

Company Name:  
Paragon Systems

Contract Number:  
GS-07F-0363M (GS07F0363M  
HSCEE3-08-A-00002 (HSCEE308A00002)

Order Number:  
HSCEE3-09-F-00008 (HSCEE309F00008), HSCEE3-09-F-00010 (HSCEE309F00010),  
HSCEE3-09-F-00011 (HSCEE309F00011)

Solicitation Number:  
HSCEE3-08-Q-00003 (HSCEE308Q00003)

Period of Performance:  
12/1/2008 through 11/30/2013

Services Provided:  
Providing Armed and Unarmed Guard Services at Federally owned and leased locations  
throughout Norfolk, Richmond, and Roanoke in the Commonwealth of Virginia (VA).

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

1 REQUISITION NUMBER: 3PS-08-VA-001  
 PAGE OF: 1 174  
 2 CONTRACT NO.: HSCEE3-08-A-00002  
 3 AWARD EFFECTIVE DATE: 12/01/2008  
 4 ORDER NUMBER:  
 5 SOLICITATION NUMBER: HSCEE3-08-Q-0003  
 6 SOLICITATION ISSUE DATE:

7 FOR SOLICITATION INFORMATION CALL: DESIREE BLAKEY  
 8 TELEPHONE NUMBER: 215- [b6]  
 9 OFFER DUE DATE/LOCAL TIME:

10 THIS ACQUISITION IS:  
 UNRESTRICTED OR  
 SET ASIDE  
 SET FOR:  
 SMALL BUSINESS  
 EMERGING SMALL BUSINESS  
 11A THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 701):  
 11B PATING:  
 11C METHOD OF SOLICITATION:  
 RFQ  IFB  RFP

12 DISCOUNT TERMS: As Indicated On Each Call  
 13 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE  
 14 DELIVER TO: As Indicated On Each Call  
 15 ADMINISTERED BY: ICE/FPS/EAST C

16A CONTRACTOR/OFFEROR: PARAGON SYSTEMS, INC  
 14160 NEWBROOK DR.  
 SUITE 150  
 CHANTILLY VA 201512297  
 16B PAYMENT WILL BE MADE BY: As Indicated On Each Call

17A CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 17B SURMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16A UNLESS BLOCK BELOW IS CHECKED: SEE ADDENDUM

16 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	GSA Contract #: GS-07F-0363M SERVICE AND LOCATION: ARMED AND UNARMED GUARD SERVICES AT FEDERALLY OWNED AND LEASED LOCATIONS THROUGHOUT NORFOLK, RICHMOND AND ROANOKE IN THE COMMONWEALTH OF VIRGINIA  The establishment of Blanket Purchase Agreement (BPA) HSCEE3-08-A-00002 against GSA Schedule GS-07F-0363M is for Guard Services at Various Location Throughout Norfolk, Richmond and Roanoke Throughout the Commonwealth of Virginia (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

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

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 3  
 29 AWARD OF CONTRACT REF QUOTE OFFER DATED 05/29/2008. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL

30a SIGNATURE OF OFFEROR/CONTRACTOR: [Signature]  
 30b DATE SIGNED: 11-1-09

31a UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: [Signature]  
 31b NAME OF CONTRACTING OFFICER (Type or print): DESIREE BLAKEY  
 31c DATE SIGNED: 12/31/08

30c NAME AND TITLE OF SIGNER (Type or print): Leslie Kauban Jr  
 AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

30d NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30e DATE SIGNED: [Blank]

30f NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30g DATE SIGNED: [Blank]

30h NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30i DATE SIGNED: [Blank]

30j NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30k DATE SIGNED: [Blank]

30l NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30m DATE SIGNED: [Blank]

30n NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30o DATE SIGNED: [Blank]

30p NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30q DATE SIGNED: [Blank]

30r NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30s DATE SIGNED: [Blank]

30t NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30u DATE SIGNED: [Blank]

30v NAME AND TITLE OF SIGNER (Type or print): [Blank]  
 30w DATE SIGNED: [Blank]

Working Copy

STANDARD FORM 1449 (REV. 3/2005)  
 Prescribed by GSA - FAR (48 CFR) 53.212



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The ordering period for the BPA will be up to five (5) years. The BPA will be reviewed annually to determine if the schedule contract, upon which the BPA is established is still in effect and if the BPA still represents the best value to the Government.</p> <p>This BPA does not obligate any funds. Funding will be provided on individual BPA Calls/Orders. Individual BPA Calls/Orders will specify the period of performance.</p> <p>The hourly rates for Basic Services are as follows:</p> <p>Base Period: \$ [REDACTED]                      Year Two: \$ [REDACTED]                      Year Three: \$ b4                      Year Four: \$ [REDACTED]                      Year Five: \$ [REDACTED]</p> <p>The Hourly Rates for Temporary Additional Services are as follows:</p> <p>Base Period: \$ [REDACTED]                      Year 2: \$ [REDACTED]                      Year 3: \$ [REDACTED]                      Year 4: \$ [REDACTED]                      Continued ...</p>				

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

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

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 42a. RECEIVED BY (Print) \_\_\_\_\_  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (Location) \_\_\_\_\_  
 42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEE3-08-A-00002

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NAME OF OFFEROR OR CONTRACTOR  
 PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Year 5: \$ b4</p> <p>The following documents are incorporated and made a part of this BPA:</p> <p>1.) Request for Quotes (RFQ) HSCEE3-08-Q-0003 and all amendments.</p> <p>2.) Quote dated May 29, 2008.</p> <p>3.) Post Exhibits</p> <p>The following BPA Periods are established for ordering and performance under this BPA:</p> <p>Performance Period 1 04/01/09 - 03/31/10                      Performance Period 2 04/01/10 - 03/31/11                      Performance Period 3 04/01/11 - 03/31/12                      Performance Period 4 04/01/12 - 03/31/13                      Performance Period 5 04/01/13 - 03/31/14                      Period of Performance: 12/01/2008 to 11/30/2013</p>				



U.S. Immigration  
and Customs  
Enforcement

Date: April 17, 2008

To: All Prospective Contractors

From: U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement,  
Federal Protective Service

**Subject: Request for Quote (RFQ) # HSCEE3-08-Q-0003 for Armed and Unarmed Security Guards Services at Federally Owned and Leased locations throughout the Commonwealth of Virginia.**

The US Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Federal Protective Service (FPS) is issuing this competitive RFQ to solicit GSA Schedule contract holders for the purpose of awarding a Blanket Purchase Agreement (BPA) under the Schedule contract. DHS/ICE/FPS will conduct this acquisition using Subpart 8.4 under the Federal Acquisition Regulation.

The Government anticipates that this effort will be performed under the "Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response" GSA Schedule 84.

Quotations are due no later than 2:00 p.m., Eastern Standard Time, Friday, May 16, 2008.  
Submissions shall be mailed to:

DHS/ICE Federal Protective Service  
701 Market Street, Suite 4200  
Philadelphia, PA 19106  
Attention: Desiree Blakey, ECCG

Failure to submit a response by the time and date established may result in the quote not being considered. FPS reserves the right to consider quotes received after the submission deadline at its discretion. Contractors are requested to notify Desiree Blakey via e-mail at [REDACTED] [@dhs.gov](mailto:[REDACTED]@dhs.gov) of their intent to submit a quote as soon as possible.

NOTE: Contractors are asked to contact Desiree Blakey via e-mail at [REDACTED] [@dhs.gov](mailto:[REDACTED]@dhs.gov) or telephone at (215) [REDACTED] within one business day of submitting a quote to confirm Government receipt of a quote package. Due to email and server limitations, please limit the size of each email to no more than 1MB.

By submitting quotations, contractors agree to comply with all terms and conditions as set forth in this request for quotation, including the Statement of Work (SOW).



## U.S. Immigration and Customs Enforcement

### Quotation Submission and Evaluation Criteria/ BPA Issuance

The quotes shall be comprised of TWO separate sealed envelopes, the first containing two (2) copies of the pricing submission and the second containing five (5) copies of the technical submission. Both of these envelopes should then be sealed in a third envelope, which clearly identifies the request for quotes for which it is being submitted.

The following evaluation criteria will be utilized. The non-price factors are *Past Performance*, *Management Approach*, and *Socio-Economic Status*. The non-price factors are listed in descending order of importance. The non-price factors, when combined, are considered to be significantly more important than price. As quotes become closer in technical merit, the price factor will become more important.

#### Technical Quote (Non-price factors) :

Vendors shall submit the following technical (non-price) information

- 1) Past Performance: Information provided in response to this factor will assist the Government in determining how a Vendor's past and present performance on other projects/contracts predicts the likelihood of successful performance in performing the work under this RFQ. Vendors shall include references for each submitted project/contract. Vendors shall submit three (3) projects/contracts that are similar in size, scope, and complexity to the RFQ's requirements, each of which provides the required past performance information. Use the form at Attachment 4 to provide the requested past project information. For each of the contracts/projects submitted, ensure that a Past Performance Questionnaire (Attachment 5) is sent to customers to provide feedback. Instruct customers to complete the questionnaire and return to Desiree Blakey via email at [REDACTED] b6 @dhs.gov or fax to the attention of Desiree Blakey at (215) 521-2169 by the RFQ submission due date. The Government reserves the right to obtain information for use in the evaluation of past performance from sources other than those identified by the vendor.
- 2) Management Approach: Describe your company's approach to managing the guard service requirements. Your submission should focus on your company's unique competitive advantage or capability to manage guard services in a manner that will increase the likelihood of successful performance, and at a minimum, your response should address transition/startup and quality control.





## U.S. Immigration and Customs Enforcement

- 3) Socio-Economic Participation: For this guard service procurement, FPS is targeting companies with the following small business classification: HUBZone Small Business Concern and Service Disabled Veteran Owned Small Business Concern. FPS will evaluate the vendor's small business socio economic classification listed on GSA Schedules e-Library Schedule Details. If a vendor is certified in the target small business classification, it will receive a higher rating than a vendor certified in a different small business classification. A small business outside of the target classification will receive a higher rating than an "other than small business." An "other than small" business will receive a neutral rating under this factor."

***Note: For Vendor's submitting quotes as a Joint Venture or under a Contract Teaming Arrangement the Government will recognize the integrity and validity of contractor team arrangement, provided, the arrangements are identified and company relationships are fully disclosed in the quote. In addition, the Joint Venture as an entity must be a GSA Schedule Contractor at time of award. In order to receive credit for the targeted socio-economic classification the awardee must meet the socio economic classification being targeted.***

### Page Limitation:

Excluding cover pages, and past performance forms and questionnaires, the technical quote (including all non-price factors) is limited to twelve pages with at least 11pt font and 1" margins. Pages beyond the page limitations will not be evaluated.

### Price Quote:

Price quotes shall be submitted in a separate sealed envelope from the information provided on the technical (non-price) information described above. Using the price quote worksheet/schedules (Attachment 6), contractors are required to submit fixed hourly rates for each line item listed for each proposed ordering period. Also, the contractor should provide a detailed breakdown of its proposed hourly rate. The vendor's hourly rate shall be inclusive of all the vendor's direct costs, indirect costs and profit and include all costs associated with providing the services described in the Statement of Work (e.g. relief, training, vacation, sick time, etc) and the Post Exhibit. To be considered for award, rates must be submitted for each and every line item listed on the pricing schedule. FPS will evaluate the price offered by extending the unit price by the estimated total units for each performance period (base and additional ordering periods, as appropriate). The total price for each period will be added to determine a total price. Prices will be examined to determine reasonableness to perform the requirements as established in the RFQ.



## U.S. Immigration and Customs Enforcement

### Basis for Selection:

FPS will select the responsible GSA schedule contractor whose quote, in conforming to this RFQ, provides the overall best value to meet the Government's requirements, price and non-price factors considered.

**Quotation Cover Sheet:** All vendors wishing to reply to this solicitation shall respond with a Quotation Cover Sheet using Attachment 7.

### BPA Issuance

Contractors must confirm that their GSA Schedule contract(s) term (including options) covers the proposed term of the BPA. In addition, if the schedule contract(s) does not cover the entire geographic area covered by this requirement, the contractor shall confirm in writing that the area(s) quoted will be added to their GSA schedule contract(s) prior to award of the BPA. To be eligible for award, a contractor's schedule contract must include the entire geographic area required by this solicitation at the time the Government is ready for award.

### **Period of Performance**

The ordering period for the resulting BPA will be up to five (5) years. Individual calls/orders will include specific performance periods. The BPA will be reviewed annually in accordance FAR 8.405-3 and 52.222-43.

### **Questions**

Please submit any questions regarding this requirement immediately via email but no later than Wednesday, May 7, 2008, 4:30p.m. Eastern Standard Time to [REDACTED] [@dhs.gov](mailto:[REDACTED]@dhs.gov). Any prospective vendor may contact us while preparing a quote to obtain clarification of our statement of work or other information needed to prepare a quote. We will provide pertinent information in that regard to other vendors, as appropriate.

Sincerely,

Desiree Blakey  
Contracting Officer

### Attachments

1. Statement of Work
2. Exhibits
3. Additional Terms and Conditions
4. Past Project Forms
5. Past Performance Questionnaire
6. Pricing Schedule
7. Quotation Cover Sheet
8. CBA (DECO AND ITS LOCALS 40 AND 226)

**REQUEST FOR QUOTATION**  
**(THIS IS NOT AN ORDER)**

THIS RFQ  IS  IS NOT A SMALL BUSINESS SET-ASIDE

PAGE OF PAGES  
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1. REQUEST NO. HSCBE3-08-Q-0003  
2. DATE ISSUED  
3. REQUISITION/PURCHASE REQUEST NO. 3PS-08-VA-004  
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1

5a. ISSUED BY ICE/FPS/EAST CCG/REGION 3, 701 MARKET ST, PHILA, PA 19106  
5b. FOR INFORMATION CALL (NO COLLECT CALLS)  
6. DELIVER BY (Date) MULTIPLE

NAME DESIREE BLAKEY  
TELEPHONE NUMBER  
AREA CODE 215 NUMBER b6  
7. DELIVERY  FOB DESTINATION  OTHER (See Schedule)

8. TO:  
a. NAME b. COMPANY  
c. STREET ADDRESS  
d. CITY e. STATE f. ZIP CODE

9. DESTINATION  
a. NAME OF CONSIGNEE b. STREET ADDRESS  
c. CITY d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)  
SEE RFQ

IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Armed and Unarmed Guard Services at Federally Owned and Leased locations throughout the Commonwealth of Virginia  See RFQ Letter Dated 04/16/2008 for additional information.				

12. DISCOUNT FOR PROMPT PAYMENT  
a. 10 CALENDAR DAYS (%) b. 20 CALENDAR DAYS (%) c. 30 CALENDAR DAYS (%) d. CALENDAR DAYS NUMBER PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER  
a. NAME OF QUOTER  
b. STREET ADDRESS  
c. COUNTY  
d. CITY e. STATE f. ZIP CODE  
14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION  
15. DATE OF QUOTATION  
16. SIGNER  
a. NAME (Type or print) b. TELEPHONE  
AREA CODE  
c. TITLE (Type or print) NUMBER

**Statement of Work  
Guard Services Requirements  
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## **1. Introduction**

### **1.1 Use of Acronyms**

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

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

### **1.2 General Information**

This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/BPA number HSCEE3-08-Q-00001

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

Where the Government identifies and references specific Solicitation/BPA Section numbers, that reference refers to that Section in its entirety, including every subsection

having the same letter and/or letter-number prefix. For example, a reference to the requirements of “Section C” includes all of Section C. Similarly, a reference to Section 7 includes Sections 7.1, 7.2, and so on, through the last subsection identified with a prefix of “7.”

### **1.3 Information Regarding FPS**

FPS is the security and law enforcement component of the Department of Homeland Security, Immigration and Customs Enforcement. FPS is responsible for protecting federally owned or leased facilities. FPS ‘s mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime or disorder.

Contract security guards have a crucial and highly visible role in support of FPS’s mission. They are usually the first (and sometimes only) contact visitors have with the Federal community, and they are usually the first line of defense in a federally controlled facility. Visitors and federal employees perceive the contract Security Guards to be an integral part of the FPS mission. It is crucial that the Vendor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.

## **2 Contract Transition**

### **2.1 Transition Phase –In**

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



2. The process for transitioning predecessor employees,
3. Equipment inventory (radio & phone) and maintenance plan,
4. Weapons Inventory and employee assignment
5. Communication plan.
6. Relief and break plan,
7. A plan for establishing a reserve force and the current status of staffing levels,
8. A progress report on obtaining permits, licenses, and registrations,
9. A status report on submitting applications for personnel clearances,
10. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

D. The government will allow a maximum of 90-day start up from the time of the award of the base task order to the initial start of performance.

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

The vendor shall provide a list with the total number of employees performing on the BPA with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to BPA expiration and after a follow-on BPA is awarded; the Vendor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor vendor.

After a new BPA is awarded, the vendor shall disclose necessary personnel records sufficient to allow the successor vendor to conduct interviews for possible transition (if the vendor is not awarded the successor BPA). These records shall be provided to the successor at least 45 days prior to date of BPA expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent vendor should cooperate to grant the employees release at a mutually agreed date.

As part of the closeout process, the vendor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the COTR / Inspector as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished.

### **2.3 Conferences and Meetings**

Immediately after award of the BPA and prior to the vendor's performance at the work site(s), the CO shall notify the vendor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total BPA requirements and a review of the vendor's Transition Plan.

During the start up and performance of the task call, the COTR and the vendor shall meet at least monthly to discuss all relevant contract issues. The COTR or Inspector will inspect 10% of the guard personnel records for completeness, certification validation & CERT data base correctness. The vendor shall submit the written minutes of these meetings to the COTR. Should the Government not concur with the minutes, the Government shall state in writing to the vendor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the BPA file. A mutual effort will be made to resolve all problems identified.

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

The vendor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The vendor shall possess ALL licenses required to perform services in the State of Virginia.

The applicable licensing authorities that are known to the Government at this time are:

Virginia State Police  
Department of Criminal Justice Services  
Private Security Services Section  
PO Box 1300  
Richmond, VA 23219

Monday thru Friday: 8:30 – 4:30 PM

<http://www.dcjs.virginia.gov/>

The Vendor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.

Prior to commencement of work under this BPA, and except where precluded by local law or ordinance, the vendor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:

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 BPA prior to performing any work under this BPA. The vendor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual vendor employees) to the CO prior to the BPA start date and provide any revised licenses or permits during the BPA term.

Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this BPA.

Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.

The vendor shall complete and certify a written record that shows names and issue dates for each vendor employee having each and all legally required licenses, permits, and certifications. This written vendor certification shall state that all legal requirements have been fulfilled prior to the commencement of any BPA work. The vendor shall provide an updated record to the Government monthly (CERTS Spreadsheet) to the CO or COTR. The vendor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.

Failure by the Vendor to obtain all required licenses as of the BPA start date will be grounds for termination for default.

The vendor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the BPA. The costs associated with this requirement must be factored into the vendor's hourly rate, as they will not be itemized or paid for separately by the Government.

Where vendor employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the vendor shall reimburse the employee for all costs and fees associated with obtaining the required license/permit.

Armed security guards shall carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Vendor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.

All armed guards shall carry permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty station with their weapons.

The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this BPA.

Failure by the vendor to maintain valid licenses and permits will be cause for the Government to take contractual actions, up to and including termination for default.

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

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

The vendor shall not employ illegal or undocumented aliens as guards for this BPA. The vendor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this BPA.

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

Be a citizen of the United States of America. [The COTR may approve Lawful Permanent Residents who are currently members of the U.S. armed services \(Reserves or National Guard\) or who possess an Honorable Discharge from a U.S. Military component.](#)

Have a Social Security Card issued and approved by the Social Security Administration.

Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

Possess, at a minimum, either a high school diploma or a GED equivalency certificate.

Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Vendor.

And meet *one* of the following experience/education requirements:

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

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

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

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



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

Prior to working under the BPA, every supervisor and guard must possess a valid FPS certification card, ICE form 78-3527. The FPS certification card, ICE form 78-3527 is evidence that the guard has:

Received a Preliminary favorable adjudication from FPS;  
Passed the medical examination and drug test;  
Completed the required training;  
Passed the required examination(s);  
And meets all other qualification criteria to be an FPS Contract security guard.

## **5 Quality Control**

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

The vendor shall provide a detailed Quality Control Plan within 15 days of BPA award. The vendor's Quality Control Plan shall include, but not be limited to, the following areas:

Identification of the Quality Control Monitor(s) assigned and includes evidence of their qualifications.

A description of the type, level, and frequency of inspections performed by the vendor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the vendor. While the vendor may perform more inspections than are required in the Quality Control Plan, in no event shall the vendor perform fewer inspections than required by that Plan. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall BPA performance.

A description of the vendor's employee reward/incentive program and the vendor's discipline procedures, used when the vendor's Quality Control Monitors or the Government notes superior or deficient performance.

Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this BPA.

Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Vendor for all inspections made during the entire

BPA period. The vendor shall make those reports available upon request during the monthly COTR / Inspector meetings.

The vendor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.

If the vendor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the vendor to discuss the vendor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the vendor take additional steps to improve both the overall performance of the BPA and adherence to their Quality Control Plan.

The Government shall consider the vendor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Vendor to adhere to their stated Quality Control Plan may result in contractual actions being taken by the Government.

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

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

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

The Government may assess price deductions for services not rendered according to the provisions of this Contact.

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

### **6.1 Order of Precedence**

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

The BPA, including the calls,

The Post Orders;

The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);

## Security Guard Information Manual (SGIM)

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

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

Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR / Inspector may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the BPA scope has no impact on the BPA cost. Such changes shall not require modification to the call or BPA.

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 vendor's cost or the BPA price, must be made by the CO through a written modification to the BPA or task call. The vendor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the vendor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a BPA or call modification.

### **6.3 Typical Duties**

Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders and an Officer's Duty Book.

No employee of the vendor shall provide more than twelve (12) hours of combined service on any one or multiple BPAs administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.

Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

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

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

Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.

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

Security guards shall answer questions and provide directions to visitors and building tenants.

Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

Security guards shall perform package inspection when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology or by manual, or visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

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

results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

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

Security guards shall conduct patrols in accordance with routes and schedules established in the Post Orders and shall observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.

Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

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

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

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

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

Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard's supervisor as soon as the security guard detects the loss or the problem. Facility and equipment keys and cards are not to be duplicated unless approved and issued by the COTR / Inspector.

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

Security guards shall monitor and operate building fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.

When an alarm sounds, the security guard shall immediately report and record the incident as required by the Post Orders.

Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.

Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

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

Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.

During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the Post Orders.

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

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

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

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

### **6.3.9 Unauthorized Access**

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

**6.3-10        Hazardous Conditions**

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

**6.3-11        Response to Injury or Illness**

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

**6.3-12        Additional Duties**

Security guards shall turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the Post Orders.

**6.3-13        Reports, Records, and Testimony**

Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.

While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the FPS MegaCenter and, when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.

Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all BPA-related court appearances with the COTR and the vendors' project manager. BPA-related court testimony on

behalf of the Government shall take priority over all other vendor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the vendor at the same hourly rate they would earn while on duty, and the Government shall in turn remunerate the Vendor. The vendor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, vendor employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.

If the guard is required for court and is not subpoenaed, the COTR / Inspector can request the guard's presence, only if approved by the local US Attorney. The COTR / Inspector will advise in writing to the vendor that the guard is needed and the vendor will follow the steps outlined in paragraph 3 above.

The vendor shall provide qualified security guards to fulfill post requirements affected by vendor employees testifying on behalf of the Government.

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

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

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

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

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

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



#### **6.4 Contract Security Guard Sign In and Sign Out**

The vendor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS Form 139 "Record of Time of Arrival and Departure from Building". Security guards who patrol between buildings will sign in and out at each building visited. The Government shall specify the on-site registration points and the Vendor must use those points for this purpose. Vendor employees working on TAS/SAS posts will record "TAS/SAS" in the "Col. f" Purpose of Visit. Relief security guards shall sign in and out at each post and indicate Relief in RED in Col. F. Visiting supervisors are required to sign in red and will write SUPV in COL F. Black ink will only be used for guards who are in the productive role.

Each successively lower line on the Form 139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.

Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the Form 139, the vendor employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Vendor must attach a detailed memorandum of explanation to each Form 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.

The vendor may retain a copy of the Form 139. Original Form 139's are the property of the COTR / Inspector who will pick up the forms for monthly auditing. . No employee of the vendor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

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

#### **7 Key Personnel**

A. Under this BPA, the Contract Manager, Supervisors, Quality Control Monitors and Training Instructors are designated as "key personnel." The vendor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below.

These resumes should be submitted to the COTR for concurrence and CO approval. If the proposed Key Personnel do not meet the requirements, the vendor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the vendor explaining why the vendor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this BPA/Task call.

B. The CO must approve the proposed Key Personnel prior to his/her assignment under this BPA/Task Call. The Contractor shall not replace any of the Key Personnel without submitting a key Personnel Resume to the CO for her/his approval. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

## 7.1 **Contract Manager (CM)**

A. The CM will have office space located in the State of Virginia within 20 miles of the Federal Building, 200 Granby Mall, Norfolk, VA 23510. The space will be commercial, no less than 400 Sq feet, have on site bathroom facilities, sufficient furniture for hold training classes, file cabinets to hold guard certification folders and the space will be clearly marked with the company's name and logo at the entrance.

The COTR will visit and approve the site prior to contract commencement.

The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

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

C. The CM shall have complete authority to act for the Vendor during the term of the Task call. The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/task call or any other guard Contract/task call administered by FPS. The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Vendor. The CM will have the overall responsibility for

implementing, monitoring, and upgrading the vendor's quality control plan and is responsible for ensuring that the vendor's work force complies at all times with the BPA requirements.

D. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within one (1) hour.

E. The vendor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA.

F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the vendor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

## **7.2 Supervisor**

Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Vendor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the vendor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the vendor on a day-to-day basis at the work site.

The vendor 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 BPA.

The vendor shall provide the level of supervision sufficient to meet the BPA requirements.

All supervisors shall be required to sign the Form 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Purpose of Visit", Col. F, the supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.

Supervisors can not provide supervision and a break / relief at the same time

All costs associated with the vendor's supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

## **8 Work Scheduling Procedures**

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

## **9 Contract Guard Labor Category**

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

## **10 BPA Effort Required**

### **10.1 BPA Effort Required – Productive Hours**

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

### **10.2 BPA Effort Required – Supervisory Hours**

- A. Specific hours of supervision will not be required under this to BPA. Instead, the vendor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this BPA..
- B. In the event that the Government determines that the supervision provided by the vendor is insufficient to effectively manage the security guards, the Government and vendor shall meet to discuss the vendor's Supervision plan and ways in which the vendor's performance can be improved, **at no additional cost to the Government.**

### **10.3 BPA Effort Required – Reserve Security Guard Force**

The vendor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The vendor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this BPA before working any post under this BPA.

The Government strongly recommends that the vendor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time.

The vendor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

## **11 Training**

### **11.1 General**

All security guards and uniformed supervisors working under this BPA must complete the required training and pass the required written examination. Vendor security guards and uniformed supervisors who worked under the predecessor BPA must maintain valid certifications and suitability. All newly hired vendor security guards with no prior experience under the predecessor or other current FPS security guard service Contract must take the following training and pass the written examination prior to working under this BPA.

The Vendor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the BPA. The vendor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.

The Vendor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations & weapons qualifications. Government firearms monitoring, testing and training will take place Monday through Friday excluding Sat. Sun. & Holidays or on a mutually acceptable date and time of the COTR / Inspector.

The contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing, or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the government after award.

The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions sponsored or provided by the vendor without any advance notice. The purpose of such observation is to ensure that the vendor is adhering to the training syllabus and is complying with the stated training requirements defined in this BPA. Vendors will submit to the

COTR / Inspector a training schedule (location and subject matter) 7 days in advance of the training.

## **11.2 Training Requirements by Position**

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

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

**A. All productive and supervisory security guards working under this BPA must complete and pass contractor training prior to working on this contract.** The Government will provide to the vendor one copy of the Security Guard Information Manual (SGIM). The vendor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM shall be provided to vendor's employees on the first day of their basic training course.

B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the BPA term. One-time only courses are (1) Vendor Basic and supervisory training; (2) FPS Basic training; (3) the written exam., FPS Magnetometer / X-Ray training. However, additional training may be required on Magnetometer/x-ray if or when the equipment or technology is changed or failure of a guard during an FPS penetration test. The training certifications are transferable to other FPS security guard service contracts, provided that the Vendor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract.

C. Each vendor employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date.

### **11.2-2 Supervisors**

All uniformed supervisors working under this BPA must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a vendor-provided Supervisory Training Manual. Following completion of basic training, the supervisors will be required to take and pass the basic written examination.

Supervisors shall not be permitted to work under this BPA without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the vendor Supervisory Training.

### **11.3 Written Examination**

Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Vendor must schedule with FPS the Government-administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.

No waivers shall be granted regarding the testing policies and procedures.

### **11.4 Weapons Training and Qualification – 9 MM Semi-Automatic**

Firearms qualifications will be monitored by an FPS COTR / Inspector. Qualification not monitored by an FPS official will not be deemed acceptable for the purpose of this BPA.

The Vendor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, thirty-two (32) hours will be actual training/shooting time on a firing range.

The Vendor employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.

For the purposes of this BPA, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Vendor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.

- A. Each firearms qualification “session” consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. See Exhibit 4E. If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee’s file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.

Any Contract employee, who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Vendor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.

If the weapon platform required under this BPA is different from the guard’s previous qualification, the Vendor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition-training plan, if applicable.

Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current FPS targets only. The Vendor shall furnish an adequate supply of targets for weapons qualifications (ICE QT). Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Vendor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after BPA award.

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

- A. The Vendor shall ensure that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course annually. Any guard attempting annual re-qualification who fails to re-qualify is no longer certified to carry a weapon and shall not be permitted to work on an armed post. The costs of such preparations should be factored into the offering prices, as it will not be itemized or paid for separately by the Government.



B. Successful firearms range qualification by Contract employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this BPA.

C. The Vendor shall provide the necessary weapons and ammunition for training and qualifications. The vendor shall provide a list of serial numbers of Vendor-provided firearms and the guards assigned to each weapon for qualifications 48 hours prior to scheduled training and qualification to the FPS COTR / Inspector. All Vendor-provided weapons used for qualifications of Contract employees shall be inspected and approved by the vendors firearms instructor prior to use on any firing range. No Contract employee shall have in their possession any ammunition for firearms at any time. The Vendor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

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

Notwithstanding the minimum age requirement cited elsewhere in the Statement of Work, the Vendor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.

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

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

All Contract employees must receive FPS-specific training. The COTR and the Vendor will schedule the site(s) and date(s) of the training session(s) after the award of the BPA and prior to the BPA start date. See Exhibit 4C.

Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Vendor 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.

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

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

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

Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this BPA.

The Vendor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this BPA. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for the period stated on the card(s). Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 8 hours and cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques based on Red Cross or American Heart Association techniques. If the Vendor is uncertain as to whether a training provider is acceptable, the COTR will provide advice and guidance to the Vendor as to which training provider(s) are acceptable.

Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.

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

#### **11.9 Other Special Training**

The Contractor is responsible for providing training for expandable batons and OC Spray. All training shall be conducted by certified OC and baton instructors. Any additional requirements established by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants,), equipment, or devices required in this Task Order shall also be completed by the contractor.

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

#### **11.10 Training of Replacement Employees**

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

#### **11.11 Schedule of Provided Training and Testing**

The Vendor shall schedule and coordinate Government provided training and testing with the COTR / Inspector. Government training can only be scheduled after BPA award.

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

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

### **11.13 Training Waivers**

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 BPA. However, all such waivers must be requested in writing by the Vendor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the Contract employee, not to exceed 120 calendar days. Under no circumstances shall a Contract employee work under a temporary waiver without the CO's written consent. If the CO grants a temporary waiver for the time frame requested by the Vendor, the Vendor shall abide by that time frame and, upon expiration of the temporary waiver deadline date, shall have completed the training/testing requirements or shall remove the affected Contract employee(s) from the BPA.

The training and testing requirements shall not be permanently waived.

## **12 Medical and Physical Qualifications**

### **12.1 General**

The Vendor shall ensure all uniformed employees working under the BPA meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.

The Vendor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Vendor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Vendor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.

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

## **12.2 Medical Standards**

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

The Vendor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the BPA. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. The Vendor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.

If an employee of the Vendor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Vendor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the BPA. No guard shall be permitted to work under the BPA until the certificate and medical documentation has been reviewed and approved for compliance with the BPA by the COTR.

All Contract employees must meet the following medical standards:

**Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision.

**Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. Use of a hearing aid is authorized.

**Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.

**Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.

**Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.

**Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.

**Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.

**Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.

**Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.

**Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.

**Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.

**Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.

**Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.

**Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.

**Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

### 12.3 Physical Demands

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

Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.

Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.

Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.

Ability to read post assignments, writes reports, and responds to both routine and emergency dispatches/orders.

Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and

Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

Individuals deemed incapable of performing the above tasks or functions will be removed from the BPA upon the CO's request.

The Vendor shall be responsible for encouraging and promoting employees assigned to this BPA to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

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

As part of the medical examination, (every 3 years) all Contract employees must submit to an initial urine drug screening that tests for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/ mL):

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

The Vendor will perform random drug screening of 5% of the guard force assigned to this BPA over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.

Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at:

[www.health.org/GDLNS-94.htm](http://www.health.org/GDLNS-94.htm) or at: <http://wmcare.samhsa.gov>.<sup>1</sup> The Vendor is strongly urged to use one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at:

[www.health.org/labs/index.htm](http://www.health.org/labs/index.htm) or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Vendor chooses to use a laboratory not shown on SAMHSA's current list, the Vendor must verify whether the laboratory's methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this BPA, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on

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

alternative drug screening methods, the BPA may be modified to permit the use of those methods.

The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Vendor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.

The Vendor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

### **12.5 Government Requested Screening**

The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the CO will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Vendor shall pay the Contract employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 15.4 above.

Contract employees who undergo targeted urine drug screenings may continue working under the BPA until the results have been provided to the Vendor. In the event that the results of any urine drug screening are negative, the Government shall bear the expense of the screening. This does not apply to the pre-employment urine drug screening. In the event that the results are positive, the Vendor shall immediately remove the Contract employee(s) with a positive reading from the BPA and immediately inform the COTR and CO of the result and the employee's removal from the BPA. Additionally, the Vendor shall bear all the expenses relating to the test for the employee(s) with the positive reading.

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

### **13 Conduct of Vendor Personnel**



A. In accordance with the SGIM, the Vendor 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. The COTR may recommend to the CO that the vendor immediately remove any employee from any or all locations where the vendor has contracts with the FPS if the employee is not maintaining satisfactory performance in accordance with the BPA or the SGIM. Additionally, the employee may be removed if he/she has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The CO will make all determinations regarding the removal of any employee from any or all locations where the vendor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Vendor in writing.

Notification of Arrest: Guards working under this BPA shall notify the vendor within 12 hours of their arrest. The vendor will notify the COTR within 12 hours of the guard's notification. Failure of the guard to make notification may result in a request of removal from this BPA.

#### **14 Vendor Employee Reinstatements**

When the Government takes action that may impact upon the suitability or work fitness status of a vendor employee, the vendor may appeal the decision to the CO.

If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Vendor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.

While the appeal is being considered, the employee shall not work under this BPA.

#### **15 Government and Vendor Furnished Property**

##### **15.1 General Information**

The vendor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Vendor in the performance of work. The Vendor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this BPA.

The Vendor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

##### **15.1-1 Use of Government Property**

Government property shall be used for official Government business only in the performance of this BPA. The vendor or the vendor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The vendor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Vendor's employees.

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

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

All property furnished by the Government under this BPA shall remain the property of the Government. Upon termination or conclusion of the BPA, the vendor shall render an accounting of all such property that has come into their possession during the course of the BPA. A Government property receipt form will be used for the vendor to acknowledge the receipt of all Government-issued property.

Any property furnished by the Government to fulfill BPA requirements, which is lost or damaged resulting from improper use or negligence by the vendor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the vendor's payment. Additionally, the vendor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the vendor's employees. Vendor employees who misuse, willfully damage, or willfully destroy Government property may be removed from the BPA and may face further penalties as deemed necessary by the Government.

Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The vendor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses. The vendor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the vendor. To ensure timely discovery and reporting, the vendor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

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

The vendor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.

If the work under this BPA requires that the vendor's 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 vendor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

## **15.2            Vendor Furnished Property**

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

The vendor shall furnish and maintain in acceptable condition, at no cost to vendor's employees, all items of uniform and equipment necessary to perform work required by the BPA (including each call issued under this BPA). The vendor is solely responsible for the quality and performance of all Vendor-provided equipment used in performance of this BPA.

The vendor shall provide an inventory of Vendor Furnished Property (CFP) on a quarterly basis. The inventory shall include all vendor furnished equipment, uniforms, and non-expendable supplementary equipment.

### **15.2-2        Equipment Plan**

The vendor will be required to furnish some or all of the types of equipment described herein.

Communications equipment. The vendor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the vendor. The vendor must ensure useful availability of all vendor furnished communications equipment on a continuous basis. The vendor shall immediately provide fully operational substitute communications equipment in the event any equipment is temporarily inoperable.

All facilities with one (1) guard post require a mobile communication device that has the ability to communicate directly with a 911 operator, local inspector and the FPS Mega

center. In addition, facilities with multiple posts / guards are required to have the ability to communicate guard to guard.

Vehicles. The vendor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Vendor.

Firearms, ammunition, and less-than-lethal weapons: Modifications to firearm mechanisms must comply with manufacturers' specifications and requirements. Ammunition must be acquired from a commercial source.

Firearms shall be furnished by the vendor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the vendor

The vendor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the vendor.

The vendor shall provide all training for primary and any additional or intermediate weapons used under the BPA.

**Unless stipulated otherwise in a call, no firearms or ammunition shall be stored on the premises. All firearms shall be stored off site. The vendor and their employees will take all necessary precaution to secure company weapons, per state and local requirements**

The amount and type of ammunition, including additional rounds for contingency: The additional ammunition shall be provided, stored, and secured by the vendor. Old duty ammunition will be periodically rotated with new ammunition.

The vendor employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber prior to the security guard's tour of duty.

The vendor shall provide a list of serial numbers of firearms issued to the guards to the COTR prior to the BPA performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.

### **15.2-3 Uniforms**

As specified in Exhibit 2C, the vendor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the BPA price.

The vendor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and FPS law enforcement personnel. All security guards performing under this BPA shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

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

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

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

FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the vendor are listed below. Supplementary regulations, which are provided to the vendor by the CO or his/her authorized representative shall also be in effect and will be incorporated by BPA modification.

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

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

Officer's Duty Book, Post Orders, and any supplemental memoranda, directives, or other information is considered Sensitive but Unclassified/Law Enforcement Sensitive information. The vendor and its employees are restricted from disclosing this or any other operational information to individuals outside of the FPS/Vendor community. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.

Conduct on Federal Property (FMR 41 CFR 102-74) placards are posted in buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.

Security Guard Information Manual (SGIM) handbook contains the information all security guards and supervisors must read and be familiar with prior to assuming duties under this BPA. The COTR shall give the Vendor one (1) electronic copy of this manual at the pre-performance meeting held shortly after BPA award. The vendor shall provide to each uniformed Contract employee a legible, securely bound copy of the SGIM upon beginning the basic training course **at no cost to the employee**.

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

### **17.1 General**

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

The vendor should follow the procedures listed below to obtain an FPS certification card, ICE form 78-3527 for each vendor's employee:

Conduct an initial employment screening to determine whether the prospective employee meets the vendor's specific hiring requirements and the BPA eligibility requirements, including medical and drug testing ([see Section 15 above](#));

Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The vendor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the vendor can determine how to proceed with the employee's training, testing, etc.

Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other vendor-provided training requirements;<sup>2</sup> this does not include the FPS written exam.

After the Vendor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s),

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

the vendor shall submit the following information to the COTR for an FPS certification card, ICE form 78-3527:

Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the vendor's facility. (See Exhibit 6)

Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and

Contract Guard Qualification Certificate. The guard's name, and the name of the vendor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.

Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). Each guard's certification is valid for one (1) year. The vendor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If at any time a guard has a disqualifying event under Lautenberg, the Vendor shall notify the COTR and immediately remove the guard from work under the BPA that may require use of a firearm. The vendor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.

FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the BPA. FPS will then laminate the completed form and issue it to the vendor.

No guard or supervisor shall be permitted to work under this BPA without a valid certification card, ICE form 78-3527.

The certification card, ICE form 78-3527, shall be worn on the outermost garment of the guard's uniform.

The Vendor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, ICE form 78-3527, but also a valid CPR/First Aid card, state certification (if required) and a valid firearms permit.

The vendor must return employees' certification card, ICE form 78-3527 to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the BPA. At the end of the BPA period, the vendor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card, ICE form 78-3527 does not waive any other contract requirement.

H. Because the Certification card, ICE form 78-3527 does not expire when individual certification elements expire, the vendor is responsible for continually maintaining validity of each element of the vendor employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/First Aid certification). See Exhibit 11.

I. The CO shall have the express authority to demand return of the FPS Certification card, ICE form 78-3527 for any vendor employee who does not maintain compliance with the BPA qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the PA until such time as s/he comes into full compliance with all qualification/certification criteria.

## **17.2 Security Management**

A. The vendor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Vendor.

B. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the vendor in complying with the security requirements under this BPA. Should the COTR determine that the vendor is not complying with the security requirements of this BPA, the vendor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

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

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for vendor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the BPA. No employee of the vendor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Vendor employees assigned to the BPA not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.



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

#### **17.4 Suitability Adjudication**

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

- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing)".
1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- G. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
  2. Possessing a record of arrests for continuing offenses;
  3. Falsification of information entered on suitability background investigation forms.
- H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
  2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- I. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.
1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
  2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate,

authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

## **18 Security Clearance Requirements**

### **18.1 Background Investigations**

**In addition to meeting the FPS background suitability check described in Section C, additional security clearances may be required by the BPA and call(s).** These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate refer to Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the BPA. Employees may not work at the site until the Vendor 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.

The Government shall notify the vendor of the required security classification of this BPA and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.

In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the vendor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at [www.dss.mil](http://www.dss.mil) or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at [www.dss.mil](http://www.dss.mil); for DOE clearances at [www.doe.gov](http://www.doe.gov); and for NRC at [www.nrc.gov](http://www.nrc.gov). Each designated employee must complete all applicable forms. The Vendor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to **be assigned to classified areas**. **Exhibit 6C**, Security Clearance Requirements. The Government will provide the vendor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each vendor security guard employee performing under this BPA, as well as the firm employees, who may, in the performance of this BPA, visit the work site.

A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms." Vendor employees (to include applicants, temporaries, part-time and replacement employees) under the BPA needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the BPA. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective vendor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective vendor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the BPA or 30 days prior to entry on duty of any employees, whether a replacement, addition, sub-vendor employee, or vendor.

Standard Form 85P, "Questionnaire for National Security Positions"

Lautenberg Amendment Statement (plus one copy)

FD Form 258, "Fingerprint Card" (2 copies)

Foreign National Relative or Associates Statements

DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Drug Questionnaire

Alcohol Questionnaire

**DHS/ FPS will provide required forms at the time of award of the BPA. Only complete packages will be accepted by the DHS/ FPS Contract Suitability Adjudication Program Office. Specific instructions on submission of packages will be provided upon award of the BPA. Standard Form 85P, "Questionnaire for National Security Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)**

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

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

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

## **18.2 Access To Classified Information (Vendor)**

The DHS has determined that the performance of this BPA requires that the vendor, sub-vendor(s), etc., (herein known as vendor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

See, Exhibit 6C, Security Suitability Requirements, for a determination of which, if any, Vendor facilities and Vendor personnel, including Contract Manager or Supervisor, assigned to this BPA are required to possess up to a TOP SECRET security clearance.

If access to classified information is required as identified in Section J, Exhibit 6C, the vendor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035, Industrial Security Program and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Vendor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the vendor, it will result in deductions from monthly invoices.

The vendor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Vendor 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 BPA start-up date.

If access to classified information is required as identified in Exhibit 6C, the vendor must possess a TOP SECRET facility clearance consistent with DHS MD Industrial Security Program prior to BPA award. If an unclear firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the BPA for the convenience of the Government.

### **18.3 Continued Eligibility**

A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reasons(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the vendor that the employee shall not continue to work or to be assigned to work under the BPA.

The Security Office may require drug screening for probable cause at any time and/or when the vendor independently identifies circumstances where probable cause exists.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any vendor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this BPA.

The vendor will immediately report any adverse information coming to their attention concerning vendor employees under the BPA to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

## **19 Vendor's Personnel Filing System**

To minimize duplication of effort by the FPS and the vendor, the vendor shall maintain personnel files on-site for all employees who work under this BPA. Files shall be maintained at the Contract Manager's office. Each guard's file must contain the following information:

Application for employment, including SF 85P &, FD 258,

Results of all criminal history checks obtained by the Vendor;

U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136); with supporting documentation

A copy of DHS 11000-6 *Non-Disclosure Agreement*,

A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;

Records of all basic and refresher training attendance and, where required, test scores;

Records of current firearms training and qualification scores, where required by the BPA;

Records of all successfully completed Government-provided training;

A copy of most recent CPR, First Aid, and AED certification card;

A copy of most recent Medical Evaluation (SF 78);

Results of all drug screenings administered (both pre- and post- employment);

A copy of DHS the certification card, ICE form 78-3527;

A copy of all firearm licenses and certifications required by state and local regulations;

Records of guard's suitability information (including date current suitability expires);

Copies of all complaints, investigations, and disciplinary actions taken by the vendor against the employee for all infractions committed under the BPA;

A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this BPA; and

A copy of any National Security Information clearance issued, where required by this BPA (i.e., Secret/Top Secret).



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

The CO or COTR can request, at any time during the course of the BPA, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all vendor employees pertaining to BPA requirements.

The vendor will maintain a hard-copy (paper) file using the CERTS tracking system containing all the information required above. However, if the vendor uses a computerized filing system, all forms must be scanned into the computer and must be legible.

#### WEB Contract Guard Employment Requirements Tracking System (CERT)

The National CERT Log is used by FPS personnel to input security officer information into a national database. It is imperative that the information is correct and current.

The FPS CERT log computer program (Microsoft Excel format) will be provided to the Vendor after award and shall be used by the Vendor to document the fact that their personnel are certified as outlined in the BPA. The dates listed on the CERT log must match the paperwork in the vendor employee's folder.

The CERT log shall be updated monthly by the vendor and forwarded to the local FPS representative via e-mail. Monthly updates and new employee information will be outlined in a different color.

The CERT log will be used as part of the FPS inspection program and will be reviewed on a monthly basis with the vendor.

In conjunction with the CERT log, the vendor shall organize the employees' information folders in accordance with the format outlined in Exhibit 4A - Employee Folder Certification Layout.

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

## **20 Performance Evaluations**

The CO and/or COTR shall meet with the vendor (either in person or via teleconference) on a monthly basis.

The Government shall formally evaluate, in writing, the vendor's performance *at least* once per year. Whenever possible, the Government shall give the vendor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given. The vendor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the vendor's response shall be filed in the BPA file. Where the vendor fails to respond in writing to a performance evaluation, the CO shall assume the vendor's complete concurrence with the findings of the performance evaluation. The CO and/or COTR shall meet with the vendor prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the BPA by the vendor.

The Government shall use the performance evaluations as a factor to determine whether to exercise any available additional ordering period and/or as a factor to determine whether to award any future BPA(s) to the vendor.

## **21 Personal Appearance and Grooming Standards**

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

The personal appearance and grooming standards required by this BPA are listed below:

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

Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.

2. Security guards shall not wear jewelry such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set

on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.

Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a vendor employee display, or cause to be displayed, any vendor insignia or logo while on duty without written approval of the COTR.

Shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.

Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.

Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.

If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.

The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR if prescribed by a board-certified dermatologist for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 60 days.

Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.

Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.

For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Vendor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.

Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.

Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

**DELIVERABLES**

In addition to other deliverables called for herein, the following specifies certain recurring deliverables:

These requirements exist at the time of the RFQ; the COTR and/or CO shall notify the Vendor during the term of the BPA of any changes in these requirements.

Note: Deliverables are Not Separately Priced (NSP) – all costs associated with providing these items shall be included in the total price offered in response to the solicitation.

<b>Document</b>	<b>Submitter</b>	<b>Receiver</b>	<b>Due Date</b>	<b>Marking</b>	<b>Format</b>
Key Personnel Resumes	Vendor	COTR	Within 15 calendar days after Award and then as necessary if/when key personnel is replaced	Copy	Exhibit 6B
Transition Plan	Vendor	COTR	Within 5 working days after Award	Copy	Vendor Format
Training Plan w/ proposed Training Schedule (should include location, schedules, trainers, weapons, etc.)	Vendor	COTR	Within 10 calendar days after Award	Copy	Vendor Format
Training Certificates	Vendor	COTR	When requested by the COTR/ Inspector	Copy	Vendor Format
Guard Work Schedule	Vendor	COTR	When requested by COTR	Copy	Vendor Format
Meeting Minutes	Vendor	CO	Within 10 calendar days after meeting	Copy	Vendor Format

<b>Document</b>	<b>Submitter</b>	<b>Receiver</b>	<b>Due Date</b>	<b>Marking</b>	<b>Format</b>
DHS Form 139 Record of Time of Arrival and Departure	Vendor	COTR and/or CO	As required by the BPA and directed by COTR	Copy	DHS Form 139
GSA Form 3430 Building Service Contract Work Report	Vendor	COTR	When required by the COTR	Original to COTR	GSA Form 3430
GSA Form 3155 Preliminary Investigation Report	COTR	Vendor	As required and within 72 hours	Original to COTR, copy to CO and Vendor	GSA Form 3155
Quality Control Plan	Vendor	COTR	Within 15 calendar days after Award	Copy	Vendor Format
GFP Inventory List	Vendor	COTR	Monthly or as directed by the COTR	Copy	Vendor Format
Vendor Furnished Equipment/Property Inventory List Firearms and Communication devices	Vendor	COTR	Monthly or as directed by the COTR	Copy	Vendor Format
Lautenberg Amendment Statement	Vendor	COTR	Prior to start of performan ce and annually thereafter	Copy	Contract Format
Licenses and Permits	Vendor	CO	Prior to start of performan ce and upon renewal thereafter	Copy	Contract Format
Inspection Report	Vendor	COTR	I/A/W vendor QC plan and	Copy	Contract Format

RFQ HSCEE3-08-Q-0003- Virginia Term BPA

Document	Submitter	Receiver	Due Date	Marking	Format
			upon COTR request		
Accounts Receivable Report	Vendor	CO	Monthly	Copy	Contract Format
GSA Form 1103 Security Officer Operations Log	Vendor	COTR	As required by the BPA	Copy	DHS Format
Deduction Notice pursuant to BFC Invoice Consolidation Initiative Guidelines	CO	Vendor	As required and within 48 hours	Original	E-mail
CERTS Spreadsheet	Vendor	COTR	Monthly	Copy	FPS Format via E-mail
GSA Form 1051 Weapon Control record	Vendor	COTR	As required by the BPA and upon COTR request	Copy	BPA Format

EXHIBIT	REF.	TITLE
1		Productive Requirements Including Post Hours and Location
1A		List of required administrative forms to be used by the Vendor including time and attendance, property accountability, Lautenberg Amendment form, duty log, etc.
2A	10.2-1	Vendor Furnished Communication Equipment Requirements
2B	10.2-1	Vendor Furnished Vehicle Requirements
2C	10.2-1	Vendor Furnished Uniform Requirements
2D	10.2-1	Vendor Furnished Supplementary Equipment Requirements
2E		Vendor Furnished Weapons and Ammunition
3A	10.1-1	Government Furnished Communication Equipment Requirements
3B	10.1-1	Government Furnished Vehicle Requirements
3C	10.1-1	Government Furnished Uniform Requirements
3D	10.1-1	Government Furnished Supplementary Equipment Requirements
3E		Government Furnished Weapons and Ammunition
4		Vendor's Training Schedule and Plan
4A		Basic Training Subjects to be Presented by the Vendor
4B		Supervisory Training Subjects to be Presented by the Vendor
4C		Training Subjects to be Presented by the Government
4D		Vendor Provided Refresher Training
4E		Vendor Provided Basic Weapons Training and Qualifications
4F		Vendor Provided Annual Refresher Weapons Training and Qualifications
5A		Vendor's Certification of Basic Training
5B		Vendor's Certification of Supervisory Training
5C		Vendor's Certification of Government Provided Training
5D		Vendor's Certification of Refresher Training
5E		Vendor's Certification of Basic Weapons Training
5F		Vendor's Certification of Annual Weapons Refresher Training
6		Vendor's Certification of Contract Employee Eligibility Requirements
6A		Standard Form (SF) 78, Certificate of Medical Examination
6B		Key Personnel Resume
6C		Security Suitability Requirements
7		Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)




**EXHIBIT 1**

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





PART III, SECTION J, EXHIBIT I  
Contract : NEW SOLICITATION  
Richmond Area: October 1, 2008 to September 30, 2009

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/ Unarmed	Hrs Per Day	Start Time	End Time	Performance Days	Security Clearance	Relief	Total Hrs	Start Date	End Date
														10/01/08	09/30/09
														10/01/08	09/30/09
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b2High

PART III, SECTION J, EXHIBIT 1  
Contract : NEW SOLICITATION  
Roanoke Area: October 1, 2008 to September 30, 2009

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/ Unarmed	Hrs Per Day	Start Time	End Time	Performance Days	Security Clearance	Relief	Total Hrs	Start Date	End Date
[REDACTED]														10/01/08	09/30/09
														10/01/08	09/30/09
														10/01/08	09/30/09
														10/01/08	09/30/09
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**EXHIBIT 1A**

**REQUIRED ADMINISTRATIVE FORMS**

<b>Form Number</b>	<b>Form Title</b>
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card
GSA 3155	Offence/Incident Report
SF-78	Certificate of Medical Examination
DHS form 139	Security Guard Sign in and out
139	Record of Time of Arrival and Departure from Building
Form 1103	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record

## EXHIBIT 2A

### VENDOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

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

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

The Vendor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

Type of Equipment	QTY
<b>Vendor provided information Per each facility</b>	

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

**EXHIBIT 2B**

**VENDOR FURNISHED VEHICLE REQUIREMENTS**

1. **Facility:** N/A
  
2. **Equipment:** The vendor 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 BPA, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the vendor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicles shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks.

**3. Vehicle Requirements:**

Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
No Vehicles Required			



**EXHIBIT 2C****VENDOR FURNISHED UNIFORM ITEMS**

1. **Facility:** Exhibit 1
2. **Uniforms:** The vendor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the BPA. Badges, patches and other approved devices worn on the uniforms shall carry distinctive markings of the company in compliance with applicable state and local laws.
3. **Uniform Requirements:**

<b>Uniform Components</b>	<b>Description / Color</b>	<b>QTY</b>
Shirt, long sleeve	Insignia, shoulder patch	5
Shirt, short sleeve	Insignia, shoulder patch	5
Trouser, all season weight		3
Necktie (clip on / break away)	*	2
Jacket, winter, patrol type (Reefer style)	*	1
Cap	Frame style cap	1
Gloves, winter (pair)	*	1
Pistol belt without shoulder strap		1
Level II firearm retention holster - armed security guards/supervisors only (may change based on weapons spec selected)	Slide on belt type with hammer safety strap, left/right, as required.	1
Ammunition clip		3
Ammunition clip belt holder (Armed security guards only) (may change based on weapons spec selected)		2
Duty Belt "Keepers"		4
Expandable or straight Police Baton with holder		1
Handcuffs (pair) and keys	Meet NIJ 0307.1 standards	1
Handcuff case		1
Key strap with flap (if needed)		1
Whistle, with chain attachment	Metal	1
Metal frame cap ornament	White (non-supervisory) Gold (supervisory)	
Nameplate	2-1/2" x 5/8", with 1/4" lettering Gold metal with rounded edges. Black or blue lettering (First initial and last name)	2
Shoes	Pair, Low Quarter Black	1
Micro shield – CPR with belt holder		1

**EXHIBIT 2D**

**VENDOR FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS**

1. **Facility:** Exhibit 1
2. **Supplementary Equipment:** The vendor shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the BPA. The vendor shall maintain all equipment in a ready and usable condition.
3. **Supplementary Equipment Requirements:**

<b>Equipment Item</b>	<b>Description / Color</b>	<b>QTY</b>
Flashlight / with Holder		1 per guard

## EXHIBIT 2E

### VENDOR FURNISHED FIREARMS AND AMMUNITION

#### Contract Guard Firearm Specifications Caliber 9mm

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

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

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

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

The following pistols are recommended:

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

Ammunition type is authorized:

124 grain Jacketed Hollow Points.

Recommended Brands

Federal

Speer

Winchester

Remington

**Exhibit 3A**

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT  
REQUIREMENTS**

1. **Facilities:**     \_VA0964ZZ, VA0491ZZ, VA0613ZZ\_\_\_\_\_.
  
2. **Equipment:** The Government shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

<b>Type of Equipment</b>	<b>QTY</b>
Walkie Talkies	TBD

3. The vendor will provide a listing of radio(s) and associated equipment received from the Government for use on this BPA to the COTR.
  
4. The vendor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

**EXHIBIT 3B**

**GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS**

1. **Facility:** \_\_N/A\_\_.

2. **Equipment:** The Government shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The Government shall provide supplemental vehicle equipment and all associated maintenance. It is the vendor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

3. **Vehicle Requirements:**

Vehicle Type	Hours to be Used	Days Per Week	Tour Restrictions
Not required			

**EXHIBIT 3C**

**GOVERNMENT FURNISHED UNIFORM REQUIREMENTS**

1. **Facility:** \_N/A\_\_\_\_\_.

2. **Uniforms:** The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the BPA. Government furnished uniform items are to be worn/used only while on duty during the performance of this BPA.

3. **Uniform Items:**

Uniform Components	Description / Color	QTY
Not required		

**EXHIBIT 3D**

**GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT  
REQUIREMENTS**

1. **Facility:** \_\_N/A\_\_\_\_.
  
2. **Supplementary Equipment:** The Government shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the BPA. It is the vendor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.
  
3. **Supplementary Equipment Requirements:**

<b>Equipment Item</b>	<b>Description / Color</b>	<b>QTY</b>
Not required		

**EXHIBIT 3E**

**GOVERNMENT FURNISHED FIREARMS AND AMMUNITION**

**The Government will not furnish either firearms or ammunition. The vendor is solely responsible for furnishing firearms and ammunition to its security guards.**



**EXHIBIT 4**

**VENDOR'S TRAINING SCHEDULE AND PLAN**

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

## EXHIBIT 4A

### BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE VENDOR

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

The vendor shall provide a minimum of 64 hours of basic training to all students. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught.

The Instructor is required to notify the vendor 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.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 64 hours of training.

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

**EXHIBIT 4A (CONTINUED)****64 Hours**

<b>Subject</b>	<b>Hours</b>
Overview of the DHS and the FPS (Ch.1, SGIM)	1
Overview of the Roles & Responsibilities of a Contract Security Guard (Ch. 2, SGIM)	1
Ethics and Professionalism Part I: Overview (Ch. 2, SGIM)	1
Ethics and Professionalism Part II: Interactive Training (Ch. 2, SGIM)	1
Principles of Communications Part I: Overview (Ch. 2, SGIM)	1
Principles of Communications Part II: Interactive Training (Ch. 2, SGIM)	1
Professional Public Relations Part I: Overview (Ch. 2, SGIM)	1
Professional Public Relations Part II: Interactive Training	1
Understanding Human Behavior, Part I: Overview (Ch. 2 and 9, SGIM)	1
Understanding Human Behavior, Part II: Interactive Training	1
The Law, Legal Authorities, Jurisdiction and Responsibilities (Ch. 3, SGIM)	2
Crimes and Offenses (Ch. 3, SGIM)	1
Search and Seizure (Ch. 3, SGIM)	1
Authority to Detain (Ch. 3, SGIM)	1
Use of Force (Ch. 3 and Appendix 4, SGIM)	1
Crime Scene Protection (Ch. 3, SGIM)	2
Rules of Evidence (Ch. 3, SGIM)	1
Security Guard Administration (Ch. 4, SGIM)	1
Post Duties (Ch. 4, SGIM)	2
Patrol Methods And Patrol Hazards (Ch. 4, SGIM)	2
General Response Procedures (Ch. 4, SGIM)	2
Access Control (Ch. 5, SGIM)	4
Crime Detection, Assessment And Response (Ch. 6, CGIM)	2
Safety and Fire Prevention (Ch. 7, SGIM)	1
Records, Reports, & Forms (Ch. 8, SGIM)	3
Special Situations (Ch. 9, SGIM)	2
Code Adam (Ch. 4, SGIM)	1
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (Ch. 11 and 14, SGIM)	4
Workplace Violence (Ch. 12, SGIM)	2
Civil Disturbances (Ch. 13, SGIM)	3
Bomb Threats and Incidents (Ch. 14, SGIM)	2
Hostage Situations (Ch. 15, SGIM)	2
Sabotage and Espionage (Ch. 16, SGIM)	2
Defensive Tactics	4
Use of Handcuffs	4
Review & Examination	2

**EXHIBIT 4B****SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE VENDOR**

The vendor shall provide a minimum 9 hours of supervisory training to any security guard prior to performing supervisory functions. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 9 hours of training.

**9 Hours**

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Supervisor’s Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a security guard supervisor, including, that all duty posts are to be manned at all times as required by the BPA; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS BPA Requirements	1	Instructor(s) will review basic FPS BPA requirements and standards of performance for vendors, vendor employees, and the relationship of employees with FPS.
Methods and Theories of Supervision	1	Instructor(s) will discuss various supervision management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.

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

**EXHIBIT 4C**

**TRAINING SUBJECTS PRESENTED BY  
THE GOVERNMENT**

The vendor must coordinate with the COTR to provide 16 hours of Government provided basic training to all students who have not had basic training. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material.

The Instructor shall notify the vendor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility and may be excluded from the required training.

There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 16 hours of training.

**16 Hours**

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Rules and Regulations	1	Discuss FPS’s jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74).
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.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types, and Required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.  Instructor(s) will review and discuss the importance of the following forms: a. Preliminary Investigation;

Subject	Hours	Scope
		b. Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; I. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the BPA duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC).
Role of Local, State and Federal Police Agencies	1	The security guards will be instructed in their relationship to other law enforcement agencies. For the purpose of this training, 50 minutes will be considered as one hour of instruction.
X-Ray and Magnetometer Training  1 time training	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

## EXHIBIT 4D

### VENDOR PROVIDED REFRESHER TRAINING TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS

THE INSTRUCTOR SHALL USE THE SGIM AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

The vendor shall provide a minimum of 40 hours of refresher training to all students who have not had basic training or refresher training within three years. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught.

The Instructor shall notify the Vendor 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.

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.

#### **40 Hours**

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (Ch. 1, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	Instructor(s) will discuss the concept of customer-oriented protection and the role security guards play in this approach to security. FPS will provide the instructor with information on this program to assist in training.
Overview of the Roles & Responsibilities of a Security Guard (Ch. 2, SGIM)	1	Instructor will discuss the typical duties of a BPA Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism	0.5	Describe police professionalism and police



Subject	Hours	Scope
Part I: Overview (Ch. 2, SGIM)		ethics, including the expanding use of security guards and indicate by current trends, where it may be headed in the future.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic.
Principles of Communications Part I: Overview (Ch. 2, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic.
Professional Public Relations Part I: Overview (Ch. 2, SGIM)	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government.
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.
Understanding Human Behavior, Part I: Overview (Ch. 2 and 9, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II:	0.5	Role-playing or other interactive methods between instructor and students using

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Interactive Training		scenarios of human behavior based on the overview of this topic.
The Law, Legal Authorities, Jurisdiction and Responsibilities (Ch. 3, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CH. 3, SGIM)	0.5	Present the security guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should include methods of successful investigative techniques.
Search and Seizure (Ch. 3, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (Ch. 3, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints.
Use of Force (Ch. 3, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (Ch. 3, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (Ch. 3, SGIM)	0.5	Instructor will discuss procedures for handling and protecting evidence. 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

Subject	Hours	Scope
		information on the exclusionary rule and other related items.
Security Guard Administration (Ch. 4, SGIM)	0.5	Instructor(s) will discuss the relationship between the Vendor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (Ch. 4, SGIM)	0.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (Ch. 4, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions. Techniques and ways to eliminate or reduce patrol hazards.
General Response Procedures (Ch. 4, SGIM)	0.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (Ch. 5, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection, Assessment And Response (Ch. 6, SGIM)	0.5	Same as above.
Safety and Fire Prevention (Ch. 7, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers, sprinkler systems, fire alarm systems, and

Subject	Hours	Scope
		other standard fire prevention equipment.
Records, Reports, & Forms (Ch. 8, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract.
Special Situations (Ch. 9, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (Ch. 9, SGIM)	1	Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (Ch. 11, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (Ch. 12, SGIM)	1	Instructor will discuss workplace violence, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (Ch. 13, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.
Bomb Threats and Incidents (Ch. 14, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious.
Hostage Situations (Ch. 15, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (Ch. 16, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and handling hostile or uncooperative persons.

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
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.
Baton Recertification	8	Lecture and hands on training. Re certification based on the vendor certification program or state requirements

**EXHIBIT 4E****VENDOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS**

The vendor shall provide a minimum of 8 hours of basic baton training and certification, 8 hours of firearms classroom training, and 32 hours of live fire training and familiarization to all security guards. In addition to the weapons training, the vendor shall provide for the weapons qualification course and must coordinate with the Contracting Officer for FPS to monitor the course of fire. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught.

The instructor shall notify the vendor 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.

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.*

<b>Subject</b>	<b>Hours</b>	<b>Scope</b>
Use of Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	Provide instruction in the handling and control of the security guard’s firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a “cocked” hammer on a live round.
Familiarization Fire	32	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

**EXHIBIT 4E (CONTINUED)**

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target – ICE QT

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

A total of fifty (50) rounds will be fired with a maximum possible score of two hundred-fifty (250) points. Minimum qualification score is two hundred (200) out of two hundred-fifty (250) for eighty (80) percent.

Marksmanship Ratings:

220-230 = Marksman

231-240 = Sharpshooter

241-249 = Expert

250 = Distinguished Expert

**Course of Fire:**

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YSD	6	Strong hand only from the holster using the bent elbow position with the support arm/hand placed against the upper centerline of the officer's chest	On command the shooter will: Draw and fire one (1) round in two (2) seconds and re-holster. Draw and fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds and re-holster. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage two.

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



STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six (6).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.
7	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two (2) rounds from the left side

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

**Exhibit 4F**

**VENDOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING AND QUALIFICATIONS**

The vendor shall provide a minimum of eight (8) hours of annual baton and/or OC Spray, as appropriate, refresher training and annual weapons qualification using the course of fire in Exhibit 4E of this BPA. **The vendor must coordinate with the COTR to monitor the firearms qualification.**

**EXHIBIT 5A**

**VENDOR’S CERTIFICATION OF BASIC TRAINING**

**Employee’s Name:** \_\_\_\_\_

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

I hereby certify that the above named employee has successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with Exhibit 4A as required by the BPA.

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

The Basic Training Subjects as identified in Exhibit 4A of the BPA were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee’s Score: \_\_\_\_\_

Employee’s Signature: \_\_\_\_\_

**CERTIFIED BY:**

\_\_\_\_\_  
(Printed Name of Vendor’s Authorized Representative) (Signature) (Date)

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

**EXHIBIT 5B**

**VENDOR'S CERTIFICATION OF SUPERVISORY TRAINING**

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

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

I hereby certify that the above named supervisory employee has successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Exhibit 4B as required by the BPA .

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

The Supervisory Training Subjects as identified in Exhibit 4B of the BPA were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

**EXHIBIT 5C**

**VENDOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING**

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

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

I hereby certify that the above named employee has successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Exhibit 4C as required by the BPA.

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

The Government Provided Subjects as identified in Exhibit 4C of the BPA were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Agency)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

**EXHIBIT 5D**

**VENDOR'S CERTIFICATION OF REFRESHER TRAINING**

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

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

I hereby certify that the above named employee has successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Exhibit 4D as required by the BPA.

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

The Refresher Training Subjects as identified in Exhibit 4A of the BPA were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

**EXHIBIT 5E**

**VENDOR'S CERTIFICATION OF BASIC WEAPONS TRAINING**

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

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

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Exhibit 4E as required by the BPA.

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

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

The Weapons Training Subjects as identified in Exhibit 4E of the BPA were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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



**EXHIBIT 5F**

**VENDOR'S CERTIFICATION OF ANNUAL WEAPONS REFRESHER TRAINING**

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

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

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Exhibit 4E as required by the BPA.

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

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

The Weapons Training Subjects as identified in Exhibit 4E of the BPA were presented by:

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Instructor) (Name of Company)

Employee's Score: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**CERTIFIED BY:**

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

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

**EXHIBIT 6**

**VENDOR’S CERTIFICATION OF CONTRACT EMPLOYEE  
ELIGIBILITY REQUIREMENTS**

**Employee’s Name:** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Printed Name of Vendor’s Authorized Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

This certification shall be placed in the vendor employee’s personnel file and shall be updated to reflect certification renewals as they occur.

**EXHIBIT 6A**

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

**Issued at post-award conference.**

**EXHIBIT 6B**

**KEY PERSONNEL RESUME**

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

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

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

**CURRENT POSITION WITH THE VENDOR FIRM:** \_\_\_\_\_

**TIME IN CURRENT POSITION: (Yrs. Mos.)** \_\_\_\_\_

**RESPONSIBLE FOR THE WORK OF:** \_\_\_\_\_ **PERSONS**

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

\_\_\_\_\_

\_\_\_\_\_

**WORK EXPERIENCE:** (Beginning with the most recent for the past 10 years.)

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

Employee's Name:

SSN: - -

**EDUCATION SUMMARY:**

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

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

**EXHIBIT 6C**

**SECURITY SUITABILITY REQUIREMENTS**

<b>Facility Clearance</b>	<b>Required</b>	<b>Not Req'd</b>
Top Secret	<b>X</b>	
Secret	<b>X</b>	

<b>Personnel Clearance</b>	<b>Post Requirements (or "None")</b>
Top Secret	<b>VA0551ZZ</b>
Secret	<b>VA0694ZZ VA0491ZZ VA0613ZZ</b>
DOE "Q"	None
DOE "L"	None
NRC "Q"	None
NRC "L"	None
<b>DHS Suitability HSPD-12</b>	<b>ALL</b>

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

**EXHIBIT 7**

**CONDUCT ON FEDERAL PROPERTY**

**Posted at entrances of Federal buildings.**

**ATTACHMENT 3  
TERMS AND CONDITIONS**

**I. SCHEDULE OF SERVICES**

**01. DESCRIPTION OF SERVICES**

The Contractor shall furnish professional security services, defined by this solicitation as armed guard services and related duties, at Federally owned and leased facilities protected by the Federal Protective Service at various location throughout the Commonwealth of Virginia. In furnishing these services, the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the work statement contained herein.

**02. CONTRACT TYPE**

Services shall be furnished via Blanket Purchase Agreement (BPA) with fixed hourly rates against GSA FSS Contract 084.

**03. ESTIMATED QUANTITIES**

The attached Post Coverage Exhibits provide the basis for the Estimated Quantities of Guard Coverage included on this Pricing Schedule. Those Exhibits reflect the current recurring coverage in the described areas and are provided for estimating purposes only and will be subject to changes reflected in the actual orders issued and modifications thereto. BPA holders will be paid only for services ordered and performed at the established hourly rates. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each task order issued at the established unit prices, as long as the change is within the scope of the BPA and the task order.

**04. PRICES**

**A. Pricing Required for All Services and Performance Periods**

Contractors must quote prices for all services required during the Base Year, as well as for each ordering period, in order to be considered for award. Contractors submitting partial pricing information shall be ineligible for award.

**B. Department of Labor (DOL) Wage Determination (WD) and/ or Collective Bargaining Agreement (CBA)**

1. The minimum wage rates and fringe benefits applicable to the **initial period of performance** are outlined in the Department Of Labor (DOL) Wage Determinations and/or Collective Bargaining Agreement (CBA) included within the request for quotes.
2. The applicable job classifications under this request for quotes is: **Guard II**. This classification reflects the minimum wage rates that the Contractor must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

**C. Unbalanced Pricing**



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

**D. Contingency Pricing**

Contractors 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). For cost/price factors that are subject to variation, but are not subject to adjustment under FAR clause 52.222-43, contractors may factor in contingency allowances.

**E. Pricing of Services**

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

**G. Definitions**

1. Basic Services – Basic services are the permanent ongoing services specifically included in the call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.
2. Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS rate for any temporary additional services requested less than 72 hours prior to the required start of such service. If applicable, the Contractor will be compensated at the TAS rate for a maximum of 72 hours after the start of such services. If the services are still required beyond 72 hours of performance the Basic Service Rate shall apply.
  - a. In the event other agencies contact the Contractor to request Temporary Additional Services under a task order, the Contractor shall notify the FPS COTR and Contracting Officer immediately.
  - b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

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Note: Requests for all services listed above must come from the Federal Protective Service Contracting Officer or his authorized representative.

**II. PACKING AND MARKING**

**01. PAYMENT OF POSTAGE AND FEES**

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

**02. MARKING**

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

**III. INSPECTION AND ACCEPTANCE**

**01. CONTRACTOR'S RESPONSIBILITY**

The Contractor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the task order requirements. The results of inspections conducted shall be documented in an inspection report for submission to the Government. The Contractor shall follow through to assure that all Government and Contractor identified defects or omissions of task order requirements are corrected.

**02. FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)**

- A.** Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of 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, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

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**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.

**IV. DELIVERIES OR PERFORMANCE**

**01. TERM OF CONTRACT**

After BPA award the Contractor shall be given notice to proceed on individual task orders and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR52.232-18, Availability of Funds (APR 1984), contained within the Request for Quotes), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about October 1, 2008. **Performance periods shall be as follows:**

**Base Period: October 1, 2008 through September 30, 2009**  
**Year 2: October 1, 2009 through September 30, 2010**  
**Year 3: October 1, 2010 through September 30, 2011**  
**Year 4: October 1, 2011 through September 30, 2012**  
**Year 5: October 1, 2012 through September 30, 2013**

**02. OPTION TO EXTEND SERVICES**

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

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**V. CONTRACT ADMINISTRATION DATA**

**01. SUBMISSION OF INVOICES**

1. invoices shall now be submitted via one of the following three methods:

**a. By mail:**

DHS, ICE  
Burlington Finance Center  
P.O. Box 1279  
Williston, VT 05495-1279  
Attn: FPS **Region 3 Invoice**

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

802-288-7658

**c. By e-mail:**

[Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

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

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

"...An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.

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(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

**Invoices without the above information may be rejected and returned for resubmission.**

3. All contractors are required to register in the Central Contractor Registration (CCR). This can be performed via the internet at <http://www.ccr.gov>.

4. Invoices shall separately list amounts due for basic and temporary additional services.

**02. PAYMENTS**

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

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this BPA. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this task order and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or FPS be obligated to pay for any hours in excess of the amount identified within a task order (inclusive of all modifications).

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

D. To verify the monthly payment for productive man-hours, the CO's designated representative may compare the man-hours required in the task order with the DHS 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 and funded on the contract/task

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order. If variances are noted between the invoice and the DHS Form 139, the Government will propose a contract deduction. For example, If the task order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the COTR and/or CO.

**03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE**

**A. Deductions for Failure to Provide Man-hours**

1. To compute man-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out forms.
2. **Reduction at Post – In the event that posted guards were released or were not required to report due to weather closure, Presidential declared holiday, or similar unforeseen occurrence, payments will be made only for the hours actually worked.**
3. In the event the Contractor reports more hours than are reflected on the DHS Form 139, or any other approved Sign-in/Sign-out form, the approved form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

**B. Contractor Use of DHS Form 139, or Approved Alternate**

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

**04. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

**A. Contracting Officer (CO)**

1. The CO for this RFQ and resultant award is: Desiree Blakey, Federal Protective Service, East Consolidated Contracts Group, 701 Market Street, Suite 4200, Philadelphia, PA 19106. Ms. Blakey can be reached by telephone at (215) 521-2188 and FAX at (215) 521-2169

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2. Administrative Contracting Officer will be assigned after award of the order.
3. The CO has the overall responsibility for the administration of the order. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the order terms and conditions; make final decisions on unsatisfactory performance; terminate the order for convenience or default; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

**B. Contracting Officer's Technical Representative (COTR)**

1. The COTR for the order is:

**(To be determined upon award of order)**

2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the BPA Call Order work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR 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 the BPA Call Order, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the BPA Call Order 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 award of the BPA Call Order, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR cannot make any decisions regarding the performance of the task order 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 COTR directs the Contractor to perform work that the Contractor believes is not part of the BPA Call Order or part of the COTR'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.

**VI. CONTRACT CLAUSES**

In addition to the contract clauses in the General Services Administration's Schedule 84 (Solicitation: 7FCI-L3-030084-B Refresh 5), the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.

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- 01. Clauses Incorporated by Reference.** The following Clauses are incorporated 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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-5	Covenant Against Contingent Fees	APR 1994
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-8	Annual Representations and Certifications	JAN 2006
52.209-5	Certification Regarding Debarment, Suspension Proposed Debarment, and Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions-Commercial Items	SEP 2005
52.222-4	Contract Work Hours and Safety Standards Act — Overtime Compensation	JUL 2005
52.222-24	PreAward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-43	Fair Labor Standards Act and Service Contract Act Price Adjustment	NOV 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-1 Alternate I	Government Property	JUN 2007
52.245-9	Use and Charges	AUG 2005
52.249-2	Termination for Convenience of the Government	MAY 2004
52.249-8	Default	APR 1984
3052.204-70	Security Requirements for Unclassified Information Technology Resources	JUN 2006
3052.211-70	Index for Specifications	DEC 2003
3052.215-70	Key Personnel or Facilities	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	Insurance	DEC 2003



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3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

**02. Clauses Incorporated by Full Text**

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

This contract is subject to the written approval of the Contracting Office, and shall not be binding until so approved.

**FAR 52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

**FAR 52.232-11 Extras (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Blanket Purchase Agreement (BPA) with fixed hourly rates against General Services Administration (GSA) Federal Supply Schedule Contract 084 resulting from this Request For Quotes.

**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 BPA. 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 15 calendar days before the BPA expires.

(End of clause)

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

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

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF BASIC HOURLY RATE AS FRINGE BENEFITS</u>
<b>Guard 2 (armed)</b>	<b>\$15.12</b>	<b>32.85%</b>
		<b>Retirement</b>
		<b>Health Ins</b>
		<b>Life Ins</b>

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

- 1 New Year's Day
- 2 President's Day
- 3 Martin Luther King's Birthday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Columbus Day
- 8 Veterans Day
- 9 Thanksgiving Day
- 10 Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

(1) 2 hours of annual leave each week for an employee with less than three years of service.

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

(3) 4 hours of annual leave each week for an employee with 15 or more years of service.

WAGE DETERMINATION:

The various classes of service employees who will be employed in the performance of the contract(s) issued as a result of this Request for Quote must be paid the minimum monetary wage and shall be furnished fringe benefits that are in accordance with the applicable Wage Determinations and/or CBA for the particular area where a task order will be performed. Wage determinations are 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 and will be provided with the individual task orders issued under the resultant contract(s). Contractors are fully responsible for compliance with the

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requirements of SCA and other labor laws as applicable. Payment of employees at less than the minimum required wages and/or fringe benefits are a violation of SCA.

(End of clause)

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(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:

Desiree Blakey  
Federal Protective Service  
East Consolidated Contracts Group  
701 Market Street, Suite 4200  
Philadelphia, PA 19106.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of clause)

**FAR 52.237-1 - SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site(s) where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site(s) constitute grounds for a claim after contract award.

(End of clause)

**FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation.  
(APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that

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must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

**3052.204-71 Contractor employee access (JUN 2006)**

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or

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subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES  
(JUN 06)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland

Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

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

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

**ATTACHMENT 3  
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;

**ATTACHMENT 3  
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- (iv) convertible debt instruments; and
- (v) others similar interests.

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

**(f) Disclosure. The offeror under this solicitation represents that [Check one]:**

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

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

**INSURANCE REQUIREMENT**

- a. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. Automobile liability insurance, written on the comprehensive form of policy, is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Note: The clause "Insurance" requires that "**The United States of America, acting by and through the Federal Protective service**" be named as an additional insured for general liability.

- b. The coverage's specified below, pursuant to FAR 28.207 reflects the minimum insurance required.

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage.

Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) GENERAL LIABILITY

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

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(3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) HAZARDOUS MATERIALS

Hazardous Materials - Catastrophic Insurance - Occurrence Type Insurance. The Contractor shall carry occurrence insurance to cover claims involving the removal, transportation, and disposal of the asbestos and or PCB materials and contaminated removal equipment. The coverage shall be a minimum of \$1,000,000 per occurrence for all projects. This insurance coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim may arise out of the work that was performed, all materials and hardware so contaminated are satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.

Note: Paragraph (4) above applies only if asbestos and /or PCB materials are removed, transported or disposed of.

c. The Contractor selected for award shall be required to submit satisfactory evidence of insurance prior to being permitted to commence work.

(End of clause)

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

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

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

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

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



**ATTACHMENT 3  
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

(End of clause)

**ATTACHMENT 4**  
**Past Project Form**

**NOTE: THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE OFFERORS QUOTE FOR EACH PREVIOUS PROJECT.**

OFFEROR: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

CONTRACT/PROJECT NUMBER OR IDENTIFIER: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PLACE OF PERFORMANCE: \_\_\_\_\_

PERIOD OF PERFORMANCE: \_\_\_\_\_

TOTAL CONTRACT/PROJECT DOLLAR VALUE: \_\_\_\_\_

NUMBER OF GUARDS EMPLOYED ON CONTRACT/PROJECT: \_\_\_\_\_

CUSTOMER POINT OF CONTACT: \_\_\_\_\_

POC PHONE: \_\_\_\_\_

POC E-MAIL: \_\_\_\_\_

Include a narrative, one page or less, of the description of the work performed and similarities to the proposed contract in the RFQ. Indicate if the experience was as a prime or subcontractor. If experience was as a subcontractor, give name, telephone number and point of contact of the prime contractor as well as the customer. Provide a brief description of problems encountered on the project and your corrective action.

PAST PERFORMANCE QUESTIONNAIRE  
ARMED GUARD SERVICES FOR THE COMMONWEALTH OF VIRGINIA

NAME OF CONTRACTOR REQUESTING THE REFERENCE:

\_\_\_\_\_

The purpose of this questionnaire is to obtain information regarding the quality of the above named Contractor's past performance relative to a contract, completed or in progress, at your company/agency. The Federal Protective Service is considering this Contractor for armed Guard Services at various Federal buildings located in the Commonwealth of Virginia. We would greatly appreciate your input regarding the quality of the Contractor's past performance.

Handwritten responses are sufficient. It is requested that the individual(s) responsible for the administrative oversight of the project (e.g. security specialist, COTR, etc.) respond to this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate.

Upon completion of the survey, please email to [desiree.blakey@dhs.gov](mailto:desiree.blakey@dhs.gov) or FAX to the attention of Desiree Blakey @ (215) 521-2169. If you have any questions, please call **Desiree Blakey @ (215) 521-2188.** We appreciate your efforts on our behalf.

PROJECT TITLE AND LOCATION: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_

CONTRACT COMPLETION DATE: \_\_\_\_\_

CONTRACT COST PER YEAR: \_\_\_\_\_

AVERAGE NUMBER OF GUARDS PER YEAR: \_\_\_\_\_

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

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

PAST PERFORMANCE QUESTIONNAIRE  
ARMED GUARD SERVICES FOR THE COMMONWEALTH OF VIRGINIA

QUESTIONS

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

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAST PERFORMANCE QUESTIONNAIRE  
ARMED GUARD SERVICES FOR THE COMMONWEALTH OF VIRGINIA

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

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Did the Contractor provide a level of supervision sufficient to ensure effective performance by the productive security guards over the course of the Contract?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAST PERFORMANCE QUESTIONNAIRE  
ARMED GUARD SERVICES FOR THE COMMONWEALTH OF VIRGINIA

8. Please discuss the Contractor's management in dealing with administrative matters that arose during performance.

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Would you recommend this firm to other agencies?

*Circle one:*

*Highly Recommend*

*Recommend*

*Would Not Recommend*

10. Overall how would you rate the Quality of the Contractor's Performance?

*Please circle one*

**Outstanding** – Requirements are consistently being exceeded and performance is consistently of high quality

**Satisfactory** – Requirements are consistently being met and performance is generally adequate or better.

**Marginal** – Requirements are generally met, however sometimes performance is less than adequate

**Unsatisfactory** – Requirements are generally not being met or performance is consistently of poor quality.

RFQ HSCEE3-08-Q-0003

Armed & Unarmed Guards- State of Virginia

Attachment #5

PAST PERFORMANCE QUESTIONNAIRE

ARMED GUARD SERVICES FOR THE COMMONWEALTH OF VIRGINIA

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

Your Name: \_\_\_\_\_

Your Position: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SCHEDULE OF PRICES**

**COMMONWEALTH OF VIRGINIA**

**BASIC SERVICES**

ARMED GUARD SERVICES – Quote an hourly price for providing basic armed guard services as described herein: (quantities listed are for evaluation purposes only):

- CLIN 0001 Base Year (10/01/08-09/30/09) \_\_\_\_\_per hour x 300,000 hrs
- CLIN 0003 Year 2 period (10/01/09–09/30/10) \_\_\_\_\_per hour x 300,000 hrs
- CLIN 0005 Year 3 period (10/01/10-09/30/11) \_\_\_\_\_per hour x 300,000 hrs
- CLIN 0007 Year 4 period (10/01/11 – 09/30/12) \_\_\_\_\_per hour x 300,000 hrs
- CLIN 0009 Year 5 period (10/01/12 – 09/30/13) \_\_\_\_\_per hour x 300,000 hrs

**EMERGENCY SERVICES**

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

- CLIN 0002 Base Year (10/01/08 – 09/30/09) \_\_\_\_\_per hour x 2,500 hrs
- CLIN 0004 Year 2 period (10/01/09 – 09/30/10) \_\_\_\_\_per hour x 2,500 hrs
- CLIN 0006 Year 3 period (10/01/10 – 09/30/11) \_\_\_\_\_per hour x 2,500 hrs
- CLIN 0008 Year 4 period (10/01/11 – 09/30/12) \_\_\_\_\_per hour x 2,500 hrs
- CLIN 0010 Year 5 period (10/01/12 –09/30/13) \_\_\_\_\_per hour x 2,500 hrs



**ATTACHMENT 7**

**QUOTATION COVER SHEET**

All vendors wishing to reply to this solicitation shall respond with a Quotation Cover Sheet. This Cover Sheet shall include the information listed below in letters a through n.

- a. Name of Firm
- b. Address
- c. City, State and Zip Code
- d. Data Universal Numbering System (DUNS) Number
- e. Taxpayer Identification Number (TIN)
- f. Point of Contact
- g. Office Telephone Number
- h. Office Facsimile Number
- i. Cell Phone Number
- j. Electronic Mail Address
- k. Federal Supply Schedule Contract Number
- l. Current Term of the FSS Contract
  - Remaining Options to FSS Contract
  - Prompt Payment Terms (Discount)
- m. Acknowledgement of Amendments to Solicitation
- n. Signature Block with Name, Title and Date

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**DECO SECURITY SERVICES**

**and the**

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA**

**and**

**ITS LOCAL 40 (Richmond, Roanoke, Charlottesville and Outlying Areas)**

**And**

**ITS LOCAL 226 (Norfolk)**

**DHS Security Guards**

**State of Virginia**

**2006-2009**



May 4, 2006

Ms. Cynthia Palmer, Contracting Officer  
DHS/Federal Protective Service  
Mellon Independence Center  
701 Market Street, Suite 4200  
Philadelphia, PA 19106

RE: Contract GS-03P-03-GID-0027  
Security Guards - State of Virginia  
Collective Bargaining Agreement

Dear Ms. Palmer:

We are pleased to supply you with the newly agreed upon collective bargaining agreement that DECO, Inc. has reached with the United Government Security Officers of America. This is the Union that represents the employees on the above referenced contract.

If there are any questions or issues with this, please feel free to contact me at any time and I will be glad to discuss them with you.

Thank you for your continuing support of our contract effort. We look forward to continued service to the government.

Sincerely,

Andy Pierucki  
Chief Operating Officer

Attachment

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## COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered as of the 2<sup>nd</sup> day of May, 2006, by and between DECO SECURITY SERVICES, with offices currently located at 14275 Golf Course Drive, Suite 250, Baxter, Minnesota 56425, hereinafter referred to as the "Employer" or "Company," and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, ITS LOCAL 40 AND ITS LOCAL 226, with offices currently located at 7230 Meade Street, Westminster, Colorado 80030 hereinafter referred to as the "Union."

### ARTICLE 1 - RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to all full-time and regular part-time security officers employed by the Employer assigned to the federal buildings located in Richmond, Roanoke, Charlottesville and outlying areas in the State of Virginia (excluding Norfolk), pursuant to the Employer's Contract No. GS-07F-0103M (the "DHS Contract") with the U.S. Department of Homeland Security ("DHS"), for the provision of security services at said facilities, but excluding all office clerical employees, professional employees, contract manager, assistant contract manager, captains, lieutenants, supervisors, and all other employees of the Employer.

**Section 2.** This recognition of the Union only applies to the extent the work is being performed pursuant to the DHS Contract. Furthermore, it is agreed that (a) the Employer shall have no liability as a successor employer for events occurring before the awarding of the DHS Contract, and (b) any past practices of the Employer which occurred prior to the date hereof are hereby merged into this Agreement.

**Section 3.** The term “employee” when used in this Agreement shall refer to the employees in the bargaining unit described in Article I, Section 1, above. The term “full-time employee” shall refer to employees who are classified as “full-time” and regularly scheduled to work thirty six (36) or more hours per regular workweek.

**Section 4.** It is expressly understood that in the event of an emergency or for non-routine situations on a temporary basis, non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the DHS. For purposes of clarification, bargaining unit employees that are not members of the Union may perform bargaining unit work.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section 1.** The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to: manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the DHS’ facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; after negotiation with the Union to temporarily subcontract any part of its operations or to supplement its existing operations, including unit work; to select and determine supervisory employees; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to

establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the DHS and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

**Section 2.** The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause subject only to the express and specific terms of this Agreement.

### **ARTICLE 3 - SENIORITY**

**Section 1.** Seniority shall be the length of continuous service from the employee's last date of hire as a security guard in the bargaining unit (for the Employer or a predecessor federal contractor). Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, and other situations as provided for in this Agreement. If (i) an employee becomes a supervisor and consequently not a member of the bargaining unit, (ii) within six (6) months thereafter such employee is no longer a supervisor and rejoins the bargaining unit, and (iii) during the entire six (6) month period, the individual has been employed by the Employer, then such employee shall retain his/her original seniority date.



**Section 2.** Newly hired employees shall be regarded as probationary employees for the first ninety (90) days of work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. Upon written notification and a supporting good faith explanation to the Union, the Employer can extend any probationary period up to an additional thirty (30) days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

**Section 3.** Separate seniority lists for full-time and part-time employees will be posted and maintained by the Employer and the Employer shall furnish copies of the seniority list to the Union's local president on a quarterly basis. An employee's standing on the posted seniority list will be final unless protested in writing to his or her Captain not later than thirty (30) calendar days after the list has been posted. If (i) a full-time employee becomes a part-time employee, or (ii) a part-time employee who becomes a full-time employee, then such employee will be placed at the bottom of the seniority list to which the employee transferred, so long as the transfer was voluntary.

**Section 4.** Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records.

**Section 5.** The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- (a) the employee quits or retires;
- (b) the employee is discharged under the terms of this Agreement;
- (c) the employee is absent from work for a period of 72 hours without advising the Employer, regardless of the reason for such absence;
- (d) the employee fails, within five (5) working days after receipt of the Employer's notice of recall, to report to work as required by the notice;
- (e) the employee overstays a leave of absence or a vacation for a period of 24 hours without advising the Employer, regardless of the reason;
- (f) the employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave;
- (g) a settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- (h) the employee is laid off for a continuous period of one (1) year or the length of his/her seniority at the time of layoff, whichever is less;
- (i) the employee has falsified or misrepresented information on his/her application for employment or any other documentation including without limitation medical information provided to the Employer or the Government;
- (j) the employee is convicted of a criminal offense;
- (k) the employee fails to establish that he or she satisfies the weapon and/or medical standard requirements of the Employer or DHS, to continue to work under the DHS Contract as a security guard and documentation is provided to the affected employee or the Union;

(l) the employee's clearance, credentials or qualifications to work under the DHS Contract is revoked, suspended or terminated by the DHS, or the DHS requests or requires the removal of the employee from working under the DHS Contract or the DHS determines that it is not in the best interest of the Government or the DHS Contract for the employee to continue working under the DHS Contract and documentation is provided to the affected employee or the Union; or

(m) A unit member who has accepted a position in supervision or management remains in such supervision or management position after the expiration of the probationary period for such supervision or management position.

#### **ARTICLE 4 - TRANSFERS, LAYOFF AND RECALL**

**Section 1.** Whenever it is necessary to layoff employees, or if the DHS Contract is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

**Section 2.** Full-time employees - When full-time positions are being reduced:

- (a) probationary full-time employees shall be laid off first;
- (b) should it be necessary to further reduce the full-time work force, non-probationary employees shall then be laid off in the inverse order of their seniority. Any full-time employee being displaced under this provision who has more seniority than the least senior part-time employee, may bump that part-time employee, at his/her discretion, and thereby the least senior part-time employee will be laid-off.

**Section 3.** Regular part-time employees - When regular part-time positions are being reduced:

- (a) probationary part-time employees shall be laid off first;

(b) should it be necessary to further reduce the work force of regular part-time employees, non-probationary part-time employees will be laid off in the inverse order of their seniority. A part-time employee being displaced under this provision may not bump a full-time employee.

**Section 4.** Laid-off employees are not eligible for any compensation or benefits (other than unemployment compensation) during their periods of layoff.

**Section 5.** Employees who have been laid-off or who bump to a different position or classification (i.e., full-time v. part-time) as a result of being displaced in accordance with this Article, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another position covered by this Agreement in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position to which he/she is transferred.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section 1.** For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term "days" as used in this Article shall not include Saturday, Sunday and holidays (as observed under this Agreement).

**Section 2.** The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal

concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events which have occurred more than five (5) days before the grievance is filed with the Employer.

**Section 3.** All grievances shall be presented and processed in accordance with the following procedure:

(a) Step One - Any non-probationary employee having a grievance, or a non-probationary employee designated by a group of non-probationary employees having a grievance, must discuss the grievance with the appropriate supervisor within five (5) days from the date the event giving rise to the grievance occurs. The employee shall document the date and time of the discussion and the name of the supervisor that was involved in the discussion. The failure of the employee to document as provided in the previous sentence shall automatically constitute a voluntary withdrawal and waiver of the grievance. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall answer the complaint promptly.

(b) Step Two - If a grievance is not resolved at Step One, the grieving employee must reduce the grievance to writing and include a detailed explanation of the facts giving rise to the grievance, a reference to a specific section of this Agreement the employee asserts was violated by the Employer, the relief requested and present the written grievance to the Employer's Contract Manager within five (5) days after the completion of Step One. The written grievance shall be signed by the grieving employee or the Union, countersigned by the Contract Manager acknowledging receipt of the

grievance. The grievant, a Union representative (if requested by the grievant) and the Contract Manager (or his/her designee) shall meet to discuss the grievance. The Contract Manager shall give a written decision to the grievant within ten (10) days after receipt of the grievance.

(c) Step Three - If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union's local office and to the President (of his designee) of the Employer within ten (10) days after the completion of Step Two. The Employer's President (or his designee) may meet with the grievant and the Union representative (either telephonically or in-person) to discuss the grievance. The Employer's President (or his designee) shall give a written decision to the grievant within fifteen (15) days after receipt of the grievance.

(d) Step Four - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request for arbitration to the other party within fifteen (15) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Contract Manager. Step Four is limited as follows:

(i) No individual grievant may move a grievance to Step Four. Only a Union officer who is not the grievant may accept the grievance on behalf of the Union and move the grievance to Step Four.

(ii) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the DHS Contract, or the Employer's adherence to a request or requirement of the Government or the Government's position that an employee's continued working under the DHS Contract is not in

the best interest of the Government or the DHS Contract, shall be processed to Step Four since those matters are not arbitrable.

(iii) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall request the Washington D.C. office of the American Arbitration Association (“AAA”) to supply the Union and the Employer with a list of arbitrators to hear the arbitration. An arbitrator will then be selected from the list supplied by the AAA by the parties (starting with the Employer) alternatively striking from the list until one name remains, and this individual will be the arbitrator to hear the case. If either party encounters two or more procedural errors by the AAA during the term of this Agreement, that party may require that future arbitrations be heard by the Federal Mediation and Conciliation Service (instead of the AAA) by giving written notice to the other party, such notice will not apply to any arbitration matters then being processed by the AAA. The failure of the Union or the Employer, for any reason, to timely initiate the process to select an arbitrator as provided above or the failure of the Union or the Employer, for any reason, to timely submit the matter to the AAA as provided above, shall be deemed a withdrawal of the request for arbitration and the arbitration shall be forever waived and no arbitrator shall have jurisdiction over the issues raised in the request for arbitration.

(iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.

(v) The arbitrator's fee and expenses and the cost of any hearing room shall be equally shared by the parties. The cost of a transcript of the proceedings shall be paid by the party requesting a copy of the transcript. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

(vi) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the DHS, the contracting officer or other official of the Government.

(vii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than five (5) days, and shall be



offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the grievant's part to properly mitigate his/her damages. Any award of front pay and emotional distress/pain and suffering shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance.

**Section 4.** The Union shall have the right to file a group grievance on grievances involving more than one (1) non-probationary employee at Step One of the grievance procedure within five (5) working days of the event giving rise to the grievance.

**Section 5.** Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure. If factual information is discovered for the first time during any step in the grievance process, such newly discovered information may provide the basis for a new grievance, which grievance must re-start at Step One.

#### **ARTICLE 6 - MANDATORY ARBITRATION**

**Section 1.** Unless otherwise subject to the grievance provisions herein or not otherwise arbitrable as provided herein and except for filing charges or complaints with the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board or any other federal, state or local governmental agency, any claim arising out of or relating in any manner to the employment of any employee with the Employer, shall be settled by binding arbitration in accordance with the AAA Rules on Employment Disputes then in effect. Claims subject to this Article include, but are not limited to, any claims alleging a violation of the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the

Age Discrimination in Employment Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Virginia Human Rights Act, the National Labor Relations Act or similar state law, the Veterans Reemployment Act, the Uniformed Services Employment and Reemployment Rights Act, the Worker Adjustment and Retraining Act, and any action for defamation, libel, slander, negligence, negligent hiring, negligent training, negligent supervision, negligent retention, contract claims (except for those subject to the grievance provisions herein), conversion, constitutional claims, violation of any state consumer protection laws, interference with contractual relationships, fraud, intentional or negligent misrepresentation, discrimination and harassment of any kind, including failure to promote claims, retaliation of any kind, tortious interference with business relations or expectancy, false imprisonment, intentional or negligent infliction of emotional distress, wrongful termination in violation of public policy or otherwise, any protected activity, breach of covenant of good faith or fair dealing, whether arising under statute or common law, and all other federal, state and local laws, statutes and regulations.

**Section 2.** The Arbitration proceedings conducted pursuant to this Article shall be confidential and held in a mutually agreeable location within twenty miles of the employee's most recent work location in the State of Virginia. In no event may a demand for arbitration be made after the date when the institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable federal and/or state law.

**Section 3.** A demand for arbitration shall be served on the Employer's Contract Manager and a copy provided to an officer of the Union, who is not the party bringing the arbitration. Arbitration shall be conducted by a single arbitrator (the "Arbitrator") selected by the AAA. The Arbitrator must be a person experienced in employment law and must have served as an arbitrator in not less than three (3) prior employment law arbitrations conducted under the

AAA rules. The Arbitrator must not be a person who ever has been an affiliate of or attorney for any party or the Union, or for any of their respective affiliates, or for the legal counsel for any party or the Union.

**Section 4.** All materials and information obtained in discovery shall be kept confidential. Arbitration shall be completed within six (6) months from the date of filing the first Statement of Claim with the AAA. The Federal Rules of Evidence shall apply to the arbitration hearing.

**Section 5.** Any provisional remedy that would be available from a court of law shall be available from the Arbitrator to the parties' pending arbitration. Any party may, without inconsistency with this Agreement, apply to any court of proper jurisdiction and seek injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

**Section 6.** The Arbitrator shall issue a confidential, reasoned arbitration award that includes written findings of fact and conclusions of law supporting the award. The Arbitrator shall have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. However, the Arbitrator may otherwise award all remedies that would be available in a court of competent jurisdiction. Judgment on any arbitration award may be entered by any party in any court of competent jurisdiction. The arbitration award may be modified and/or vacated only on the grounds available under the Federal Arbitration Act or at common law.

**Section 7.** All expenses of the arbitration shall be borne 60% by the Employer and 40% by the Union. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. Notwithstanding the foregoing, the

Arbitrator shall be entitled to tax and assess reasonable costs (including the fees of attorneys and the Arbitrator) in favor of the prevailing party and against the non-prevailing party to the extent allowed by applicable federal and/or state law.

**Section 8.** The provisions of this Article shall survive the termination or expiration of this Agreement. Any dispute regarding the applicability of this Article to a particular claim or controversy shall be arbitrated as provided herein. This Article shall be governed and enforced by the Federal Arbitration Act.

## **ARTICLE 7 - DISCIPLINE**

**Section 1.** No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the DHS Contract by the DHS, the employee's authority to work as a security guard under the DHS Contract is otherwise removed, suspended, denied or terminated by the DHS, or the Employee no longer satisfies the DHS' qualifications for his or her position, the Employee may be terminated without recourse to the procedures under this Agreement and the employee/Union waives any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, a copy of any written supporting documentation from or to the Government shall be provided to the affected employee or the Union. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the DHS or as otherwise provided herein), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (excluding Saturdays and Sundays and holidays observed under this Agreement) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in Article V of this Agreement.

**Section 2.** Subject to the foregoing, discipline shall be applied in the following manner:

(a) Level 1 Offense

(i) With respect to the first Level 1 offense, the employee will be given a verbal warning within thirty (30) days after the date of the offense. Evidence of the verbal warning shall be placed in the employee's personnel file.

(ii) With respect to the second Level 1 offense, the employee will be given a written warning within thirty (30) days after the date of the offense.

(iii) With respect to the third Level 1 offense, the employee shall be suspended without pay for a period of up to seven (7) days at the sole discretion of the Employer. The Employer may consider whether it will be required to pay overtime to any other employee to cover the schedule of the suspended employee.

(iv) With respect to the fourth Level 1 offense, the employee may be terminated, at the sole discretion of the employer.

(v) A Level 1 offense shall mean the following:

(1) breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the DHS and/or its tenants or otherwise in accordance with the policies of the Employer,

(2) improper discussion of workplace issues with the Government; including, but not limited to, any issue that could be the subject of a grievance under this Agreement,

(3) having personal visitors or relatives on Company or Government property while on duty,

(4) using personal radios, televisions, computers, cell phones while on duty,

(5) visiting or being on Government property while off duty unless utilizing the services of a Government agency located in the building,

(6) engaging in any unauthorized outside employment,

(7) any unexcused lateness to an assigned post,

(8) failure to show up for scheduled work,

(9) failure to call-off with less than four (4) hours notice (except for sickness), and

(10) failure to provide a note from a doctor as required in Article 14, Section 4 of this Agreement.

(b) Level 2 Offense

(i) Subject to the foregoing, any other offense, including without limitation, the following offenses, shall subject an employee to immediate discharge:

(ii) abuse of authority,

(iii) neglect of duty,

(iv) breach of security,

(v) sabotage,

(vi) conduct which impugns or disparages the DHS or its agents, or the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law,

(vii) inappropriate conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform,

(viii) violation of the code/standards of conduct/any employee personnel policy manual of Employer and/or security guard manual,

(ix) dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics,

(x) immoral conduct,

(xi) fighting,

(xii) breach of building rules or regulations,

(xiii) sleeping while on duty,

(xiv) destruction of property,

(xv) criminal misconduct,

(xvi) the employee is insubordinate,

(xvii) disorderly conduct, use of abusive or offensive language/swearing, quarreling,

(xviii) violation of any other requirements or policies of the Employer or the Government,

(xix) improper use of a firearm or possession of a firearm, ammunition or explosives not issued or authorized by the Employer,

(xx) unauthorized use of communication equipment, computers, internet access, telephone, or facsimile machine,

(xxi) any conduct which causes the Government to issue a monetary penalty or deduction against the Employer,

(xxii) engaging in sexual, racial or any other form of harassment or any other conduct prohibited by the Employer,

(xxiii) failure to provide written notice to the Employer and any other appropriate official of being under investigation, arrested, charged or resulting conviction of a crime or act of domestic violence,

(xxiv) improper use of official authority or credentials including misrepresentation of titles or scope of authority,

(xxv) lending or giving Company or Government keys or access codes to unauthorized persons,

(xxvi) revealing security information to any unauthorized person or entity

(xxvii) being negligent or careless in a manner which could result in danger, damage, injury or loss to any employee, the Employer or the Government,

(xxviii) threatening or intimidating co-workers, supervisors, management, any Government employees or visitors in any Government building, by words or action,

(xxix) failure to perform the essential elements of the employees job,

(xxx) assault or participation in disruptive activities,

(xxxi) falsification or concealment, removal, mutilation or destruction of any reports, documents or records,



(xxxii) concealment of material facts by willful omissions in any reports, documents or records,

(xxxiii) failure to cooperate or interference with any official investigation,

(xxxiv) unreasonable delays or failure to complete job assignments,

(xxxv) conducting personal business while on duty,

(xxxvi) refusing to assist someone as required in post orders,

(xxxvii) failure to follow instructions and directions from supervisors in the chain of command,

(xxxviii) for employees working in the Norfolk area only and hired after June 1, 2006, failure to submit Employer required forms to obtain Department of Defense security clearance, and

(xxxix) leaving a post without being properly relieved.

#### **ARTICLE 8 - JOB OPPORTUNITIES**

**Section 1.** Except for vacations, sick days, no shows, leaves of absence of less than ninety (90) days, if any vacancy occurs on the “day shift” which is normally filled by a full-time employee, for a period of five (5) days, the Employer will post notice of the vacancy on the day shift in the operational area (as defined by the Employer) in which the vacancy occurs. The Employer will consider all qualified full-time applicants, including transfer requests from full-time employees, received by the Employer within ninety (90) days preceding the creation of the vacancy. Subject to the approval of the Government and the best interest of the Employer’s operations, the Employer will assign the most senior qualified applicant to the day shift, but not necessarily the vacated post, who is already based at the operational area (as defined by the Employer). If filling the day shift vacancy creates a second day shift vacancy, the second day

shift vacancy will be filled according to this Section. If filling the second day shift vacancy creates a third day shift vacancy or more vacancies, the Employer may fill such third and all subsequent vacancies as the Employer deems appropriate, giving due consideration to seniority. For purposes of this Section, the "day shift" shall mean a shift starting at 6:00 a.m. or later and ending at 6:00 p.m. or earlier.

**Section 2.** In the interest of maintaining continuing operations, for a period of up to sixty (60) days, subject to Article 1, Section 4, the Employer may temporarily assign an employee from the bargaining unit to a vacancy until the shift is filled according to this Article.

#### **ARTICLE 9 - HOURS OF WORK/OVERTIME/CALL-IN PAY**

**Section 1.** Assignments shall be scheduled at the discretion of the Employer to fulfill the needs of the DHS. Nothing contained herein shall guarantee to any employee (i) any number of hours of work per day or week, (ii) any particular shift (except as provided in Article VIII), or (iii) a particular post assignment.

**Section 2.** If (i) an employee is not scheduled to work on a particular day, (ii) is requested to work by the Employer on such day, (iii) the employee arrives prepared to work, and (iv) is not given any assignment by the Employer on such day, then the employee will be paid three (3) hours of pay at the employee's regular base hourly rate.

**Section 3.** An overtime rate of one and one-half (1½) times an employee's base hourly pay (exclusive of health and welfare and other fringe benefits) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

**Section 4.** Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

**Section 5.** If the Employer has less than 24 hours advance notice that overtime will be required, or that an employee will be required to work beyond the hours scheduled on a particular day, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline up to and including immediate termination.

**Section 6.** If the employer has advance notice of 24 hours or more that overtime will be required, or that an employee will be required to work beyond the hours scheduled on a particular day, whenever possible, such overtime will be offered to each full-time employee, in an operational area, based upon seniority, then to each part-time employee, in the same operational area, based upon seniority, then to each full-time employee in other operational areas, based upon seniority, and then to each part-time employee in other operational areas, based upon seniority, provided that the Employer is not required to offer overtime to any employee that (i) is then scheduled to work forty (40) hours or more during the work week, or (ii) the additional overtime hours, when added to the hours then scheduled to work for such employee, will exceed forty (40) hours in the work week. In order to accomplish the foregoing, on a monthly basis, the employer shall post, at each operational area, a sign-up sheet for that operational area and other operational areas, for full-time employees and similar sign-up sheets for part-time employees desiring to work overtime during the month. If the Employer determines that an insufficient number of employees sign up to work overtime, then overtime shall be mandatory for those employees that do not sign-up and shall start at the bottom of the seniority list.

**Section 7.** Each employee may be required to punch in on the time clock when reporting for duty, to punch out and in for lunch if the employee leaves the building, and to punch out at the end of the employee's shift, or to otherwise maintain time records as required by the Employer. Employees who work at post which provide self-breaks must obtain permission before leaving the premises for break periods or during Employer paid lunch breaks.

**Section 8.** The Employer shall provide a projected schedule with days off and daily work assignments at least once every two weeks.

### **ARTICLE 10 - WAGES**

**Section 1.** Effective June 1, 2006, the base hourly wages for non-probationary employees shall be as follows:

Armed Guards	\$14.00 per hour
Unarmed Guards (except in the cities of Fredericksburg, Culpepper, and Harrisonburg)	\$12.00 per hour
Unarmed Guards in the cities of Fredericksburg, Culpepper, and Harrisonburg	\$12.50 per hour

The base hourly wage for probationary employees shall be \$1.00 per hour less than the base hourly wages described above.

**Section 2.** Effective June 1, 2007, the base hourly wages for non-probationary employees shall be as follows:

Armed Guards	\$15.00 per hour
Unarmed Guards	\$13.00 per hour

The base hourly wage for probationary employees shall be \$1.00 per hour less than the base hourly wages described above.

**Section 3.** Effective June 1, 2008, the base hourly wages for non-probationary employees shall be as follows:

Armed Guards	\$16.00 per hour
Unarmed Guards	\$14.00 per hour

The base hourly wage for probationary employees shall be \$1.00 per hour less than the base hourly wages described above.

**Section 4.** Any employee (probationary or non-probationary) actually working in the Roanoke Area between 12:01 AM and 5:59 AM at his/her regular base pay, shall receive an additional 35¢ per hour for each hour worked between such times.

**Section 5.** Except as otherwise provided in this Article, the aforementioned wage schedules shall remain in effect during the life of this Agreement.

#### **ARTICLE 11 - HOLIDAYS**

**Section 1.** Armed and unarmed employees assigned to locations pursuant to the DHS Contract will receive the following 10 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Labor Day, Memorial Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

**Section 2.** A full-time employee who is not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time wage rate, exclusive of any night shift, overtime, or benefit allowance payments. To the extent permitted by applicable law, the employee will be paid holiday pay only if:

(a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and

(b) The employee is not laid off or on a leave of absence.

**Section 3.** Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above.

**Section 4.** An employee who is scheduled to work on a holiday and fails to report for such work shall forfeit the employee's holiday pay.

**Section 5.** Any regular part-time employee who works as scheduled on a holiday shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), up to eight (8) hours. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the fulltime benefit based on the average number of hours worked by the employee during the four weeks preceding the holiday divided by forty (40), up to eight (8) hours.

## ARTICLE 12 - VACATIONS

**Section 1.** Eligible full-time employees shall be entitled to annual vacation pay, based on their continuous years of service in federal DHS-contracted security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of 1 year of service	80 hours
Upon completion of 5 years of service	120 hours
Upon completion of 10 years of service	160 hours

**Section 2.** Eligible part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 2,080 hours.

**Section 3.** Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing prior to December 1st of each year of his or her first and second choice for desired vacation periods, if any. The vacation schedule will be posted by the Employer by the following January 1st. Subject to the foregoing, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least ninety (90) days prior to the requested vacation time off. The Employer will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer in line with the seniority of bargaining unit members and non-bargaining unit members requesting vacation time off. The final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and that all posts are fully staffed without the payment of overtime.

**Section 4.** Earned vacation pay shall be paid within thirty (30) days of the employee's anniversary date of employment. Vacation time will be taken without additional pay, but subject to Article XIII, Section 1 and 2 below.

**Section 5.** Vacation time shall not be cumulative or carryover from one year to the next.

**Section 6.** For vacation pay purposes only, an employee taking a leave of absence of more than thirty (30) days during the Government contract year will be treated as part time under Section 2 of this Article.

## **ARTICLE 13 - HEALTH AND WELFARE ALLOWANCE**

**Section 1.** Effective June 1, 2006, the Employer will make Health and Welfare Allowance payments to employees for the first forty (40) hours of any workweek actually worked at the rate of \$3.30 per hour. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken.

**Section 2.** Effective June 1, 2007, the Employer will make Health and Welfare Allowance payments to employees for the first forty (40) hours of any workweek actually worked at the rate of \$3.60 per hour. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken.

**Section 3.** Effective June 1, 2008, the Employer will make Health and Welfare Allowance payments to employees for the first forty (40) hours of any workweek actually worked at the rate of \$3.90 per hour. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken.

**Section 4.** Employees may participate in the Employer's 401(k) plan provided interested employees meet the eligibility and qualifications of the plan. Interested employees should notify the Contract Manager, who will obtain information about the 401(k) plan and provide it to such employees.

## **ARTICLE 14 - PERSONAL LEAVE**

**Section 1.** Employees shall earn up to thirty six (36) hours of paid personal leave per full government contract year. These days shall accrue at the rate of up to 3.0 hours per month



for each month of 144 hours or more of work as an armed or unarmed guard. For months during which fewer hours are worked as an armed or unarmed guard, the accruals for those months will be prorated. Paid personal leave time will only be accrued at the conclusion of each month.

**Section 2.** Personal leave time off must be approved by the employee's immediate supervisor and shall be taken in no less than four (4) hour increments.

**Section 3.** Paid personal leave shall only be allowed if an employee is sick. Any employee who is unable to report to work because of sickness shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

**Section 4.** A note from a doctor shall not be required for personal leave of two consecutive days or less unless (i) excessive as determined by the Employer, (ii) as a result of a pattern of absences by the employee, or (iii) the Employer has reason to suspect that the employee is not sick.

**Section 5.** Earned personal leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the sick leave. Unused personal leave will not carry over from contract year to contract year, but will be paid to employees after the end of the government contract year.

#### **ARTICLE 15 - LEAVES OF ABSENCE**

**Section 1.** Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to employees.

**Section 2.** An employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks, provided the applicable medical condition is made known to the Employer in accordance with the provisions of this Article, is supported by a doctors certificate showing the nature of the illness and the estimated length of time the

employee will be unable to perform his/her job. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the employee to return to the employee's job. Should the Employer have reason to doubt the fitness of the employee to return to the employee's job, the Employer may, at its own expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work.

**Section 3.** To the extent a specific leave under this Agreement may be deemed to be one covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer retaining all rights allowed to it under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

**Section 4.** An employee shall be granted a military leave of absence, as required under applicable federal law, for the time spent in full-time active duty in the armed forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable federal laws in effect at the time of such leave.

**Section 5.** A non-probationary employee who is also an elected officer of the Union may request up to three (3) days of unpaid leave per Government contract year in order to attend to Union business outside of the Federal facilities protected by the Employer. In addition, a non-probationary employee who is also an elected officer of the Union will be granted unpaid leave in order to negotiate this Agreement with the Employer.

**Section 6.** A leave of absence shall be processed in the following manner:

(a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:

- (i) the reasons for such leave;
- (ii) the effective date of such leave; and
- (iii) the estimated date of return to work.

(b) The written request for a leave of absence shall be submitted to the contract manager for final disposition.

(c) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.

**Section 7.** All leaves of absences shall be subject to the following general provisions except to the extent otherwise required by applicable state or federal law:

(a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article XII of this Agreement;

(b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision;

(c) Such leaves shall be without payroll compensation or benefits unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees; and

(d) Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA, as determined by the Employer, and the Employer may require the employee to

use accrued vacation days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the FMLA. Action taken by the Employer to comply with the FMLA shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

#### **ARTICLE 16 - FUNERAL LEAVE**

**Section 1.** Employees shall be eligible for up to three (3) days of paid funeral leave per full Government contract year (which begins on June 1) for purposes of attending, on a day normally scheduled to work, the funeral of a parent, grandparent, step parent, mother-in-law, father-in-law, spouse, child, sibling, brother-in-law, sister-in-law or grandchild. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid this benefit. Verifiable information (i.e. an obituary or name of funeral home or cemetery) and the employee's relationship with the deceased person must be provided to the Employer. Funeral days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, not to exceed eight (8) hours per day.

#### **ARTICLE 17 - RETURN OF UNIFORMS/TRAINING COSTS**

**Section 1.** The Employer will provide uniforms in accordance with the DHS Contract. Notwithstanding the foregoing, for employees hired on August 1, 2003 and thereafter, (i) each employee will be charged the Employer's cost for boots that meet the requirements of the DHS, or (ii) any employee may purchase his own boots that meet the requirements of the DHS and are approved by the Employer prior to use. In addition and subject to applicable law, for employees hired on or after June 1, 2006, upon commencing employment, each employee shall pay a uniform and equipment deposit to the Employer of \$100. The deposit may be paid in

cash or deducted from the first four payroll checks in equal installments in accordance with a written authorization signed by the employee. The deposit will not earn interest.

**Section 2.** Upon the termination of employment, each employee will be responsible to return all Employer-issued uniforms and equipment in good condition, reasonable wear excepted, within five (5) days after the employee's last day of work and the deposit will then be returned to the employee. The cost of any article(s) of a uniform and/or equipment not returned to the Employer within five (5) days after the employee's last day of work will be deducted from the employee's final pay check, less the deposit which will be forfeited by the employee and retained by the Employer. Each employee will agree in writing authorizing the deductions from his/her payroll checks as provided above.

**Section 3.** The Union and the Employer recognize that employee training required to work under the DHS Contract (specifically, Virginia security guard license training and DHS required initial training) may also qualify an employee to work under other Government contracts and that training costs are a significant expenditure for the Employer. Thus, subject to applicable law, each employee will be responsible to reimburse the Employer for costs incurred by the Employer in providing Virginia security guard license training and DHS required initial training to such employee. Each employee will agree in writing authorizing the deduction of such training costs from his/her first four (4) payroll checks. Employees will not be required to reimburse the Employer for annual/refresher training or annual renewal of required licenses.

**Section 4.** The Employer will provide annual/refresher training as required under the DHS Contract. The Employer will schedule such annual/refresher training. If an employee fails to attend the first scheduled training session or fails to pass required testing for any reason, he/she will be rescheduled one time. If the employee fails to attend the second scheduled

training session or fails to pass required testing for any reason, the employee will be responsible for scheduling and completing his/her own training and passing required testing at his/her own cost. If an employee attends the first training and testing session or second training and testing session, then the Employer will pay the employee for the actual time spent by the employee in the training and testing session (excluding travel time to and from the training and testing locations).

#### **ARTICLE 18 - STRIKES**

**Section 1.** So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

**Section 2.** Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

#### **ARTICLE 19 - UNION SECURITY**

**Section 1.** The Union agrees that it will accept into membership any employee who desires and is eligible to be a member of the Union, without discrimination, and that it will not

attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.

**Section 2.** Subject to the provisions in this Article and all applicable state and federal laws, and during the term of this Agreement, since the members of the bargaining unit are working in a right-to-work state, the Company will provide the employees who are members of the Union with the option to have their regular union dues and initiation fees deducted from their regular paychecks as provided herein. Said deductions shall be provided for employees pursuant to the submittal of dues deduction authorization forms in the form below, for so long as their authorizations remain in effect. Authorization forms shall be submitted by the Union to the Employer's business office, from time to time. Deductions shall be made from each payroll check at a fixed sum equal to 1/26<sup>th</sup> of the annual dues as certified by the Union to the Employer, commencing on the first payroll period of the month following the month of the Employer's receipt of the written dues deduction authorization. All dues withheld shall be remitted to the Union's international affiliate (along with a list of names of employee from whose payroll check dues were deducted) in a single lump sum within two (2) weeks from the last day of each calendar month.

**Section 3.** The dues deduction authorization forms shall be in writing and signed by the employee. Each employee and the Union agree that the Union, and not the Employer, will be solely responsible for reconciling and resolving with any employee and/or the Union any over or under payments of dues or fees and that the Employer's only responsibility under this Agreement is to make the dues deductions and to remit the same to the Union's international affiliate. Each employee and the Union hereby release the Employer from any liability related to all such deductions.

**Section 4.** Any dues deduction authorization shall be revocable upon the earlier of (i) the termination of employment or (ii) by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of this Agreement or any successor agreement. To be effective, any revocation shall be in writing, signed by the employee, sent to the Employer by certified mail, and received by the Employer not earlier than 15 days before, nor later than 15 days after, the anniversary date or expiration date as of which the authorization is being revoked. The Employer will promptly inform the Union of the receipt of any notice of revocation and the date on which such notice as received by the Employer. Any revocation of authorizations will be implemented within 30 days thereafter.

**Section 5.** The Union shall be solely responsible for reconciling any over or under withholdings applicable to the employees. The Employer's only responsibility under this Agreement is to submit all withheld sums to the Union.

**Section 6.** The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to this Article. Moreover, this Article shall not be the subject of any grievance processed under the grievance procedure herein. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means. If the Union takes action through a court to enforce the employee's obligations under this Article, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorneys' fees directly associated with the successful judicial enforcement of the employee's obligation as allowed by local law.

**Section 7.** If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article during the pendency of the dispute after conferring on the matter with the Union.



**Section 8.** The Union, including its International, shall defend, indemnify and hold the Employer harmless from any and all demands, allegations, charges, claims, actions, suits, damages or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article.

#### **ARTICLE 20 - BULLETIN BOARD**

**Section 1.** If approved by the DHS, the Employer shall provide the Union with reasonable space on a bulletin board located in the Employer's office at each operational area. The bulletin board may only be used by the Union for the posting of official notices to the members of the bargaining unit and Union newsletters. Derogatory or offensive comments or messages may be removed by the Government, the Employer or the Union.

#### **ARTICLE 21 - DRUG TESTING**

**Section 1.** The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the DHS' or the Employer's reasonable suspicion, or (c) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

**Section 2.** If the results of the drug test, after compliance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, are positive for illegal drugs, the employee will be suspended without pay until the confirmatory test is given. If the result of the

confirmatory test are positive for illegal drugs, the Employer may immediately terminate the employee without recourse by the employee or the Union to the grievance procedures in this Agreement and without any other recourse by the Union or the employee against the Employer.

#### **ARTICLE 22 - GOVERNMENT SUPREMACY**

**Section 1.** The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Government. The DHS may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the DHS deems to be in the interest of the Government. If the DHS takes action which supersedes any provision of this Agreement, the Employer will so notify the Union in writing.

**Section 2.** Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee and the Employer will so notify the Union in writing.

#### **ARTICLE 23 - GENERAL PROVISIONS**

**Section 1.** The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap or disability, union membership, or other legally protected classification. Grievances under this provision against the Employer, however, shall not be processed beyond Step Three of the Grievance Procedure. Further, any action taken by the Employer to comply with the Americans

with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

**Section 2.** Neither Union officials nor Union members shall, during working time (excluding break or lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity, including the administration or monitoring of the Employer's compliance with this Agreement.

**Section 3.** Employees who are late shall not be paid for time not actually worked. The Employer shall document all such incidents of tardiness. All incidents of tardiness, shall provide a basis for disciplinary action.

**Section 4.** The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provider, the Employer will provide an allowance to the employee of fifty (\$50.00) dollars per examination. Physical/medical/psychological exams may be required by operation of the DHS Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

**Section 5.** The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the DHS Contract and the Employer's policies as in effect from time to time.

**Section 6.** Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees

will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.

#### **ARTICLE 24 - PARTIAL INVALIDITY**

**Section 1.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect

#### **ARTICLE 25 - WAIVER, ENTIRE AGREEMENT AND AMENDMENTS**

**Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters not referred to or covered in this Agreement, except by mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2.** This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. The parties acknowledge and agree that since neither the Union nor any employees are parties to the DHS Contract, neither the Union nor any employees are third party beneficiaries of the DHS Contract.

**Section 3.** This Agreement can only be modified by the express, written and signed agreement of the parties.

**ARTICLE 26 - TERMINATION**

**Section 1.** This Agreement shall be effective on June 1, 2006, and shall remain in full force and effect until 11:59 p.m. on May 31, 2009. Thereafter, this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the Union membership.

**Section 2.** Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the DHS of its relationship with the Employer to provide security services as described in Article I of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

**Section 3.** This Agreement shall be binding upon any successor contractor to the Employer.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement as of the day and year first above written.

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA**

By its international representative

By   
Its DIRECTOR, SPECIAL PROJECTS

**DECO SECURITY SERVICES**

  
Andrew Pierucki, Chief Operating Officer

FROM : UGSOA

FAX NO. : 4193966231

**UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA**

By Local 40

By *Gregory D. Hill*  
Its President

**UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA**

By Local 226

By *Michael Palm*  
Its President

2694613V3

**ORDER FOR SUPPLIES OR SERVICES**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 03/03/2009		2. CONTRACT NO. (If any) HSCEE3-08-A-00002		6. SHIP TO: a. NAME OF CONSIGNEE Multiple Destinations	
3. ORDER NO. HSCEE3-09-F-00008		4. REQUISITION/REFERENCE NO. 192109PTHSCVA0150		b. STREET ADDRESS	
5. ISSUING OFFICE (Address correspondence to) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106				c. CITY d. STATE e. ZIP CODE	
7. TO: a. NAME OF CONTRACTOR PARAGON SYSTEMS, INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 14160 NEWBROOK DR. SUITE 150				REFERENCE YOUR: QUOTE DATED MAY 29, 2008	
d. CITY CHANTILLY				e. STATE VA	
f. ZIP CODE 201512297				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE FPS Philadelphia	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-07F-0418K SERVICE AND LOCATION: ARMED AND UNARMED GUARDS SERVICES AT FEDERALLY OWNED AND LEASED LOCATIONS THROUGHOUT NORFOLK VIRGINIA  GSA SCHEDULE NUMBER: GS-07K-0418K Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHSICE		\$3,069,840.39				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center Attn: FPS Region 03 Invoice P.O. Box 1279						
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1279		\$3,069,840.39	

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) DESIREE BLAKEY TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>BLANKET PURCHASE AGREEMENT NUMBER: HSCEE3-08-A-00002</p> <p>Admin Office: ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: &lt;&lt;Enter Contract Specialist&gt;&gt; Philadelphia PA 19106</p> <p>Period of Performance: 12/01/2008 to 11/30/2013</p> <p>CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION NECESSARY TO PROVIDE ARMED AND UNARMED GUARD SERVICES IN ACCORDANCE WITH BLANKET PURCHASE AGREEMENT (BPA) NUMBER HSCEE3-08-A-00002, POST EXHIBITS AND BPA CALL NUMBER HSCEE3-09-F-00008 FOR THE PERIOD APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009. SERVICES FOR THE PERIOD OCTOBER 1, 2009 THROUGH MARCH 31, 2010 WILL BE FUNDED VIA THE ISSUANCE OF A SUBSEQUENT BPA CALL.</p>					
0001	<p>VA0694 ARMED GUARD SERVICES JFCOM Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0694 JSIC JFCOM 116-B LAKE VIEW PARKWAY SUFFOLK VA 23435-0000 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 03/31/2010</p>					
0002	<p>VA0491 ARMED GUARD SERVICES JWFC, JFCOM-J7 Product/Service Code: S206 Product/Service Description: GUARD Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	SERVICES  Delivery Location Code: VA0491 116 LAKE VIEW PARKWAY 116 LAKE VIEW PARKWAY SUFFOLK VA Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010					
0003	VA0613 ARMED GUARD SERVICES J9 JFCOM Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0613 LAKE VIEW TECHNOLOGY CENTER 115 LAKEVIEW PARKWAY SUFFOLK VA Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010				[REDACTED]	
0004	VA9901 UNARMED GUARD SERVICES USDC NOAA Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA9901 USDC-NOAA Office of Marine Operations 439 West York Street Norfolk VA 23510 Accounting Info: [REDACTED] Funded: \$ [REDACTED] Continued ...				[REDACTED]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0005	Period of Performance: 04/01/2009 to 03/31/2010  VA0481 UNARMED GUARD SERVICE U.S. COAST GUARD Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0481 CROSSWAYS III 1430-A KRISTINA WAY CHESAPEAKE VA Accounting Info: [REDACTED] Funded: \$ [REDACTED]					
0006	Period of Performance: 04/01/2009 to 03/31/2010  VA0481 ARMED GUARD SERVICES U.S. COAST GUARD Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0481 CROSSWAYS III 1430-A KRISTINA WAY CHESAPEAKE VA Accounting Info: [REDACTED] Funded: \$ [REDACTED]					
0007	Period of Performance: 04/01/2009 to 03/31/2010  VA1608 ARMED GUARD SERVICE NORFOLK FED BLDG Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA1608 FEDERAL BUILDING 200 GRANBY STREET Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0008	<p>NORFOLK VA Accounting Info: [REDACTED] b2L9 Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 03/31/2010</p> <p>VA0551 ARMED GUARD SERVICE FBI Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0551 150 CORPORATE BLVD. 150 CORPORATE BLVD. NORFOLK VA Accounting Info: [REDACTED] b2L9 Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 03/31/2010</p>				[REDACTED] b4	
0009	<p>VA0570 ARMED GUARD SERVICE CIS Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0570 5280 HENNEMAN DR. 5280 HENNEMAN DR. NORFOLK VA Accounting Info: [REDACTED] b2L9 Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 03/31/2010</p>				[REDACTED] b4	
0010	<p>VA9902 ARMED GUARD SERVICE ARMY COE Product/Service Code: S206 Product/Service Description: GUARD Continued ...</p>				[REDACTED] b4	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	SERVICES  Delivery Location Code: VA9902 U. S. Army Corps of Engineers 803 Front Street Norfolk VA 23510 Accounting Info:  [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010					
0011	VA0702 ARMED GUARD SERVICE J9 BRIDGEWAY (JFCOM) Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0702 USJFCOM - J9 Bridgeway 7025 Harbour View Blvd. Suite 112 Suffolk VA 23435 Accounting Info:  [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010				[REDACTED]	
0012	VA0087 ARMED GUARD SERVICE PORTSMOUTH FB Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0087 FEDERAL BUILDING 431 CRAWFORD PORTSMOUTH VA Accounting Info:  [REDACTED] Continued ...				[REDACTED]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0013	Funded: \$ [REDACTED] b7 Period of Performance: 04/01/2009 to 03/31/2010  VA0738, SSA Armed Guard Services Norfolk Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0738 SSA 5850 Lake Herbert Dr. Floor NORFOLK VA Accounting Info: [REDACTED] b2Low				[REDACTED] b7	
0014	Funded: \$ [REDACTED] b7 Period of Performance: 04/01/2009 to 03/31/2010  VA9904 ARMED GUARD SERVICE ST. HELENA'S ANNEX Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA9904 St. Helena's Annex 1499 South Main Street Norfolk VA 23523 Accounting Info: [REDACTED] b2Low				[REDACTED] b7	
0015	Funded: \$ [REDACTED] b7 Period of Performance: 04/01/2009 to 03/31/2010  VA0738 ARMED GUARD SERVICES ODAR, NORFOLK Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0738 Continued ...				[REDACTED] b7	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	SSA 5850 Lake Herbert Dr. Floor NORFOLK VA Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010					
0016	VA0708 ARMED GUARD SERVICES US ATTORNEY'S NEWPORT NEWS Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0708 FOUNTAIN PLAZA THREE 721 LAKE FRONT COMMONS NEWPORT NEWS VA Accounting Info: [REDACTED]				[REDACTED]	
0017	VA0511 ARMED GUARD SERVICES US ATTORNEY'S NORFOLK Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0511 WORLD TRADE CTR EAST 101 WEST MAIN STREET NORFOLK VA Accounting Info: [REDACTED]				[REDACTED]	
	Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to Continued ...					

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0018	03/31/2010 VA9905 ARMED GUARD SERVICES ERDC/JTEF Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA9905 Joint Test and Evaluation Facility 7025 Harbour View Blvd. Suite 105 Suffolk VA 23435 Accounting Info: [REDACTED]					
0019	VA0616 ARMED GUARD SERVICES SSA, ACCOMAC Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0616 ACCOMAC OFFICE CENTER 22581 CENTER PARKWAY ACCOMAC VA Accounting Info: [REDACTED]					
0020	VA0514 ARMED GUARD SERVICES SSA HAMPTON Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0514 SHOPS AT HAMPTON HAR 1040 SETTLERS LANDING HAMPTON VA Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010					
0021	VA0644 ARMED GUARD SERVICES SSA PORTSMOUTH Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0644 AIRLINE BUSINESS PARK 3303 AIRLINE BLVD. PORTSMOUTH VA Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010			[REDACTED]		
0022	VA0635 ARMED GUARD SERVICES SSA SUFFOLK Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0635 503 HILL POINT BOULEVARD 503 HILL POINT BOULEVARD SUFFOLK VA Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010			[REDACTED]		
0023	VA0653 ARMED GUARD SERVICES SSA NEWPORT NEWS Product/Service Code: S206 Product/Service Description: GUARD SERVICES Continued ...			[REDACTED]		

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Delivery Location Code: VA0653 PAVILION PLACE 11706 JEFFERSON AVENUE NEWPORT NEWS VA Accounting Info: <div style="background-color: gray; color: white; padding: 2px; text-align: center;">b2L0w</div> Funded: \$ <span style="background-color: gray; color: white; padding: 0 20px;"> </span> Period of Performance: 04/01/2009 to 03/31/2010					
0024	VA0631 ARMED GUARD SERVICES SSA VIRGINIA BEACH Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0631 SABRE STREET OFFICE BUILDING 2875 SABRE STREET VIRGINIA BEACH VA Accounting Info: <div style="background-color: gray; color: white; padding: 2px; text-align: center;">b2L0w</div> Funded: \$ <span style="background-color: gray; color: white; padding: 0 20px;"> </span> Period of Performance: 04/01/2009 to 03/31/2010					
0025	VA0729 ARMED GUARD SERVICES JTEC Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0729 USACOM - JTEC 115 Lakeview Parkway Suite C Suffolk VA 23435 Accounting Info: <div style="background-color: gray; color: white; padding: 2px; text-align: center;">b2L0w</div> Funded: \$ <span style="background-color: gray; color: white; padding: 0 20px;"> </span> Continued ...					

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Accounting Info: [Redacted] b2LQ Funded: \$ [Redacted] b4 Accounting Info: [Redacted] b2LQ Funded: \$ [Redacted] b4 Accounting Info: [Redacted] b2LQ Funded: \$ [Redacted] b4 Accounting Info: [Redacted] b2LQ Funded: \$ [Redacted] b4 Period of Performance: 04/01/2009 to 03/31/2010					
0026	AX0000 SSA TAS ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0000 FEMA WINCHESTER COLD STORAGE BLDG 188 BROOKE ROAD WINCHESTER VA 22603 Accounting Info: [Redacted] b2LQ Funded: \$ [Redacted] b4 Period of Performance: 04/01/2009 to 03/31/2010				[Redacted] b4	
0027	VA0694 TAS JSIC ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Continued ...				[Redacted] b4	

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Delivery Location Code: VA0694 JSIC JFCOM 116-B LAKE VIEW PARKWAY SUFFOLK VA 23435-0000 Accounting Info: <div style="background-color: gray; width: 200px; height: 20px; margin: 5px 0;">b2L0w</div> Funded: \$ <span style="background-color: gray; padding: 0 20px;">b4</span> Period of Performance: 04/01/2009 to 03/31/2010					
0028	VA0491 TAS JT JFCOM, SUFFOLK, VA ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0491 116 LAKE VIEW PARKWAY 116 LAKE VIEW PARKWAY SUFFOLK VA Accounting Info: <div style="background-color: gray; width: 200px; height: 20px; margin: 5px 0;">b2L0w</div> Funded: \$ <span style="background-color: gray; padding: 0 20px;">b4</span> Period of Performance: 04/01/2009 to 03/31/2010			<span style="background-color: gray; padding: 0 20px;">b4</span>		
0029	VA0591 TRADOC, NEWPORT NEW ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0591 THIMBLE SHOALS B CTR 720 THIMBLE SHOALS BLVD NEWPORT NEWS VA Accounting Info: <div style="background-color: gray; width: 200px; height: 20px; margin: 5px 0;">b2L0w</div> Funded: \$ <span style="background-color: gray; padding: 0 20px;">b4</span> Period of Performance: 04/01/2009 to Continued ...			<span style="background-color: gray; padding: 0 20px;">b4</span>		

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0030	03/31/2010 VA0702 TAS BRIDGEWAY (JFCOM) ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES Delivery Location Code: VA0702 USJFCOM - J9 Bridgeway 7025 Harbour View Blvd. Suite 112 Suffolk VA 23435 Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010					
0031	VA0738 SSA, VA OFFICE OF DISABILITY ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES Delivery Location Code: VA0738 SSA 5850 Lake Herbert Dr. Floor NORFOLK VA Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010					
0032	VA0729 TAS JTEC ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES Delivery Location Code: VA0729 Continued ...					

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	USACOM - JTEC 115 Lakeview Parkway Suite C Suffolk VA 23435 Accounting Info: [REDACTED] Funded: \$ [REDACTED] Accounting Info: [REDACTED] Funded: \$ [REDACTED] Accounting Info: [REDACTED] Funded: \$ [REDACTED] Accounting Info: [REDACTED] Funded: \$ [REDACTED] Accounting Info: [REDACTED] Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010					
0033	AX0000 TAS FPS Product/Service Code: S206 Product/Service Description: GUARD SERVICES Delivery Location Code: VA0000 FEMA WINCHESTER COLD STORAGE BLDG 188 BROOKE ROAD WINCHESTER VA 22603 Accounting Info: [REDACTED] Continued ...			[REDACTED]		

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0034	Funded: [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010  VA0591 TAS TRADOC Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0591 THIMBLE SHOALS B CTR 720 THIMBLE SHOALS BLVD NEWPORT NEWS VA Accounting Info: [REDACTED]	[REDACTED]			[REDACTED]	
0035	Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010  VA9901 TAS NOAA ARMED GUARD SVCS Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA9901 USDC-NOAA Office of Marine Operations 439 West York Street Norfolk VA 23510 Accounting Info: [REDACTED]	[REDACTED]			[REDACTED]	
0036	Funded: \$ [REDACTED] Period of Performance: 04/01/2009 to 03/31/2010  VA0570 TAS CIS NORMAL PRODUCTIVE RATE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0570 5280 HENNEMAN DR. Continued ...	[REDACTED]			[REDACTED]	

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00008
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	5280 HENNEMAN DR. NORFOLK VA Accounting Info: [REDACTED] b2L0w Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 03/31/2010					
0037	VA0688 IRS HAMPTON Product/Service Code: S206 Product/Service Description: GUARD SERVICES Delivery Location Code: VA0688 HAMPTON TECHNOLOGY CENTER 903 GATEWAY BLVD. HAMPTON VA Accounting Info: [REDACTED] b2L0w Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 03/31/2010				[REDACTED] b4	
0038	VA1608 IRS TAX SEASON ARMED GUARD SERVICE 200 GRANBY ST, NORFOLK, VA Product/Service Code: S206 Product/Service Description: GUARD SERVICES Delivery Location Code: VA1608 FEDERAL BUILDING 200 GRANBY STREET NORFOLK VA Accounting Info: [REDACTED] b2L0w Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 03/31/2010 BPA CALL NUMBER HSCEE3-09-F-00008 Continued ...				[REDACTED] b4	

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/03/2009	HSCEE3-08-A-00002	HSCEE3-09-F-00008

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	INCORPORATES REQUISITION NUMBERS 192109PTHSCVA0150, 192109PTHSCVA0165 AND 192109PTHSCVA0179  The total amount of award: \$3,069,840.40. The obligation for this award is shown in box 17(i).					

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**ORDER FOR SUPPLIES OR SERVICES**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 03/10/2009	2. CONTRACT NO. (If any) HSCEE3-08-A-00002	6. SHIP TO: a. NAME OF CONSIGNEE Multiple Destinations
3. ORDER NO. HSCEE3-09-F-00010	4. REQUISITION/REFERENCE NO. 192109PTHSCVA0101	

5. ISSUING OFFICE (Address correspondence to) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	b. STREET ADDRESS
	c. CITY d. STATE e. ZIP CODE

7. TO: a. NAME OF CONTRACTOR PARAGON SYSTEMS, INC	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 14160 NEWBROOK DR. SUITE 150	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: QUOTE DATED MAY 29, 2008	<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY CHANTILLY	e. STATE VA	f. ZIP CODE 201512297

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE FPS Philadelphia
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
---	---------------------------------

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS b2Low
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-07F-0418K SERVICE AND LOCATION: ARMED AND UNARMED GUARDS SERVICES AT FEDERALLY OWNED AND LEASED LOCATIONS THROUGHOUT RICHMOND VIRGINIA Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME DHSICE			\$813,431.20
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center Attn: FPS Region 03 Invoice P.O. Box 1279			17(i) GRAND TOTAL
c. CITY Williston	d. STATE VT	e. ZIP CODE 05495-1279	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) DESIREE BLAKEY TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/10/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00010
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>GSA SCHEDULE NUMBER: GS-07K-0418K                      BLANKET PURCHASE AGREEMENT NUMBER:                      HSCEE3-08-A-00002                      Admin Office:                      ICE/FPS/East CCG/Region 3                      Immigration and Customs Enforcement                      Ofc of Acquisition Management - FPS                      701 Market Street, Suite 4200                      Attn: &lt;&lt;Enter Contract Specialist&gt;&gt;                      Philadelphia PA 19106                      Period of Performance: 12/01/2008 to                      11/30/2013</p> <p>CONTRACTOR SHALL FURNISH ALL LABOR,                      MATERIAL, EQUIPMENT AND SUPERVISION                      NECESSARY TO PROVIDE ARMED AND UNARMED                      GUARD SERVICES IN ACCORDANCE WITH BLANKET                      PURCHASE AGREEMENT (BPA) NUMBER                      HSCEE3-08-A-0002, POST EXHIBITS AND BPA                      CALL NUMBER HSCEE3-09-F-00010 FOR THE                      PERIOD APRIL 1, 2009 THROUGH SEPTEMBER 30,                      2009. SERVICES FOR THE PERIOD OCTOBER 1,                      2009 THROUGH MARCH 31, 2010 WILL BE FUNDED                      VIA THE ISSUANCE OF A SUBSEQUENT BPA CALL.</p>					
0001	<p>VA0088 RICHMOND FEDERAL BUILDING ARMED                      GUARD SERVICE                      Product/Service Code: S206                      Product/Service Description: GUARD                      SERVICES</p> <p>Delivery Location Code: VA0088                      FEDERAL OFFICE BUILDING                      400 N EIGHTH ST                      RICHMOND VA                      Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$ [REDACTED] b4                      Period of Performance: 04/01/2009 to                      09/30/2009</p>					
0002	<p>VA0632 FBI, EAST PARHAM RD ARMED GUARD                      SERVICES                      Continued ...</p>					

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/10/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00010
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0632 1970 EAST PARHAM ROAD 1970 EAST PARHAM ROAD RICHMOND VA Accounting Info: [REDACTED] b2Low					
0003	VA0639 VIRGINIA STATE BLDG ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0639 600 E. BROAD ST. BUILDING 600 E. BROAD ST. RICHMOND VA Accounting Info: [REDACTED] b2Low Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009				[REDACTED] b4	
0004	VA0496 US ATTORNEY OFC ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0496 600 MAIN STREET CTR. 600 EAST MAIN STREET RICHMOND VA Accounting Info: [REDACTED] b2Low Continued ...				[REDACTED] b4	

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

03/10/2009

HSCEE3-08-A-00002

HSCEE3-09-F-00010

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0005	<p>b2Low</p> <p>Funded: \$ b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p> <p>VA0676 SSA CHARLOTTESVILLE ARMED GUARD SERVICE</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0676</p> <p>SSA/OHA</p> <p>1470 Pantops Mountain Place</p> <p>Second Floor</p> <p>Charlottesville VA 22902</p> <p>Accounting Info:</p> <p>b2Low</p>				b4	
0006	<p>Funded: \$ b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p> <p>VA0676 ODAR CHARLOTTESVILLE ARMED GUARD SERVICE</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0676</p> <p>SSA/OHA</p> <p>1470 Pantops Mountain Place</p> <p>Second Floor</p> <p>Charlottesville VA 22902</p> <p>Accounting Info:</p> <p>b2Low</p>				b4	
0007	<p>Funded: \$ b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p> <p>VA0693 SSA FARMSVILLE ARMED GUARD SERVICES</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD</p> <p>Continued ...</p>				b4	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/10/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00010
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>SERVICES</p> <p>Delivery Location Code: VA0693 SSA Farmville 324 Commerce Rd. Farmville VA 23901 US Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009</p>					
0008	<p>VA0667 SSA FREDERICKSBURG VA ARMED GUARD SERVICE</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0667 MASSAPONAX CROSSINGS SHOP. CTR 4954 SOUTHPOINT PARKWAY FREDERICKSBURG VA Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009</p>			[REDACTED] b4		
0009	<p>VA0656 SSA W CAREY STREET ARMED GUARD SERVICE</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0656 SSA BUILDING 1834 WEST CARY STREET RICHMOND VA Accounting Info: [REDACTED] b2Low</p> <p>Continued ...</p>			[REDACTED] b4		

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**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/10/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00010
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0010	Funded: \$ [b4] Period of Performance: 04/01/2009 to 09/30/2009  VA0731 SSA MIDLOTHIAN ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0731 SSA 13538 CHARTER COLONY ROAD MIDLOTHIAN VA 23112 Accounting Info: [b2Low]	[b4]				
0011	Funded: \$ [b4] Period of Performance: 04/01/2009 to 09/30/2009  VA0696 SSA, GLEN ALLEN ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0696 Social Security Administration 4212 Park Place Court Suite B Glen Allen VA 23060 Accounting Info: [b2Low]	[b4]				
0012	Funded: [b4] Period of Performance: 04/01/2009 to 09/30/2009  VA0728 SSA PETERSBURG ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0728 Social Security Administration Continued ...	[b4]				

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**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/10/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00010
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	JDL Building 100 Popular Drive Petersburg VA 23805 Accounting Info: [REDACTED] b2Low					
0013	Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009 VA0637 SSA IBC ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0637 INTERPORT BUSINESS CENTER BUILDING C, 5380 LABURNUM AVENUE RICHMOND VA Accounting Info: [REDACTED] b2Low				[REDACTED] b4	
0014	Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009 VA0661 ODAR WYTESTONE ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0661 WYTESTONE PLAZA 801 EAST MAIN STREET RICHMOND VA Accounting Info: [REDACTED] b2Low				[REDACTED] b4	
0015	Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009 VA0665 SSA CULPEPPER ARMED GUARD SERVICE Continued ...				[REDACTED] b4	

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0665 SSA BUILDING 1014-1018 SOUTH MAIN STREET CULPEPER VA Accounting Info: [REDACTED] b2Low  Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009					
0016	AX0000 SSA TAS Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0000 FEMA WINCHESTER COLD STORAGE BLDG 188 BROOKE ROAD WINCHESTER VA 22603 Accounting Info: [REDACTED] b2Low  Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009				[REDACTED] b4	
0017	AX0000 FPS TAS Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0000 FEMA WINCHESTER COLD STORAGE BLDG 188 BROOKE ROAD WINCHESTER VA 22603 Accounting Info: [REDACTED] b2Low  Continued ...				[REDACTED] b4	

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**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/10/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00010
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p align="center">b2Low</p> <p>Funded: \$ [redacted] b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p>					
0018	<p>VA0088 IRS TAX SEASON RICHMOND ARMED GUARD Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0088 FEDERAL OFFICE BUILDING 400 N EIGHTH ST RICHMOND VA</p> <p>Accounting Info: [redacted]</p>			b4		
	<p align="center">b2Low</p> <p>Funded: \$ [redacted] b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p>					
0019	<p>VA0762 BUREAU OF CENSUS ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0762 US Bureau of the Census 1000 Carlisle Ave Suite 211 Richmond VA</p> <p>Accounting Info: [redacted]</p>			b4		
	<p align="center">b2Low</p> <p>Funded: \$ [redacted] b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p> <p>BPA CALL NUMBER HSCEE3-09-F-00010 INCORPORATES REQUISITION NUMBERS 192109PTHSCVA0101, 192109PTHSCVA0140 AND 192109PTHSCVA0153</p> <p>Continued ...</p>					

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**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/10/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00010
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The total amount of award: \$813,431.20. The obligation for this award is shown in box 17(i).					

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**ORDER FOR SUPPLIES OR SERVICES**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 03/12/2009		2. CONTRACT NO. (If any) HSCEE3-08-A-00002		6. SHIP TO: a. NAME OF CONSIGNEE Multiple Destinations	
3. ORDER NO. HSCEE3-09-F-00011		4. REQUISITION/REFERENCE NO. 192109PTHSCVA108		b. STREET ADDRESS	
5. ISSUING OFFICE (Address correspondence to) ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106				c. CITY	
7. TO: a. NAME OF CONTRACTOR PARAGON SYSTEMS, INC				d. STATE	
b. COMPANY NAME				e. ZIP CODE	
c. STREET ADDRESS 14160 NEWBROOK DR. SUITE 150				f. SHIP VIA	
d. CITY CHANTILLY				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
e. STATE VA				REFERENCE YOUR: QUOTE DATED 5/29/2008	
f. ZIP CODE 201512297				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE FPS Philadelphia	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					
12. F.O.B. POINT Destination					
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
16. DISCOUNT TERMS b2Low					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-07F-0418K SERVICE AND LOCATION: ARMED AND UNARMED GUARDS SERVICES AT FEDERALLY OWNED AND LEASED LOCATIONS THROUGHOUT ROANOKE VIRGINIA  GSA SCHEDULE NUMBER: GS-07K-0418K Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHSICE				\$586,847.20		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center Attn: FPS Region 03 Invoice P.O. Box 1279				\$586,847.20		
c. CITY Williston		d. STATE VT		e. ZIP CODE 05495-1279		

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) DESIREE BLAKEY TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/12/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00011
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>BLANKET PURCHASE AGREEMENT NUMBER: HSCEE3-08-A-00002</p> <p>Admin Office: ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: &lt;&lt;Enter Contract Specialist&gt;&gt; Philadelphia PA 19106</p> <p>Period of Performance: 12/01/2008 to 11/30/2013</p> <p>CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION NECESSARY TO PROVIDE ARMED AND UNARMED GUARD SERVICES IN ACCORDANCE WITH BLANKET PURCHASE AGREEMENT (BPA) NUMBER HSCEE3-08-A-0002, POST EXHIBITS AND BPA CALL NUMBER HSCEE3-09-F-00011 FOR THE PERIOD APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009. SERVICES FOR THE PERIOD OCTOBER 1, 2009 THROUGH MARCH 31, 2010 WILL BE FUNDED VIA THE ISSUANCE OF A SUBSEQUENT BPA CALL.</p>					
0001	<p>VA0095 POFF FEDERAL BLDG ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0095 RICHARD H POFF FED BLDG 210 FRANKLIN RD SW ROANOKE VA</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$ [REDACTED] b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p>					
0002	<p>VA0576 ODAR ROANOKE ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES Continued ...</p>					

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/12/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00011
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Delivery Location Code: VA0576 STONE PRINT PLANT 116 N. JEFFEERSON ST ROANOKE VA Accounting Info: <div style="background-color: black; width: 200px; height: 20px; margin: 5px 0;">b2Low</div> Funded: \$ <div style="background-color: black; width: 50px; height: 15px; display: inline-block;">b4</div> Period of Performance: 04/01/2009 to 09/30/2009					
0003	VA0576 SSA ROANOKE ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0576 STONE PRINT PLANT 116 N. JEFFEERSON ST ROANOKE VA Accounting Info: <div style="background-color: black; width: 200px; height: 20px; margin: 5px 0;">b2Low</div> Funded: \$ <div style="background-color: black; width: 50px; height: 15px; display: inline-block;">b4</div> Period of Performance: 04/01/2009 to 09/30/2009				<div style="background-color: black; width: 200px; height: 15px; display: inline-block;">b4</div>	
0004	VA0705 U.S. ATTORNEY ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0705 BBANDT BANK BUILDING 310 FIRST STREET ROANOKE VA Accounting Info: <div style="background-color: black; width: 200px; height: 20px; margin: 5px 0;">b2Low</div> Funded: \$ <div style="background-color: black; width: 50px; height: 15px; display: inline-block;">b4</div> Period of Performance: 04/01/2009 to 09/30/2009 Continued ...				<div style="background-color: black; width: 200px; height: 15px; display: inline-block;">b4</div>	

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**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0005	VA0573 SSA BRISTOL ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0573 PRESTON SQUARE BUILDING 2426 LEE HIGHWAY BRISTOL VA Accounting Info: [REDACTED] b2Low Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4
0006	VA0604 SSA COVINGTON ARMED GUARD SERVICES Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0604 SSA BUILDING 1248 S. CRAIG AVENUE COVINGTON VA Accounting Info: [REDACTED] b2Low Funded: [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4
0007	VA0577 SSA DANVILLE ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0577 875 PINEY FOREST ROA 875 PINEY FOREST ROAD DANVILLE VA Accounting Info: [REDACTED] b2Low Continued ...	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4	[REDACTED] b4

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**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/12/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00011
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p align="center">b2Low</p> <p>Funded: \$ <span style="background-color: black; color: black;">b4</span></p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p>					
0008	<p>VA0615 SSA HARRISONBURG ARMED GUARD SERVICE</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0615</p> <p>SOCIAL SECURITY BUILDING</p> <p>227 EAST ELIZABETH STREET</p> <p>HARRISONBURG VA</p> <p>Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$ <span style="background-color: black; color: black;">b4</span></p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p>			<span style="background-color: black; color: black;">b4</span>		
0009	<p>VA0691 SSA MARTINSVILLE</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0691</p> <p>SOCIAL SECURITY ADMINISTRATION</p> <p>LOT N-11 COMMONWEALTH BOULEVARD</p> <p>MARTINSVILLE VA</p> <p>Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$ <span style="background-color: black; color: black;">b4</span></p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p>			<span style="background-color: black; color: black;">b4</span>		
0010	<p>VA0539 SSA SOUTH BOSTON ARMED GUARD SERVICE</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0539</p> <p>Continued ...</p>			<span style="background-color: black; color: black;">b4</span>		

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	SOCIAL SECURITY ADMN 2049 HAMILTON BLVD. SOUTH BOSTON VA Accounting Info: [REDACTED] b2Low Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009					
0011	VA0711 SSA LYNCHBURG ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0711 Social Security Administration 7618 Timberlake Road Lynchburg VA 24501 Accounting Info: [REDACTED] b2Low Funded: [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009				[REDACTED] b4	
0012	VA0610 SSA STAUNTON ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0610 GREENBRIAR OFFICE PARK BUILDING #2 1600 NORTH COALTER STREET STAUNTON VA Accounting Info: [REDACTED] b2Low Funded: [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009				[REDACTED] b4	
0013	VA0569 SSA WYTHEVILLE Continued ...				[REDACTED] b4	

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DATE OF ORDER 03/12/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00011
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0569 MOUNTAINVIEW SQUARE 1480 E. MAIN ST. WYTHEVILLE VA Accounting Info: [REDACTED] b2Low					
0014	VA0520 SSA WISE ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0520 RIDGEVIEW CTR 251 RIDGEVIEW CENTER WISE VA Accounting Info: [REDACTED] b2Low Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009				[REDACTED] b4	
0015	VA0576 SSA TAS ARMED GUARD SERVICE Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0000 FEMA WINCHESTER COLD STORAGE BLDG 188 BROOKE ROAD WINCHESTER VA 22603 Accounting Info: [REDACTED] b2Low Continued ...				[REDACTED] b4	

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/12/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00011
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0016	<p>b2Low</p> <p>Funded: \$ [redacted] b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p> <p>PA0559 FPS FUNDED TAS Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: PA0559 MELLON INDEPEND CTR. 701 MARKET ST. PHILADELPHIA PA Accounting Info: [redacted] b2Low</p>	[redacted]	[redacted]	[redacted]	[redacted] b4	[redacted]
0017	<p>Funded: \$ [redacted] b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p> <p>VA0535 IRS ROANOKE TAX SEASON ARMED GUARD SERVICES</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0535 FIRST CAMPBELL SQUARE 210 1ST STREET SW ROANOKE VA Accounting Info: [redacted] b2Low</p>	[redacted]	[redacted]	[redacted]	[redacted] b4	[redacted]
0018	<p>Funded: \$ [redacted] b4</p> <p>Period of Performance: 04/01/2009 to 09/30/2009</p> <p>VA0573 IRS TAX SEASON BRISTOL ARMED GUARD SVCS</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0573 Continued ...</p>	[redacted]	[redacted]	[redacted]	[redacted] b4	[redacted]

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

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HSCEE3-08-A-00002

ORDER NO.  
HSCEE3-09-F-00011

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	PRESTON SQUARE BUILDING 2426 LEE HIGHWAY BRISTOL VA Accounting Info: [REDACTED] b2Low Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009					
0019	VA0593 IRS DANVILLE TAX SEASON ARMED GUARD SVCS Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0593 MARKET SQR SHOPG CTR 3303 NORTH MAIN STREET DANVILLE VA Accounting Info: [REDACTED] b2Low Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009				[REDACTED] b4	
0020	AX0000 ODAR BRISTOL TAS Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0000 FEMA WINCHESTER COLD STORAGE BLDG 188 BROOKE ROAD WINCHESTER VA 22603 Accounting Info: [REDACTED] b2Low Funded: \$ [REDACTED] b4 Period of Performance: 04/01/2009 to 09/30/2009 Continued ...				[REDACTED] b4	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/12/2009	CONTRACT NO. HSCEE3-08-A-00002	ORDER NO. HSCEE3-09-F-00011
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0021	<p>AX0000 TAS ODAR ABINGDON Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0000 FEMA WINCHESTER COLD STORAGE BLDG 188 BROOKE ROAD WINCHESTER VA 22603 Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$ b4 Period of Performance: 04/01/2009 to 09/30/2009</p> <p>BPA CALL NUMBER HSCEE3-09-F-00011 INCORPORATES REQUISITION NUMBERS 192109PTHSCVA108, 192109PTHSCVA0166, 192109PTHSCVA0151</p> <p>The total amount of award: \$586,847.20. The obligation for this award is shown in box 17(i).</p>				b4	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES**

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1 2

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 10/29/2007	2. CONTRACT NO. (If any) HSCEGI-07-A-00013	6. SHIP TO: a. NAME OF CONSIGNEE Various OHA Buildings	
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3. ORDER NO. HECBE4-08-J-00013	4. REQUISITION/REFERENCE NO. SCPSIAGSOHA0801	b. STREET ADDRESS throughout State of South Carolina	
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5. ISSUING OFFICE (Address correspondence to) ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 400 Philadelphia PA 19106		c. CITY	d. STATE	e. ZIP CODE
--	--	---------	----------	-------------

7. TO: a. NAME OF CONTRACTOR PARAGON SYSTEMS, INC	f. SHIP VIA
---	-------------

b. COMPANY NAME	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY
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c. STREET ADDRESS 14160 NEWBROOK DR. SUITE 150	REFERENCE YOUR: SC Guard Svcs	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
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d. CITY CHANTILLY	e. STATE VA	f. ZIP CODE 201512297
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9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS <b>b2Low</b>
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-07F-0418K					
	Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME DHSICE b. STREET ADDRESS (or P.O. Box) Burlington Finance Center Attn: FPS Region 04 Invoice P.O. Box 1279 c. CITY Williston			
d. STATE VT			17(i) GRAND TOTAL
e. ZIP CODE 05495-1279			\$51,348.00

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Patricia R. Campbell TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

10/29/2007

HSCEGI-07-A-00013

HECEE4-08-J-00013

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Admin Office: ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 77 Forsyth Street, Suite 700 Valerie Frazier Atlanta GA 30303</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Period of Performance: 11/01/2007 to 09/30/2008</p> <p>Provide temporary additional guard services at various OHA locations throughout the State of South Carolina.</p> <p>You are authorized to proceed and bill for these services as directed by the Contracting Officer's Technical Representative (COTR) or Alternate Contracting Officer's Technical Representative (ACOTR) in an amount not to exceed \$51,348.00.</p> <p>The total amount of award: \$51,348.00. The obligation for this award is shown in box 17(i).</p>	b4	HR	b4	51,348.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 11/01/2007	4. REQUISITION/PURCHASE REQ. NO. SCPSIAGSOHA0801	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 400 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG	7. ADMINISTERED BY (if other than Item 6) ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 77 Forsyth Street, Suite 700 Valerie Frazier Atlanta GA 30303	CODE ICE/FPS/EAST CCG
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  PARAGON SYSTEMS, INC 14160 NEWBROOK DR. SUITE 150 CHANTILLY VA 201512297		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1753576720000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEGI-07-A-00013 HECEE4-08-J-00013	10B. DATED (SEE ITEM 11) 10/29/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase: \$1,760.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR Part 52:243.1 Changes-Fixed Price

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

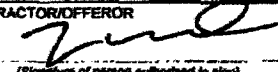
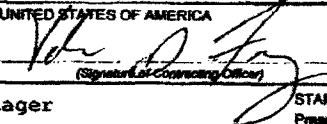
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-07F-0418K  
The State of South Carolina OHA-AGS

The purpose of this modification is to increase the additional guard service rate by \$ b4 due to the CBA no. 2004-0269 Revision#2 dated 8/31/2007. This economic price adjustment is effective November 1, 2007 thru September 30, 2008. Therefore, the additional guard service new rate is \$24.14.

2. Please submit you invoice to receive payment for the hours worked from November 2007 to February 2008.  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>LESLIE KASIBAN, JR</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valerie D. Frazier	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/27/08	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/27/08

NSN 7540-01-152-9070 Previous edition unusable

Fund's Manager

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEGI-07-A-00013/HECEE4-08-J-00013/P00001

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 2 3

NAME OF OFFEROR OR CONTRACTOR  
 PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain the same.</p> <p>LIST OF CHANGES:                      Total Amount for this Modification: \$1,760.00                      New Total Amount for this Version: \$53,108.00                      New Total Amount for this Award: \$53,108.00                      Obligated Amount for this Modification: \$1,760.00                      New Total Obligated Amount for this Award: \$53,108.00</p> <p>Buyer changed                      from Jennifer McGivern                      to Valerie D Frazier</p> <p>Contracting Officer changed                      from Patricia R Campbell                      to Valerie D Frazier</p> <p>Program Manager changed                      from                      to FPS Region 4 Requisitioner</p> <p>Requisitioner changed                      from                      to FPS Region 4 Requisitioner</p> <p>CHANGES FOR LINE ITEM NUMBER: 1                      Quantity changed from b4 to 0                      Unit changed from Hours to                      Unit Price changed from \$ b4 to \$ b4                      Total Amount changed                      from \$51,348.00 to \$53,108.00                      Obligated Amount for this modification: \$1,760.00                      Qualifier changed from By Quantity to By Dollars                      Start Date Added : 11/01/2007                      End Date Added : 09/30/2008</p> <p>CHANGES FOR DELIVERY LOCATION: SC2225                      Quantity changed from 2200 to 0                      Amount changed from \$51,348.00 to \$53,108.00</p> <p>CHANGES FOR ACCOUNTING CODE:                      b2Low                      Quantity changed from b4 to b4                      Amount changed from \$51,348.00 to \$53,108.00                      Continued ...</p>				



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEGI-07-A-00013/HECEE4-08-J-00013/P00001

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 3 3

NAME OF OFFEROR OR CONTRACTOR  
 PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms:                      Delivery Location Code: SC2225                      Various OHA Buildings throughout                      State of South Carolina</p> <p>FOB: Destination                      Period of Performance: 11/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>Provide temporary additional guard services at various OHA locations throughout the State of South Carolina.</p> <p>You are authorized to proceed and bill for these services as directed by the Contracting Officer's Technical Representative (COTR) or Alternate Contracting Officer's Technical Representative (ACOTR) in an amount not to exceed \$51,348.00.                      Product/Service Code: S206                      Product/Service Description: GUARD SERVICES</p>				53,108.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11/01/2007	4. REQUISITION/PURCHASE REQ. NO. SCPAR-FY08-SCH31	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 400 Philadelphia PA 19106	CODE ICE/FPS/EAST CCG	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 4 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 77 Forsyth Street, Suite 700 Valerie Frazier Atlanta GA 30303	CODE ICE/FPS/EAST CCG
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PARAGON SYSTEMS, INC 14160 NEWBROOK DR. SUITE 150 CHANTILLY VA 201512297		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1753576720000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEGI-07-A-00013 HECEE4-08-J-00013	
		10B. DATED (SEE ITEM 11) 10/29/2007	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: b2Low -\$7,242.00

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

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR Part 52:243.1 Changes-Fixed Price
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

GSA Contract #: GS-07F-0418K  
The State of South Carolina OHA-AGS

The purpose of this modification is to decrease the requirement hours by b4 from b4 hours to b4. This will reflect a total decrease of (\$7,242.00).

2. All other terms and conditions remain the same.


**LIST OF CHANGES:**

Total Amount for this Modification: -\$7,242.00

New Total Amount for this Version: \$45,866.00

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valerie D. Frazier	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 06/06/2008

NAME OF OFFEROR OR CONTRACTOR  
PARAGON SYSTEMS, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>New Total Amount for this Award: \$45,866.00  Obligated Amount for this Modification: -\$7,242.00  New Total Obligated Amount for this Award:  \$45,866.00  CHANGES FOR LINE ITEM NUMBER: 1  Total Amount changed  from \$53,108.00 to \$45,866.00  Obligated Amount for this modification: -\$7,242.00</p> <p>CHANGES FOR DELIVERY LOCATION: SC2225  Amount changed from \$53,108.00 to \$45,866.00</p> <p>CHANGES FOR ACCOUNTING CODE:  <div style="background-color: #cccccc; padding: 2px; text-align: center;">b2Low</div></p> <p>Amount changed from \$53,108.00 to \$45,866.00</p> <p>Discount Terms:  <div style="background-color: #cccccc; padding: 2px; text-align: center;">b2Low</div></p> <p>Delivery Location Code: SC2225  Various OHA Buildings  throughout  State of South Carolina</p> <p>FOB: Destination  Period of Performance: 11/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown  is the total amount):</p> <p>Provide temporary additional guard services at  various OHA locations throughout the State of  South Carolina.</p> <p>You are authorized to proceed and bill for these  services as directed by the Contracting Officer's  Technical Representative (COTR) or Alternate  Contracting Officer's Technical Representative  (ACOTR) in an amount not to exceed \$51,348.00.  Product/Service Code: S206  Product/Service Description: GUARD SERVICES</p>				45,866.00