------------|------------------------|

| | | |
|---------------------------|-------|-------|
| RE-CERTIFICATION TRAINING | _____ | _____ |
|---------------------------|-------|-------|

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

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CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

SECTION J, EXHIBIT 7

TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT'S COR TO CONTRACT EMPLOYEES

8 Hours

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|---|---------------------|---|
| Rules and Regulations | 1 | Discuss GSA's jurisdiction within Federal property and the Rules and Regulations under which they are operated (CFR 41.101-20.3). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved. |
| Bomb Threats and Natural Disaster Responses | 2 | Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures. |
| Report Writing, Notes Required GSA Forms | 3 | Develop an understanding of the types, and requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis. |

SECTION J, EXHIBIT 7, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|------------------------------------|--------------|---|
| Telephone and Radio Communications | 1 | <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ol style="list-style-type: none"> a. GSA Form 3155, Preliminary Investigation; b. GSA Form 3157, Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. GSA Form 139, Arrival and Departures; g. NCR Form 139-R, Relief Guard Register h. GSA Form 239, Officer and Inspectors Register; i. GSA Form 435, Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties. <p>Instruction will prepare the Contract guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by the Law Enforcement Branch, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.</p> |

SECTION J, EXHIBIT 7, continued

| <u>Subject</u> | <u>Hours</u> | <u>Scope</u> |
|--|--------------|--|
| Role of Local, State and Federal Police Agencies | 1 | <p>The Contract guards will be instructed in their relationship (position to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of the Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.</p> <p>NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p> |

SECTION J, EXHIBIT 7A

CONTRACTOR'S CERTIFICATION OF GOVERNMENT-PROVIDED TRAINING

Contract Employee's Name:

SSN: . . .

I hereby certify that the above named employee has completed training as listed below:

| <u>SUBJECT</u> | <u>DATE COMPLETED</u> | <u>NUMBER OF HOURS</u> |
|----------------|-----------------------|------------------------|
|----------------|-----------------------|------------------------|

| | | |
|------------------------------|-------|----------|
| GOVERNMENT-PROVIDED TRAINING | _____ | <u>8</u> |
|------------------------------|-------|----------|

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CERTIFICATION:

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

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

SECTION J, EXHIBIT 8
 CONTRACTOR-PROVIDED FIREARMS TRAINING
 PRACTICAL PISTOL COURSE

| DISTANCE | STAGE | POSITION | MODE | ROUNDS | SHOTS | TIME | DESCRIPTION |
|----------|-------|---|------|--------|-------|----------|--|
| 3 Yds | 1 | Standing point shoulder reference sights (FI) Strong hand only | DA | 6 | 1 | 2 Sec. | One shot in 2 seconds, reholster after each shot (X6). |
| | 2 | Standing point shoulder reference sights (FI) Two handed | DA | 6 | 2 | 3/2 Sec. | Two shots in 3 seconds, come to combat ready position (weapon below eye level), bring weapon to eye level and fire two shots in 2 seconds (X2). |

| DISTANCE | STAGE | POSITION | MODE | ROUNDS | SHOTS | TIME | DESCRIPTION |
|----------|-------|---|------|-------------|-------|---------|---|
| 7 Yds | 1 | Standing two hands with sights (FI) | DA | 12 | 1 | 3 Sec. | One shot in 3 seconds, reholster after each shot (X5). |
| | | | | 1/RL-6/1 | | 20 sec. | One shot, unload, reload w/6 rounds in 20 seconds (15 seconds if speedloaders are used), transfer weapon to weak hand and fire one additional shot weak hand only. From aimed in position continue firing one shot in 3 seconds (X5). STANCE DOES NOT CHANGE. |
| | 2 | Standing two hands with sights (FI) | DA | 12 | 2 | 4 sec. | Two shots in 4 seconds, reholster after each pair (X2). |
| | | | | 2/RL-2(6)/2 | | 15 sec. | Two shots, unload, reload w/2 rounds (six rounds if speedloader is used), fire two more shots in 15 seconds. If pouch is used reload with four rounds. From aimed in position fire two shots in 4 seconds (X2). Strong hand only. |

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| DISTANCE | STAGE POSITION | MODE | ROUNDS | SHOTS | TIME | DESCRIPTION |
|----------|----------------|------|--------|-------|------|-------------|
|----------|----------------|------|--------|-------|------|-------------|

| | | | | | | |
|--------|---|---|----|----|---|---|
| 15 Yds | 1 | Right/Left side standing and kneeling Barricade | DA | 12 | 3 | 7 Sec. Draw and fire three shots in 7 seconds right side standing position. When target edges away, shooter position assumes right side kneeling position and remains aimed in on target. Target faces, shooter fires three shots. |
|--------|---|---|----|----|---|---|

Shooter unloads and reloads six rounds in kneeling position, utilizing cover. Shooter then moves to left side standing position.

Fire three shots in 25 seconds (20 seconds if speedloader is used). When target edges away, shooter assumes left side kneeling position and stays aimed in. Target faces and shooter fires three shots in 6 seconds.

NOTE: When shooter is aimed in on edged targets, the finger will be on the trigger. However, when moving to the different positions, the shooter's finger will be OFF the trigger.

| DISTANCE | STAGE POSITION | MODE | ROUNDS | SHOTS | TIME | DESCRIPTION |
|----------|----------------|------|--------|-------|------|-------------|
|----------|----------------|------|--------|-------|------|-------------|

| | | | | | | |
|--------|---|--|----|---|-------|--|
| 25 Yds | 1 | Right side standing barricade position | DA | 6 | 3/2/1 | 8/5/3 Sec. Draw and fire three shots in 8 seconds, remain aimed in on target. Target faces, shooter fires two shots in 5 seconds, remain aimed in on target. Target faces, shooter fires one shot in 3 seconds. |
|--------|---|--|----|---|-------|--|

RFP: GS11P04MPC0037

| DISTANCE | STAGE POSITION | MODE | ROUNDS | SHOTS TIME | DESCRIPTION |
|----------|----------------|--|--------|------------|--|
| 25 Yds | 2 | Left side standing barricade position | DA | 6 | 3/2/1 8/5/3 Sec. Repeat Sequence in Stage 2. |

NOTE: When shooter is aimed in on edged target, the finger will be ON the trigger.

COURSE NOTE: For the stages in which the shooter fires and then reholsters, the procedure will be as follows: Aimed in until the target edges away. The shooter will then look left, then right (using the eyes only, not the head), before reholstering the weapon.

MARKSMANSHIP RATINGS:

210 - 254 Marksman
255 - 284 Sharpshooter
285 - 299 Expert
300 Distinguished Expert

TOTAL ROUNDS 60
POSSIBLE SCORE 300
MINIMUM SCORE 210

SECTION J, EXHIBIT 8A

CONTRACTOR'S CERTIFICATION OF FIREARMS TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above named employee has completed training as listed below:

| <u>SUBJECT</u> | <u>DATE COMPLETED</u> | <u>NUMBER OF HOURS</u> |
|-------------------|-----------------------|------------------------|
| FIREARMS TRAINING | _____ | _____ |

ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

SECTION J, EXHIBIT 9

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

In addition to listing specific and other related information as shown below, attach a resume for each instructor. This format will be used for all training, initial/basic, firearms, refresher, and on-the-job.

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

TO BE GIVEN TO PERSON
EXAMINED WITH A PRE-
ADDRESSED "CONFIDENTIAL-MEDICAL" ENVELOPE.

UNITED STATES CIVIL SERVICE COMMISSION
CERTIFICATE OF MEDICAL EXAMINATION

Form Approved
Budget Bureau
No. 50-R0073

Part A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE (typewrite or print in ink)

| | | | |
|--|--------------------------------|---|------------------|
| 1. NAME (last, first, middle) | 2. SOCIAL SECURITY ACCOUNT NO. | 3. SEX <input checked="" type="checkbox"/> MALE <input type="checkbox"/> FEMALE | 4. DATE OF BIRTH |
| 5. DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT WHICH WOULD INTERFERE IN ANY WAY WITH THE FULL PERFORMANCE OF THE DUTIES SHOWN BELOW? <input type="checkbox"/> YES <input type="checkbox"/> NO (If your answer is YES, explain fully to the physician performing the examination) | | 6. I CERTIFY THAT ALL THE INFORMATION GIVEN BY ME IN CONNECTION WITH THIS EXAMINATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. <hr/> <i>(Signature of applicant)</i> | |

Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER

| | |
|---|--|
| 1. PURPOSE OF EXAMINATION <input type="checkbox"/> PREAPPOINTMENT <input type="checkbox"/> OTHER (Specify) | 2. POSITION TITLE |
| 3. BRIEF DESCRIPTION OF WHAT POSITION REQUIRES EMPLOYEE TO DO | |
| 4. Circle the number preceding each functional requirement and each environmental factor essential to the duties of this position. List any additional essential factors in the blank spaces. Also, if the position involves law enforcement, air traffic control, or fire fighting, attached the specific medical standards for the information of the examining physician. | |
| A. FUNCTIONAL REQUIREMENTS | |
| 1. Heavy lifting, 45 pounds and over 2. Moderate lifting, 15-44 pounds 3. Light lifting, under 15 pounds 4. Heavy carrying, 45 pounds and over 5. Moderate carrying, 15-44 pounds 6. Light carrying, 15-44 pounds 7. Straight pulling (hours) 8. Pulling hand over hand (hours) 9. Pushing (hours) 10. Reaching above shoulder 11. Use of fingers 12. Both hands required 13. Walking (hours) 14. Standing (hours) | 15. Crawling (hours) 16. Kneeling (hours) 17. Repeated bending (hours) 18. Climbing, legs only (hours) 19. Climbing, use of legs and arms 20. Both legs required 21. Operation of crane, truck, tractor, or motor vehicle 22. Ability for rapid mental and muscular coordination simultaneously 23. Ability to use and desirability of using firearms 24. Near vision correctable at 13" to 16" to Jaeger 1 to 4 |
| | 25. Far vision correctable in one eye to 20/20 and to 20/40 in the other 26. Far vision correctable in one eye to 20/50 and to 20/100 in the other 27. Specific visual requirement (specify) 28. Both eyes required 29. Depth perception 30. Ability to distinguish basic colors 31. Ability to distinguish shades of colors 32. Hearing (aid permitted) 33. Hearing without aid 34. Specif hearing requirements (specify) 35. Other (specify) |
| B. ENVIRONMENTAL FACTORS | |
| 1. Outside 2. Outside and inside 3. Excessive heat 4. Excessive cold 5. Excessive humidity 6. Excessive dampness or chilling 7. Dry atmospheric conditions 8. Excessive noise, intermittent 9. Constant noise 10. Dust | 11. Silica, asbestos, etc. 12. Fumes, smoke, or gases 13. Solvents (degreasing agents) 14. Grease and oils 15. Radiant energy 16. Electrical energy 17. Slippery or uneven walking surfaces 18. Working around machinery with moving parts 19. Working around moving objects or vehicles |
| | 20. Working on ladders or scaffolding 21. Working below ground 22. Unusual fatigue factors (specify) 23. Working with hands in water 24. Explosives 25. Vibration 26. Working closely with others 27. Working alone 28. Protracted or irregular hours of work 29. Other (specify) |

Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN

| | |
|---|--|
| 1. EXAMINING PHYSICIAN'S NAME (Type or print) | 3. SIGNATURE OF EXAMINING PHYSICIAN <hr/> <i>(Signature)</i> <i>(Date)</i> |
| 2. ADDRESS (Including ZIP Code) | IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you. |

78-110

STANDARD FORM NO. 78
OCTOBER 1969 (REVISION)
CIVIL SERVICE COMMISSION
FPM 239

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

1. HEIGHT: _____ FEET, _____ INCHES. WEIGHT: _____ POUNDS.

1. EYES: _____ 20 _____ 20 _____ 20 _____ 20

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

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

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

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

3. EARS: (Consider denominators indicated here as normal. Record as numerators the greatest distance heard.)
 Ordinary conversation:

RIGHT EAR _____ ; LEFT EAR _____
 20 ft. 20 ft.

Audiometer (if given):

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

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

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

l. Neurological and mental Health

Jaeger No. 2 Type

Conclusions: Summarize below any medical findings which, in your opinion, would limit this person's performance of the job duties and/or would make him a hazard to himself or others. If none, so indicate.

- No limiting conditions for this job
- Limiting conditions as follows

SECTION J, EXHIBIT 10A

Each Contract employee must attach the following list of potentially disqualifying factors to the SF 78 and present it to the physician conducting the medical examination. The physician shall document all instances where the Contract employee has a potentially disqualifying condition and shall document, for each instance noted, why the Contract employee is in his/her professional opinion qualified to work under the Contract.

Medical Standards

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 test 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 color blind.
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.
NOTE: The use of a hearing aid is not permitted and is disqualifying.
3. **Speech:** Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
4. **Extremities and Spine:** Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
5. **Respiratory System:** Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.

SECTION J, EXHIBIT 10A, continued

6. **Cardiovascular System:** The following conditions are disqualifying:
 - a. Organic heart disease (compensated or not);
 - b. Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
 - c. Symptomatic peripheral vascular disease and severe varicose veins
7. **Gastrointestinal Tract:** Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year is disqualifying.
8. **Genitourinary Tract:** Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.
9. Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
10. Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

Physical Demands

1. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:
 - A. Frequent and prolonged walking, standing, running, sitting, and stooping;
 - B. Subdue violent or potentially violent individuals.
2. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract upon the CO's request.

SECTION J, EXHIBIT 11

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS

Contract Employee's Name:

SSN: - -

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

| <u>SUBJECT</u> | <u>DATE COMPLETED</u> |
|---|-----------------------|
| RESUME/TRANSCRIPTS/DIPLOMA | _____ |
| SF 78 – CERTIFICATE OF MEDICAL EXAMINATION | _____ |
| PRE-EMPLOYMENT DRUG SCREENING | _____ |
| BASIC TRAINING COMPLETION CERTIFICATE | _____ |
| PASSING SCORE ON WRITTEN EXAMINATION | _____ |
| FIREARMS TRAINING CERTIFICATE (Armed Employee Only) | _____ |
| FIREARMS QUALIFICATION CERTIFICATE (Armed Employee Only) | _____ |
| GOVERNMENT PROVIDED TRAINING CERTIFICATE | _____ |
| RECERTIFICATION TRAINING CERTIFICATE | _____ |
| EXPANDABLE BATON TRAINING CERTIFICATE | _____ |
| MAGNETOMETER/X-RAY TRAINING CERTIFICATE (Where Applicable) | _____ |

SECTION J, EXHIBIT 11, Continued

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

**ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED
CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS
CAREFULLY BEFORE SIGNING THIS STATEMENT.**

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

This certification shall be completed and submitted to the COR with the Contract employee's suitability documentation (SF 176 and Fingerprint Cards) prior to the employee's initial performance under the contract and every two (2) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.

**SECTION J, EXHIBIT 12
KEY PERSONNEL RESUME**

This resume is pertinent to the experience and professional background of Contract security supervisory personnel. A Key Personnel Resume must be completed for each Supervisor or Manager who will have a direct performance relationship with guards assigned to perform the work requirements of this contract. A copy of each Supervisor's/Manager's Key Personnel Resume shall be provided to the COR.

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____ AGE: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

TIME IN CURRENT POSITION: (Yrs. Mos.) _____

ANNUAL SALARY: _____

RESPONSIBLE FOR THE WORK OF: _____ PERSONS

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

WORK EXPERIENCE: (Past 10 years in chronological order)

| <u>Date</u> | <u>To</u> | <u>Job</u> | <u>Company/Address</u> | <u>Reference</u> |
|-------------|-----------|------------|------------------------|------------------|
|-------------|-----------|------------|------------------------|------------------|

EDUCATION SUMMARY:

| <u>Name/Address</u> | <u>Dates Attended</u> | <u>Diploma or Certificate Issued</u> |
|---------------------|-----------------------|--------------------------------------|
|---------------------|-----------------------|--------------------------------------|

High School:

College/Specialized:

Trade-School(s):

PROVIDE A BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT. PLEASE USE THE REVERSE SIDE OR A SEPARATE SHEET OF PAPER.

**SECTION J, EXHIBIT 13
SECURITY CLEARANCE REQUIREMENTS**

| <u>FACILITY CLEARANCE</u> | <u>REQUIRED</u> | <u>NOT REQUIRED</u> |
|----------------------------------|-----------------|---------------------|
| A. Top Secret | _____ | _____X_____ |
| B. Final Secret | _____ | _____X_____ |
| C. GSA Suitability Determination | _____X_____ | _____ |

| <u>PERSONNEL CLEARANCE</u> | <u>REQUIRED</u> | <u>NOT REQUIRED</u> |
|--|-----------------|---------------------|
| A. Top Secret | _____ | _____X_____ |
| B. Final Secret | _____ | _____X_____ |
| C. Dept. of Energy - "Q" (Top Secret) | _____ | _____X_____ |
| D. Dept. of Energy - "L" (Secret) | _____ | _____X_____ |
| E. N.R.C - "Q" (Top Secret) | _____ | _____X_____ |
| F. N.R.C. - "L" (Secret) | _____ | _____X_____ |
| G. GSA Suitability Determination | _____X_____ | _____ |
| H. Other | _____ | _____X_____ |

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

PART IV

SECTION K

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

1. Remittance Address

When the Contractor wishes payments to be mailed to an address other than that indicated on the SF 26 - Solicitation, Offer and Award - he shall insert the proper remittance address in the space provided below:

Is the above address a Vendor Express Program Address (See Section L, Page IV-L-17)?

Yes No

2. FAR 52.214-16 Minimum Bid Acceptance Period (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of **120** calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:
_____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-

- (1) The acceptance period stated in paragraph (c) of this clause; or
- (2) Any longer acceptance period stated in paragraph (d) of this clause.

(End of provision)

**3. GSAM 552.237-72 Prohibition Regarding "Quasi-Military Armed Forces."
(SEP 1999)**

The Contractor must not, during the term of this contract, offer for hire "Quasi-Military Armed Forces" within the meaning of the court decision in United States ex. rel. Weinberger v. Equifax, 557 F. 2d 456 (5th Cir., 1977).

(End of clause)

4. FAR 52.219-1 Small Business Program Representations (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561612**.

(2) The small business size standard is **\$10.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;
and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

5. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program. (Oct 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror _____ is, _____ is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues

| | |
|-------------------|-----------------------------------|
| _____ 50 or fewer | _____ \$1 million or less |
| _____ 51 - 100 | _____ \$1,000,001 - \$2 million |
| _____ 101 - 250 | _____ \$2,000,001 - \$3.5 million |
| _____ 251 - 500 | _____ \$3,500,001 - \$5 million |
| _____ 501 - 750 | _____ \$5,000,001 - \$10 million |
| _____ 751 - 1,000 | _____ \$10,000,001 - \$17 million |
| _____ Over 1,000 | _____ Over \$17 million |

(End of provision)

6. FAR 52.204-2 Security Requirements. (Aug 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

7. FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means the corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701 (c) and reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the payment reporting requirements described in Federal Acquisitions Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701 ©(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN _____:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of foreign government;

Offeror is an agency or instrumentality of Federal, State, or local government;

(e) Type of organization

Sole proprietorship

Partnership

Corporate entity (not tax-exempt)

Corporate entity (tax-exempt)

Government entity (Federal, State, or local):

Foreign government

International organization per 26 CFR 1.6049-4

Other _____

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

NAME _____

TIN _____

(End of Provision)

**8. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance report, signed by prospective subcontractors, will be obtained before subcontract awards.

(End of provision)

9. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that --

(a) It has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor 41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

10. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this provision, mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities

provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity Clause of this contract.

(End of clause)

11. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**12. FAR 52.203-2 Certificate of Independent Price Determination.
(Apr 1985)**

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

13. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

FAR 52.204-7 Central Contractor Registration. (Oct 2003)

(a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and**
- (2) The Government has validated all mandatory data fields and has marked the record "Active".**

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

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification sufficient documentation to support the legally changed name.

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

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

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

(End of Clause)

Alternate I (Oct 2003). As prescribed in 4.1104, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b)(1) The Contractor shall be registered in the CCR database by _____ [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation "DUNS" or "DUNS =4" followed by the DUNS or DUNS =4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

**FAR 52.209-5 Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters (Dec 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its Principals-

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES
TO OFFERORS/BIDDERS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1. FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price with Economic Price Adjustment type of contract resulting from this solicitation.

(End of Provision)

L-2. Inspection of the Facility

Access to the buildings may be obtained for inspection purposes by contacting **Quality Assurance – WPSS on (202) 690-8923.**

L-3. Insurance Requirements

Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$50,000 per occurrence for property damages and \$500,000 per occurrence for bodily injury (see **Clause 52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION** and **52.246-25, LIMITATION OF LIABILITY - Services, in the Supplemental Contract Clauses - referenced in Part II, Section I**).

L-4. Prohibition Against Subcontracting

The contractor shall not subcontract any work under this contract without the express written approval of the Contracting Officer. If the Contracting Officer authorizes the contractor to subcontract any part of the work required by this contract, a copy of any such subcontract shall be provided to the Contracting Officer.

L-5. Qualifications of Contractors

Each offeror submitting a bid/offer on the work required by the contract is expected to submit with their bid evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract. This information should be submitted on L-1, Related Company Experience, and GSA Form 527, Contractor's Qualifications and Financial Information.

Submission of this information with your bid/offer will enable the Government to expedite the award of this contract.

L-6.GSAM 552.237-70 Qualifications of Offerors (MAY 1989)

- (a) Offerors will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to insure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate and suitable.
- (b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

L - 7. Bidder Submissions

Each offeror submitting a bid/offer on the work required by this contract is requested to submit with its bid the following:

- A. Solicitation, Offer, and Award (SF 26) (3 copies)
- B. Bid/Offer for Basic Service (3 copies)
- C. Representations and Certifications (1 copy)
- D. Minimum Bid and Acceptance Period (1 copy)
- E. GSA Form 527 (1 copy)
- F. Related Company Experience (1 copy)
- G. SF - LLL (1 copy)
- H. Copy of Detective License for applicable jurisdiction (1 copy)

L- 8. Inspection of Documents Related to the Contract

The following documents referred to in this contract are available for inspection purposes by also contacting the source listed in Paragraph 2 above:

- A. Guard Post Assignment Records (GSA Form 2580);
- B. Floor plans and area maps of the facility(ies) which depict emergency evacuation routes, the location of each fire alarm, the location of utility cutoff valves or switches, utility system controls, and the special instructions pertaining to security patrols;
- C. The Occupant Emergency Plan;
- D. Officer's Duty Books;
- E. Contract Guard Operations Manual; and
- F. Rules and Regulations Governing Public Buildings and Grounds (FPRM 41 CFR 101-20.3).

L - 9. Pre-Performance Conference

The Contractor will be notified by the Contracting Officer as to the time and place of the Pre-Performance Conference. This meeting will allow the Contracting Officer or his/her designee an opportunity to review the information with the contract manager.

L-10. Instructions for Submitting Proposals

L-10.1 General

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish requirements for the format and content of proposals so that proposals are complete, contain all essential information, and can be evaluated equally.

L-10.2 Submission and Content of Proposals.

1. For the purpose of this solicitation, **three** identical sets of the price proposals shall be submitted by each Offeror prior to closing time for receipt of proposals. The solicitation number shall be prominently written on the outside of each envelope.

Both sealed, marked envelopes will be placed in one (1) sealed submission envelope or box. The submission envelope or box shall show the solicitation number, hour, and date for receipt of proposals in the lower left-hand corner of the envelope or box.

- 2. The proposal package must be received by 2:00 p.m., local time, on July 8, 2004 at:**

**General Services Administration
Regional Office Building
301 7th Street SW
Bid Room 1065
Washington, DC 20407**

3. Proposals received after the hour and date specified above will be considered late submissions and will be handled in accordance with FAR 52.215-1, Instructions to Offerors – Competitive Acquisition (OCT 1997).
4. Hand-carried proposal packages must be received in accordance with the requirements stated in the paragraphs above. The term “hand-carried” includes special delivery and express mail carriers. Late hand-carried proposal packages will be handled in accordance with the FAR clause cited above.

L- 11. CLAUSES/PROVISIONS INCORPORATED BY REFERENCE

This Solicitation incorporates the following Solicitation provisions and/or Contract clauses by reference, with the same force and effect as if they were included in full text. Upon request, the Contracting Officer will make the provisions/clauses available. The Offeror may read and download all of these provisions/clauses by visiting website <http://www.arnet.gov/far/>.

A. FAR 52.215-1 – INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (MAY 2001)

B. FAR 52.237-1 – SITE VISIT (APR 1984)

1. FAR 52.202-1 - SOLICITATION DEFINITIONS (DEC 01)
2. FAR 52.203-5 - COVENANT AGAINST CONTINGENT FEES (APR 84)
3. FAR 52.203-6 - RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 95)
4. FAR 52.203-7- ANTI-KICKBACK PROCEDURES (JUL 95)
5. FAR 52.216-24 - LIMITATIONS OF GOVERNMENT LIABILITY (APR 84)
6. FAR 52.216-25 - CONTRACT DEFINITIZATION (OCT 97)
7. FAR 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 99)
8. FAR 52.222-46 - EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
9. FAR 52.237-1 - SITE VISIT (APR 1984)
10. FAR 52.247-6 - FINANCIAL STATEMENT (APR 1984)

L- 12. CLAUSES/PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.233-2 - Service of Protest (AUG 1996)

(a) Protests as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the **Department of Homeland Security, Federal Protective Service, (WPSS), Southeast Federal Center, 1st & Tingley St., SE., Building 136, Washington, DC 20407.**

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

(End of provision)

GSAM 552.217-71 Notice Regarding Option(s) (NOV 1992)

The General Services Administration (GSA) has included the option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with the successful Offeror that performs at a level which meets or exceeds GSA's quality performance or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of provision)

FAR 204-2 52.204-2 Security Requirements. (Aug 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if

the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF HOMELAND SECURITY (DHS)

(a) The following definitions apply in this provision:

(1) "Agency Protest Official for DHS" means the official in the office of Acquisition Policy designated to review and decide procurement protests filed with DHS.

(2) "Deciding official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official for DHS.

(b) A protest filed directly with the Department of Homeland Security (DHS) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed in writing, with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency protest Official for DHS decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefer to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2).

(i) Name, address, fax number, and telephone number of the protestor.

- (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form or relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with DHS has the choice of requesting either that the Contracting Officer or the Agency Protest Official for DHS decide the protest.
- (d) The decision by the Agency Protest Official for DHS is an alternative to a decision by the Contracting officer. The Agency Protest Official for DHS will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency official to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. DHS procedures do not provide for any discovery. The deciding official may request additional information from either the protestor or the agency. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

- (h) An interested party may represent itself or be represented by legal counsel. DHS will not reimburse the party for any legal fees related to the agency protest.
- (i) DHS will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) DHS may dismiss or stay proceedings on an agency protest if a protest on the same or initial basis is filed with a protest forum outside of DHS.

(End of Provision)

**FIGURE L-1
RELATED COMPANY EXPERIENCE**

1. CONTRACT INFORMATION

- A. Customer's Name _____
- B. Customer's Contracting Officer:
 - Name _____
 - Address _____
 - Phone Number _____
- C. Contract Number _____
- D. Place of Performance _____
- E. Period of Performance _____
- F. Number of Guards Required _____
- G. Amount of Contract _____ (Total) _____

2. CONTRACT INFORMATION

- A. Customer's Name _____
- B. Customer's Contracting Officer:
 - Name _____
 - Address _____
 - Phone Number _____
- C. Contract Number _____
- D. Place of Performance _____
- E. Period of Performance _____
- F. Number of Guards Required _____
- G. Amount of Contract _____ (Total) _____

**FIGURE L-1
RELATED COMPANY EXPERIENCE**

1. CONTRACT INFORMATION

- A. Customer's Name _____
- B. Customer's Contracting Officer:
 - Name _____
 - Address _____
 - Phone Number _____
- C. Contract Number _____
- D. Place of Performance _____
- E. Period of Performance _____
- F. Number of Guards Required _____
- G. Amount of Contract _____ (Total) _____

2. CONTRACT INFORMATION

- A. Customer's Name _____
- B. Customer's Contracting Officer:
 - Name _____
 - Address _____
 - Phone Number _____
- C. Contract Number _____
- D. Place of Performance _____
- E. Period of Performance _____
- F. Number of Guards Required _____
- G. Amount of Contract _____ (Total) _____

CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION

OMB No.: 3090-0007
Expires: 10/31/2001

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Financial Information Control Division (BCD), Office of Finance, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (3090-0007), Washington, DC 20503.

SECTION I - GENERAL INFORMATION

| | | | | | |
|--|--|--|--|--|------------------------------|
| 1A. NAME | | | 2. TYPE OF ORGANIZATION (Check one) | | |
| 1B. STREET ADDRESS | | | A. SOLE PROPRIETORSHIP | | F. LIMITED LIABILITY COMPANY |
| | | | B. GENERAL PARTNERSHIP | | G. JOINT VENTURE |
| 1C. CITY | | | C. LIMITED PARTNERSHIP | | H. TRUST |
| | | | D. CORPORATION | | I. OTHER (Specify below) |
| 1D. STATE | | | 1E. ZIP CODE | | |
| 3. TAXPAYER ID NUMBER | | | 4. DATE ORGANIZATION ESTABLISHED | | 5. STATE OF INCORPORATION |
| 6. TRADE SYTLE NAME (Provide a copy of filing) | | | 7. KIND OF PRODUCT OR SERVICE PROVIDED | | |
| 8. FORMER BUSINESS NAME | | | 10. INVENTORY VALUATION METHOD | | |
| 9. KIND OF BUSINESS | | | A. LIFO | | C. AVERAGE COST |
| A. MANUFACTURER | | | D. RETAILER | | D. OTHER (Specify) |
| B. CONTRACTOR | | | F. OTHER (Specify) | | |
| C. WHOLESALE | | | B. FIFO | | |

11. OWNERSHIP INFORMATION-PARTNERS-PRINCIPAL STOCKHOLDERS-OTHERS

| NAME | TITLE (If partner, state G(General) or L(Limited) in column) | | % BUSINESS OWNED |
|------|---|--------|------------------|
| | ACTUAL TITLE | G OR L | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | | | |
|------------------------------------|--|--|--|-----|----|
| 12. PARENT COMPANY (If applicable) | | 13. IF "YES" TO ANY QUESTION BELOW, PROVIDE DETAILED INFORMATION IN SECTION VII, REMARKS | | YES | NO |
| A. NAME | | A. HAVE YOU, OR ANY OF YOUR AFFILITATES EVER FILED FOR BANKRUPTCY? | | | |
| B. CITY | | B. DO YOU HAVE ANY JUDGMENTS, LIENS, OR PENDING SUITS? | | | |
| C. STATE | | C. DO YOU HAVE ANY CONTINGENT LIABILITIES? | | | |
| | | D. HAVE YOU OR ANY OF YOUR AFFILIATES DISC. BUSINESS OPER. W/OUTSTANDIN G DEBTS | | | |

SECTION II - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS

14A. ARE YOU DELINQUENT ON ANY FEDERAL DEBT (OMB CIRCULAR A-129)
(If "Yes", provide detailed information, Section VII, Remarks) YES NO

14B. DO YOU OWE THE GOVERNMENT FOR ANY CONTRACT OR OTHER CLAIMS? YES NO

IF "YES", COMPLETE THE ITEMS BELOW

| AGENCY | CLAIM AMOUNT | PAYMENT | MATURITY | BALANCE |
|--------|--------------|---------|----------|---------|
| | | | | |

15A. AGENCY INVOLVED WITH IN DELINQUENCY

15B. AMOUNT OF DELIQUENCY (\$)

16. ARE YOU CURRENTLY RECEIVING GOVERNMENT FINANCING? YES NO (Go to Section III)

17. COMPLETE ITEMS BELOW IF APPLICABLE

| TYPE OF FINANCING | AUTHORIZED (\$) | IN USE (\$) | GOVERNMENT AGENCY INVOLVED |
|-----------------------------|-----------------|-------------|----------------------------|
| A. INDUSTRIAL REVENUE BONDS | | | |
| B. GUARANTEED LOANS | | | |
| C. ADVANCED PAYMENTS | | | |
| D. PROGRESS PAYMENTS | | | |
| E. OTHER (Specify) | | | |

SECTION III - FINANCIAL STATEMENTS

Prepared Financial Statements with notes may be provided in lieu of completing Section III

When financial statements are prepared or certified by independent accountants and transcribed to this form, please furnish the name and address or accountant of accounting firm.

18. ARE YOU THE INCUMBENT CONTRACTOR FOR THIS
 YES NO

| | | | | | |
|--|------------|---------------|--|--|--|
| 19A. NAME | | | 20. IF TRANSCRIBED STATEMENTS DIFFER FROM INDEPENDENT ACCOUNTANT'S, PLEASE DESCRIBE ADJUSTMENT IN SECTION VII, REMARKS. ALL OF THE LISTED FIGURES ARE: | | |
| 19B. STREET ADDRESS | | | | | |
| 19C. CITY | 19D. STATE | 19E. ZIP CODE | | | |
| 21. BALANCE SHEET AS OF (Month, Day, Year) | | | | | |
| 22. FISCAL YEAR ENDS (Month, Day, Year) | | | 23. PREPARED STMTS. <input type="checkbox"/> ARE ATTACHED | | |

| 24. ASSETS | | | 25. LIABILITIES AND NET WORTH | | |
|---|--|--|---|--|--|
| A. Current Assets | | | A. Current Liabilities | | |
| Cash | | | Accounts payable | | |
| Short Term cash investments | | | Notes payable (current) | | |
| Accounts receivable, less allowance for doubtful accounts of \$ | | | Current portion of long term debt | | |
| Inventories | | | Accrued expenses | | |
| Other current assets (Itemize below) | | | Accrued taxes on income/excess profits | | |
| | | | Other current liabilities (Itemize) | | |
| | | | | | |
| | | | | | |
| Total Current Assets | | | Total Current Liabilities | | |
| B. Property, Plant and Equipment | | | B. Other Liabilities | | |
| Land | | | Mortgages | | |
| Buildings and equipment | | | Bonds | | |
| Leasehold improvements | | | Deferred income taxes | | |
| Less accumulated depreciation and amortization | | | Other long term debt | | |
| | | | | | |
| Total Property, Plant and Equipment | | | Total Other Liabilities | | |
| C. Other Assets | | | Total Liabilities | | |
| Investments in and advance to affiliated company | | | C. Minority Interest in Subsidiary | | |
| Goodwill, less amortization | | | D. Net Worth | | |
| Due from officer, employee | | | Preferred stock | | |
| Other (Itemize) | | | Common stock | | |
| | | | Additional paid-in capital | | |
| | | | Retained earnings/owner's equity | | |
| | | | Less, Treasury stock | | |
| | | | | | |
| Total Other Assets | | | Total Net Worth | | |
| D. TOTAL ASSETS | | | E. TOTAL LIABILITIES AND NET WORTH | | |

SECTION IV - INCOME STATEMENT

| | |
|-----------------------------|---------------------------|
| 26. FROM (Month, Day, Year) | 27. TO (Month, Day, Year) |
|-----------------------------|---------------------------|

28. INCOME

| | | | |
|---------------------------------------|--|---|--|
| A. Net Sales | | | |
| Cost and Expenses | | | |
| Cost of Goods Sold | | | |
| Depreciation and Amortization | | Total Costs and Expenses | |
| Selling, General, and Admin. Expenses | | Earnings Before Taxes | |
| Interest Expense | | Taxes on Income | |
| Other Expenses (Itemize) | | Income Before Extraordinary Items | |
| | | Extraordinary Gains (Losses) Net of Taxes | |
| | | NET INCOME (LOSS) | |

SECTION IV - BANKING AND FINANCE COMPANY INFORMATION
(Please attach a separate sheet using this format for any additional banks.)

| ITEM | BANK 1 | | | | BANK 2 | | | |
|------------------------------------|----------------|--------|-------|-----------|----------------|------|-------|----------|
| 29. Name of Bank | | | | | | | | |
| 30. Contact Person | | | | | | | | |
| 31. Phone Number | AREA CODE | NUMBER | EXT. | AREA CODE | NUMBER | EXT. | | |
| 32. Fax Number | AREA CODE | NUMBER | | AREA CODE | NUMBER | | | |
| 33. Address | STREET ADDRESS | | | | STREET ADDRESS | | | |
| | CITY | | STATE | ZIP CODE | CITY | | STATE | ZIP CODE |
| 34. Amount Owning(\$) | | | | | | | | |
| 35. Term Loans | Yes | | No | Yes | | No | | |
| 36. Line of Credit | Yes | | No | Yes | | No | | |
| 37. Maximum Amount Authorized (\$) | | | | | | | | |
| 38. Amount Outstanding(\$) | | | | | | | | |

39. Loans Secured by Company's Assets - Real and Personal Property

| | | | | | | | | |
|----|--------------------|--|--|------|---------------|----------------------|--|--|
| A. | SECURED PARTY NAME | | | | CONTACT NAME | | | |
| | STREET ADDRESS | | | CITY | STATE | ZIP CODE | | |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | | |
| B. | SECURED PARTY NAME | | | | CONTACT NAME | | | |
| | STREET ADDRESS | | | CITY | STATE | ZIP CODE | | |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | | |
| C. | SECURED PARTY NAME | | | | CONTACT NAME | | | |
| | STREET ADDRESS | | | CITY | STATE | ZIP CODE | | |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | | |
| D. | SECURED PARTY NAME | | | | CONTACT NAME | | | |
| | STREET ADDRESS | | | CITY | STATE | ZIP CODE | | |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | | |

| | | |
|--|--|--|
| 40. ARE ANY OF THE ASSETS SHOWN ON THE BALANCE SHEET PLEDGED OR MORTGAGED, EXCEPT AS STATED ABOVE? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Explain in Section VII, Remarks)</i> | 41A. IF CONTRACTOR IS A PARTNERSHIP OR SOLE PROPRIETORSHIP, ARE THE INDIVIDUAL LIABILITIES OF THE PROPRIETOR(S) FOR FEDERAL AND STATE INCOME AND/OR EXCESS PROFIT TAXES INCLUDED ON THE BALANCE SHEET? <input type="checkbox"/> YES <input type="checkbox"/> NO | 41B. TOTAL LIABILITY (\$) <div style="text-align: right; font-size: 2em;">▶</div> |
| 42. ARE YOU NOW IN OR PENDING DEFAULT ON ANY OBLIGATIONS, I.E., BANKS, FINANCIAL INSTITUTIONS, SUPPLIERS, OTHER? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Provide detailed information in Section VII, Remarks)</i> | | |

SECTION V - PRINCIPAL MERCHANDISE OR RAW MATERIAL SUPPLIER INFORMATION
(Please attach separate sheet(s) using this format for additional suppliers.)

43. PAST DUE ACCOUNTS PAYABLE (\$)

| ITEM | 44. SUPPLIER 1 | | | 45. SUPPLIER 2 | | |
|--------------------------|----------------|--------|----------|----------------|--------|----------|
| A. Name of Supplier | | | | | | |
| B. Contact Person | | | | | | |
| C. Telephone | AREA CODE | NUMBER | EXT. | AREA CODE | NUMBER | EXT. |
| D. Fax | AREA CODE | NUMBER | | AREA CODE | NUMBER | |
| E. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| F. Amount Now Owing (\$) | | | | | | |
| G. High Credit (\$) | | | | | | |

| ITEM | 46. SUPPLIER 3 | | | 47. SUPPLIER 4 | | |
|--------------------------|----------------|--------|----------|----------------|--------|----------|
| A. Name of Supplier | | | | | | |
| B. Contact Person | | | | | | |
| C. Telephone | AREA CODE | NUMBER | EXT. | AREA CODE | NUMBER | EXT. |
| D. Fax | AREA CODE | NUMBER | | AREA CODE | NUMBER | |
| E. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| F. Amount Now Owing (\$) | | | | | | |
| G. High Credit (\$) | | | | | | |

SECTION VI - CONSTRUCTION/SERVICE CONTRACTS INFORMATION (Public Buildings Service Contracts Only)
CONTRACTS IN FORCE

| ITEM | 48. CONTRACT 1 | | | 49. CONTRACT 2 | | |
|-----------------------|----------------|-------|----------|----------------|-------|----------|
| A. Location | | | | | | |
| B. Owner's Name | | | | | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| D. Type of Work | | | | | | |
| E. Contract Amt. (\$) | | | | | | |
| F. % Completed | | | | | | |
| G. Est. Comp. Date | | | | | | |

| ITEM | 50. CONTRACT 3 | | | 51. CONTRACT 4 | | |
|-----------------------|----------------|-------|----------|----------------|-------|----------|
| A. Location | | | | | | |
| B. Owner's Name | | | | | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| D. Type of Work | | | | | | |
| E. Contract Amt. (\$) | | | | | | |
| F. % Completed | | | | | | |
| G. Est. Comp. Date | | | | | | |

| ITEM | 52. CONTRACT 5 | 53. CONTRACT 6 |
|-----------------------|----------------|----------------|
| A. Location | | |
| B. Owner's Name | | |
| C. Address | STREET ADDRESS | |
| | CITY | STATE ZIP CODE |
| D. Type of Work | | |
| E. Contract Amt. (\$) | | |
| F. % Completed | | |
| G. Est. Comp. Date | | |

| ITEM | 54. CONTRACT 7 | 55. CONTRACT 8 |
|-----------------------|----------------|----------------|
| A. Location | | |
| B. Owner's Name | | |
| C. Address | STREET ADDRESS | |
| | CITY | STATE ZIP CODE |
| D. Type of Work | | |
| E. Contract Amt. (\$) | | |
| F. % Completed | | |
| G. Est. Comp. Date | | |

LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS

| ITEM | 56. JOB 1 | 57. JOB 2 |
|-----------------------|-----------------------|-----------------------|
| A. Location | | |
| B. Contact's Name | | |
| C. Address | STREET ADDRESS | |
| | CITY | STATE ZIP CODE |
| D. Telephone | AREA CODE NUMBER EXT. | AREA CODE NUMBER EXT. |
| E. Type of Work | | |
| F. Contract Amt. (\$) | | |
| G. Amount Sublet (\$) | | |

| ITEM | 58. JOB 3 | 59. JOB 4 |
|-----------------------|-----------------------|-----------------------|
| A. Location | | |
| B. Contact's Name | | |
| C. Address | STREET ADDRESS | |
| | CITY | STATE ZIP CODE |
| D. Telephone | AREA CODE NUMBER EXT. | AREA CODE NUMBER EXT. |
| E. Type of Work | | |
| F. Contract Amt. (\$) | | |
| G. Amount Sublet (\$) | | |

| ITEM | 60. JOB 5 | 61. JOB 6 |
|-----------------------|-----------------------|-----------------------|
| A. Location | | |
| B. Contact's Name | | |
| C. Address | STREET ADDRESS | |
| | CITY | STATE ZIP CODE |
| D. Telephone | AREA CODE NUMBER EXT. | AREA CODE NUMBER EXT. |
| E. Type of Work | | |
| F. Contract Amt. (\$) | | |
| G. Amount Sublet (\$) | | |

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

| ITEM | 62. SURETY COMPANY 1 | | | 63. SURETY COMPANY 2 | | |
|---|--|--------|----------|---|--------|----------|
| A. Company Name | | | | | | |
| B. Contact's Name | | | | | | |
| C. Telephone | AREA CODE | NUMBER | EXT. | AREA CODE | NUMBER | EXT. |
| D. Fax | AREA CODE | NUMBER | | AREA CODE | NUMBER | |
| E. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| 64. PRESENT AMOUNT OF BONDING COVERAGE (\$) | 65. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED (If Yes, please provide detailed information in Remarks) | | | 65. DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS (If Yes, please provide detailed information in Remarks) | | |
| | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |

SECTION VII - REMARKS

REMARKS (Cite those sections of the form relating to your remarks. If additional space is required, attach additional sheet(s).)

CERTIFICATION

For the purpose of establishing financial responsibility with, or procuring credit from the General Services Administration, we furnish the above as a true and correct statement of our financial condition and further certify that all other statements are true and correct. There has been no material change in the applicant's financial condition since the date of the above statement. We agree to notify you immediately in writing of any materially unfavorable change in our financial condition. In the absence of such notice or of a new and full financial statement, this is to be considered as a continuing statement.

| | | |
|------------------|--|------|
| NAME OF BUSINESS | BY (Signature of Authorized Official) | |
| | NAME OF AUTHORIZED OFFICIAL (Type or print) | DATE |
| | TITLE OF AUTHORIZED OFFICIAL (Type or print) | |

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| | | |
|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE | 2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD | 3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR _____ QUARTER _____ DATE OF LAST REPORT _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN: _____ Congressional District, if known: _____ | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known: _____ | |
| 6. Federal Department/Agency | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number if known: | 9. Award Amount if known: \$ _____ | |
| 10a. Name and Address of Lobbying Entity (If individual, last name, first name, MI) | b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI) | |
| (attach Continuation sheet(s) SF LLL-A, if necessary) | | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. RETAINER <input type="checkbox"/> b. ONE-TIME FEE <input type="checkbox"/> c. COMMISSION <input type="checkbox"/> d. CONTINGENT FEE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. OTHER; SPECIFY: _____ | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation sheet(s) SF LLL-A, if necessary) | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |

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Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

GENERAL SERVICES ADMINISTRATION

AGENCY IDENTIFIER:

GSA

AGENCY LOCATION CODE (ALC):

47000017

ACH FORMAT:



CCD+



CTX



CTP

ADDRESS:

P.O. BOX 17181 ATTN: 7BCP

FORT WORTH, TX 76102-0181

CONTACT PERSON NAME:

JOHN ENGLAND

TELEPHONE NUMBER:

(1-800) 676-3690

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:



CHECKING



SAVINGS



LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

()

PART IV
SECTION M
EVALUATION FACTORS FOR AWARD

IV-M

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 FAR 52.217-5 Evaluation of Options (JUL 1990)

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

(End of Provision)

M-2 Evaluation of Proposal

In order to be acceptable and eligible for evaluation, the Offeror's proposal must be prepared in accordance with and comply with the instructions given in this Solicitation/Contract and must comply with all requirements set forth in this Solicitation/Contract.

M-3.2 Technical Evaluation Factors

1. Technical proposals will be evaluated in accordance with the following factor:

A. Past Performance: Under this factor, the Government will consider the Offeror's past performance within the last three (3) years in carrying out similar work, as well as the quality of the Offeror's past performance in carrying out the work. Similar work is considered to be at least one contract for security guard services, with the total productive manhours meeting or exceeding 70% of the total productive manhours identified in Paragraph M-3.3, below, and performed within the past 3 years. The Contract(s) may be performed at federal, state, or local government level, or for private commercial concerns.

M-3.3 Evaluation of Price

1. For evaluation purposes, a total price will be computed utilizing the following formula:

A. BASIC SERVICES

1. The guard II productive hourly price from Section B, Paragraph 2, will be multiplied by 10,667.5 guard II productive manhours for the base year and each option period.

2. The guard II supervisory hourly price from Section B, Paragraph 2, will be multiplied by 251 guard II supervisory manhours for the base year and each option period.

B. TEMPORARY ADDITIONAL SERVICES (TAS)

1. The hourly prices for Guard II Productive Temporary Additional Services (TAS) from Section B, Paragraph 3, will be multiplied by 427 hours for the base year and each option period.

2. The hourly prices for Guard II Supervisory Temporary Additional Services (TAS) from Section B, Paragraph 3, will be multiplied by 33 hours for the base year and each option period.

TOTAL PRICE

The total price to be used for establishing the low Offeror shall be determined by adding the products of A and B above.

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PAST PERFORMANCE QUESTIONNAIRE

Section I - AGENCY/REFERENCE INFORMATION

Agency/Company Name: _____

Person Providing This Reference: _____

Title/Position: _____

Telephone Number: _____ Fax Number: _____

Location of Services: _____

Type of Services Provided: _____

Estimated Annual Productive Hours _____ Supervisory Hours _____

Contract Start Date: _____ Completion Date: _____

Annual Contract Amount: _____ Type of Contract: _____

Section II - QUALITY OF PERFORMANCE

1. How would you rank the quality of the services you received on a scale of 1 to 10 with 10 being the highest quality and 5 being acceptable? Why?

Comments: _____

2. What was the size of the contract? How many buildings and/or posts were required? What was the security level of the building(s) -- i.e., GSA Clearance, Secret, Top Secret?

Comments: _____

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3. Have deductions been taken on this contract? Yes _____ No _____

If yes, what have the deductions been for? _____

Have deductions problems been corrected or have they been reoccurring?

What percent do deductions make up of the total price? _____

4. Have poor performance letters been issued by the Contracting Officer?

Yes _____ No _____

If yes, how many? _____

Did the contractor correct the performance problem or has it reoccurred?

5. Have cure notices and/or show cause letters been issued by the Contracting Officer regarding poor performance? Yes _____ No _____

If yes, how many? _____

Was the problem cured or has it reoccurred? _____

Comments: _____

6. Would you use this firm again for the same or similar services? Please be as specific as possible about why or why not, noting wherever possible their major strengths, weaknesses, and deficiencies.

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Comments: _____

7. On a scale of 1 to 10, with 10 being the highest possible rating and 5 being acceptable, how would you rate the firm's responsiveness to your basic requirements and/or to minor changes in the requirements?
Please be as specific as possible.

Comments: _____

Section III - TIMELINESS OF PERFORMANCE

1. How effective has the contractor been in responding to performance problems?

| | | |
|-----------------------|---|---|
| Extremely Effective | [|] |
| Generally Effective | [|] |
| Generally Ineffective | [|] |
| Extremely Ineffective | [|] |

Comments: _____

2. To what extent did the contractor submit change orders, other required proposals, and invoice for temporary service in a timely manner?

| | | |
|---------------------|---|---|
| Considerably Timely | [|] |
| Generally Timely | [|] |
| Not Timely | [|] |

Comments: _____

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3. On the scale of 1 to 10, with 10 being the highest possible rating and 5 being acceptable, how would you rate the firm's responsiveness to emergency situations? Please be as specific as possible.

Comments: _____

4. To what extent did the contractor achieve logistics support, i.e. supplying personnel and equipment for emergencies and temporary service?

| | | |
|---|---|---|
| Considerably Surpassed Minimum Requirements | [|] |
| Exceeded Minimum Requirements | [|] |
| Met Minimum Requirements | [|] |
| Less than Met Minimum Requirements | [|] |

Comments: _____

5. To what extent did the contractor respond positively and promptly to technical directions, contract change orders, and additions/deletions?

| | | |
|---|---|---|
| Considerably Surpassed Minimum Requirements | [|] |
| Exceeded Minimum Requirements | [|] |
| Met Minimum Requirements | [|] |
| Less than Met Minimum Requirements | [|] |

Comments: _____

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Section IV - CUSTOMER SATISFACTION

1. To what extent was the contractor effective in interfacing with the customer's staff?

| | | |
|-----------------------------------|---|---|
| Displayed Considerable Initiative | [|] |
| Displayed Some Initiative | [|] |
| Displayed Little Initiative | [|] |
| Displayed No Initiative | [|] |

Comments: _____

2. To what extent was the contractor responsive to the administrative issues of the contract?

| | | |
|---|---|---|
| Considerably Surpassed Minimum Requirements | [|] |
| Exceeded Minimum Requirements | [|] |
| Met Minimum Requirements | [|] |
| Less than Met Minimum Requirements | [|] |

Comments: _____

3. To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?

| | | |
|---|---|---|
| Considerably Surpassed Minimum Requirements | [|] |
| Exceeded Minimum Requirements | [|] |
| Met Minimum Requirements | [|] |
| Less than Met Minimum Requirements | [|] |

Comments: _____

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4. To what extent was the contractor able to solve contract performance problems without extensive guidance from the customer?

| | | |
|-------------------------|---|---|
| Considerably Successful | [|] |
| Generally Successful | [|] |
| Little Success | [|] |
| No Success | [|] |

Comments: _____

5. On the scale of 1 to 10, with 10 being the highest possible rating and 5 being acceptable, how would you rate your overall satisfaction with the contractor?

Comments: _____

Section V - QUALITY OF KEY PERSONNEL

1. What is the contractor's history on using key personnel proposed in the offer as key personnel under the contract?

Comments: _____

2. On the scale of 1 to 10, with 10 being the highest possible rating and 5 being acceptable, how would you rate the contractor's history on changing key personnel during the course of the contract?

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Comments: _____

3. If the contractor made changes to key personnel during the course of the contract, what were the reasons given?

Comments: _____

Section VI - CERTIFICATION

I hereby certify that the information that I have provided pertaining to the performance of _____ (*company name*) at _____ (*location of services*) is true and correct to best of my knowledge.

Signature

Date: _____