

Company Name:
Allied Barton Security Services

Contract Number:
GS-07F-9349S (GS07F9349S)
HSCEEC-08-A-00006 (HSCEEC08A00006)

Solicitation Number:
HSCEMP-07-Q-0010 (HSCEMP07Q0010)

Period of Performance:
2/1/2008 through 1/31/2009

Services Provided:
Providing security guard services for the Government Services Administration (GSA)
Regional Office Building, 301 7th Street, Washington, DC.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 4		
2. CONTRACT NO. HSCEEC-08-A-00006		3. AWARD/ EFFECTIVE DATE 11/30/2008	4. ORDER NUMBER		5. SOLICITATION NUMBER HSCEMP-07-Q-0010		6. SOLICITATION ISSUE DATE 08/10/2007	
FOR SOLICITATION INFORMATION CALL:		a. NAME Kathy Morris		b. TELEPHONE NUMBER (No collect calls) b2Low		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY ICE/FPS/East CCG/Region 11/Group A Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106		CODE ICE/FPS/EACC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 561612 <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: \$17.00 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO As Indicated On Each Call		CODE	16. ADMINISTERED BY ICE/FPS/East CCG/Region 11/Group A Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Kathy Morris Philadelphia PA 19106					
17a. CONTRACTOR/ OFFEROR ALLIED BARTON SECURITY SERVICES LLC 3606 HORIZON DRIVE KING OF PRUSSIA PA 194064701		CODE 6105569170000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call				
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>						
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-07F-9349S This BPA is issued against GSA contract GS-07F-9349S for Security Guard Service for (but not limited to) the GSA Regional Office Building, 301 7th Street, Washington, DC. This constitutes acceptance of Allied Barton's technical and price proposals dated August 30, 2007 in response to Request for Quotation HSCEMP-07-Q-0010 dated August 10, 2007 and Amendment 0001 dated August 27, 2007. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
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.					29. AWARD OF CONTRACT REF. <u>HSCEMP07Q0010</u> OFFER DATED <u>08/30/2007</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print) Mark R. Porterfield vp			30c. DATE SIGNED 11/30/07	31b. NAME OF CONTRACTING OFFICER (Type or print) Andrew Donahue		31c. DATE SIGNED 11/30/07		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This BPA will remain in effect for up to five years. Specific periods will be identified in individual call orders issued hereunder.</p> <p>Accounting and appropriation data will be provided on individual call orders. Period of Performance: 02/01/2008 to 01/31/2009</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 26.</p>				

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

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

32a. 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 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE 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)
 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)
 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

SCHEDULE OF PRICES

**This requirement is for security guard services at, but not limited to, the following locations:
GSA Regional Office Building, 301 7th Street, SE, in Washington, DC.**

(i) Base Ordering Period (February 1, 2008-January 31, 2009):

CLIN	Description	Qty	Unit of Issue	Rate	Extended Amount
0001	Guard II Productive		HR		\$
0002	Guard II Supervisory	b4	HR	b4	\$ b4
0003	Temporary Additional Services		HR		\$

(ii) Year 2 Ordering Period (February 1, 2008-January 31, 2010):

CLIN	Description	Qty	Unit of Issue	Rate	Extended Amount
0004	Guard II Productive		HR		\$
0005	Guard II Supervisory	b4	HR	b4	\$ b4
0006	Temporary Additional Services		HR		\$

(iii) Year 3 Ordering Period (February 1, 2010-January 31, 2011):

CLIN	Description	Qty	Unit of Issue	Rate	Extended Amount
0007	Guard II Productive		HR		\$
0008	Guard II Supervisory	b4	HR	b4	\$ b4
0009	Temporary Additional Services		HR		\$

(iv) Year 4 Ordering Period (February 1, 2010-January 31, 2012):

CLIN	Description	Qty	Unit of Issue	Rate	Extended Amount
0010	Guard II Productive		HR		\$
0011	Guard II Supervisory	b4	HR	b4	\$ b4
0012	Temporary Additional Services		HR		\$

(v) Year 5 Ordering Period (February 1, 2012-January 31, 2013):

CLIN	Description	Qty	Unit of Issue	Rate	Extended Amount
0013	Guard II Productive	[REDACTED]	HR	\$ [REDACTED]	\$ [REDACTED]
0014	Guard II Supervisory	b4	HR	\$ b4	\$ b4
0015	Temporary Additional Services	[REDACTED]	HR	\$ [REDACTED]	\$ [REDACTED]

Attachment 1

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1 Introduction

1.1 Use of Acronyms

This BPA solicitation contains numerous acronyms. Whenever a new term is introduced in the 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 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 of Contract)
SOW	Statement of Work
SUPV	Supervisor
TAS	Temporary Additional Services

1.2 Introduction (General)

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation number HSCOMP-07-Q-00010.
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW and in Solicitation HSCOMP-07-Q-00010. The Contractor 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.

- C. **Important Note:** Where the Government identifies and references specific 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 III” includes all of Section III. 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 Introduction (FPS)

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

1.4 Introduction (The BPA)

The Government contemplates issuance of a Firm-Fixed Price Blanket Purchase Agreement against the GSA Schedule contract.

1.5 Introduction (BPA Calls)

- A. A “call” will be issued for services required under this BPA and will be ordered using an Optional Form 347 (OF-347), order for Supplies and Services, with a unique call number.
- B. Each call issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.
- C. Under the Changes Clause of the Basic GSA schedule contract, the Government has the unilateral right to add, decrease, cancel, or modify services stated in each call issued, as long as the change is within the scope of the BPA and calls against the BPA. The Contractor will be obligated to provide services at the specified hourly rates contained in the BPA. All modifications to the BPA and calls will be accomplished using a Standard Form 30 (SF30) (form subject to change), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are not directly related to an existing call but are within the scope of this BPA, those services will be ordered by a separate call.

- D. Temporary or Special Additional Services (TAS/SAS) will be issued through separate calls. Depending on the circumstances of each order, TAS/SAS orders may be issued verbally between the CO and/or his/her designated representative and the Contractor and formalized in a written call as soon as possible after the order is made.

2 BPA Start-Up, Review, and Follow-Up

2.1 Conferences and Meetings

- A. Immediately after the establishment of the BPA(s) and prior to the Contractor's performance at the work site(s), the FPS CO shall notify the Contractor, and the FPS Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total BPA requirements and a review of the Contractor's Transition Management Plan.
- B. During the performance of the BPA, the FPS CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant BPA issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the BPA file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 business days after receipt of the meeting minutes. Those comments shall be included with the report in the BPA file.
- C. During the performance of the BPA, the COTR and the contractor shall meet at least monthly to discuss all relevant contract issues. The COTR or CPM will inspect 10% of the guard personnel records for completeness, certification validation and CERT data base correctness. The contractor shall submit the written minutes of these meetings to the COTR. Should the government not concur with the minutes, the government shall state in writing to the contractor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the contract file. A mutual effort will be made to resolve all problems identified.
- D. The Government will allow a 60-day start-up from date of award of the BPA to the initial start of performance for this acquisition.

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

3.1 Prior to Commencement of Work

- A. The Contractor will perform services at facilities primarily located in, but not limited to the following location:

GSA Regional Office Building
301 7th Street, SE, Wash. DC

- B. The Contractor must possess ALL licenses required to perform services in Washington, DC.
- C. **Important Note:** The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. **This information is provided as a guide only. The Contractor must verify and comply with all Federal, State, and Local requirements, whether listed here or not.**
- D. Prior to commencement of work under this BPA, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
1. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes. The Contractor will not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.
 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this BPA.
 3. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the BPA start date and again within 15 days after each ordering period exercised by the Government. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any BPA work. The Contractor shall provide an updated record to the Government upon the CO's or COTR 's request. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this BPA.
 4. 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.
- E. **Important Note:** Failure by the Contractor to obtain all required licenses after award of the BPA will be grounds for termination for cause.

3.2 During Performance of BPA

- A. In performance of work under this BPA, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable Federal, state, and local laws and regulations associated with licensing and permit issuance. The CO, COTR and all other authorized

Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this BPA.

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

4 Qualifications of Personnel

4.1 General Qualifications

- A. Subject to existing law, regulations and/or other provisions of this BPA, illegal or undocumented aliens will not be employed by the Contractor, or with this BPA. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this BPA.
- B. To be eligible to perform under this BPA, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:
 - 1. Be a citizen of the United States of America.

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

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

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

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

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

1. Received a favorable adjudication from FPS;
2. Passed the medical examination;
3. Completed the required training;
4. Passed the required examination(s);
5. And meets all other qualification criteria to be an FPS Contract security guard.

5 Quality Control

5.1 Contractor-Provided Quality Control Plan

- A. Adequate and consistent quality control is an essential component of successful BPA performance. The Contractor shall develop and adhere to the Quality Control Program accepted by the Government upon BPA award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
1. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. (This does not pertain to routine inspections performed by Area Supervisors as part of their normal duties.)
 2. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with (DHS form TBD) Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
 3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
 4. Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this BPA.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire BPA period. Follow-up reports shall be prepared and maintained in the above manner.
- C. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.
- D. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the CO and COTR for approval prior to them performing any inspections under the BPA. All changes in appointments shall require the same approval.
- E. The Contractor shall maintain a file of all inspection reports related to the BPA and shall make those reports available to the CO or COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The

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

- F. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the BPA and adherence to their Quality Control Plan.
- G. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided) Repeated offences can result in termination for default.

5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

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

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

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

6.2 Security Guard Post Assignment Record

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

6.3 Typical Duties

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

6.3-1 Access/Egress Posts

- A. Security guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm

(if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.

- C. Security guards will control access to the post area by observing, detecting, and reporting violations of post regulations as directed by the Post Orders. Security guards must provide and maintain complete and effective surveillance, inspection and protection of all internal and perimeter areas within the designated parameters and limits of the assigned post.
- D. Security guards will process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening.
- E. Security guards shall perform package inspection when and as directed by the Security Guard Post Assignment Record (Post Orders), or as directed by the COTR in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of visitors, employees, and other persons arriving on, working at, visiting, or departing from the facility. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- F. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- G. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.
- H. Security guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.

6.3-2 Roving Posts

- A. Security guards will conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent

security violations. Roving security guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.

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

6.3-3 Traffic Control

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

6.3-4 Receipt, Use, and Safeguarding of Keys

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys, “key cards,” lock combinations, etc, that are issued for the security guards’ use. Keys and access control devices must be safeguarded and secured as sensitive assets as directed by Post Orders. All such keys and access devices are the property of the Government and are to be returned to the issuing agency at the expiration of the BPA.
- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the COTR, and the security guard’s supervisor as soon as the security guard detects the loss or the problem. The Contractor shall reimburse the Government for costs associated with lost, stolen, or damaged keys and access control devices that were under the control of a contract security guard at the time of their disappearance. The Mega Centers support Department of Homeland Security (DHS) FPS alarm monitoring, emergency dispatch, radio and telephone communications, offense/incident recording and transcription services, data entry, security systems technical services, and records management activities throughout the United States.
- C. Refer to Paragraph 17. Government and Contractor Furnished Property, for additional information regarding the use and handling of Government furnished property.

6.3-5 Security and Fire Systems

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

6.3-6 Utility Systems

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.
- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the post orders.
- C. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

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

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.

6.3-13 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the FPS Mega Center and, when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all BPA/call-related court appearances with the COTR. BPA/call-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, contractor employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide qualified contract security guards to fulfill post requirements affected by contractor employees testifying on behalf of the Government.

6.3-14 Civil Disturbances

Security guards will be required to perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the

Government, its employees, property, and the general public lawfully in buildings or on the grounds under the control of the Government.

6.3-15 Emergencies

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

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the Contract Security Guard Duty Register. Contractor employees who patrol between buildings will sign in and out at each building visited. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contractor employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards will sign in and out at each post visited.
- B. Each successively lower line on the Contract Security Guard Duty Register must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the Contract Security Guard Duty Register, the Contractor employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each Contract Security Guard Duty Register containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes. Payment of invoices is based on these procedures.

- D. The COTR will collect all original Contract Security Guard Duty Registers. The Contractor will not remove the original Contract Security Guard Duty Registers from the job site. Invoice payment may not be made until all of the original Contract Security Guard Duty Registers are received by the COTR.

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

7.1 Special Requirements for Contract Managers

- A. The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed here. If the proposed CM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard contract of the size and scope described in this BPA. The CO must approve the proposed CM prior to his/her assignment under this BPA.
- 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/BPA of the size and scope described in this SOW.

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

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

- A. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the Task Order. **The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/Call order or any other guard Contract/BPA administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the BPA requirements. The CM must completely understand the operational requirements of this BPA, including:

1. Functions of both the productive and supervisory staff
 2. Location(s) of service
 3. Method of operation and equipment required at each post
 4. Contents of general and specific post orders
- B. The CM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.
- C. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- D. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the BPA. The contractor will be responsible to provide their own office space for the CM/ACM.
- E. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a CM into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government.

7.3 Services Required - Supervisor (Key Personnel)

- A. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. Area Supervisors shall not simultaneously perform the duties of supervisor and productive security guard. **Area Supervisors shall not provide relief breaks to productive security guards at any time while they are acting in a supervisory capacity.**
- C. The contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the BPA. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COTR by the time of the first meeting after BPA award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA.

- D. The Contractor shall provide the level of supervision necessary to ensure that productive security guards:
1. Are properly trained;
 2. Perform all duties as specified in accordance with the BPA and the (DHS Form TBD) (Security guard Post Assignment Record) for the security post assigned;
 3. Are properly uniformed and present a neat and professional appearance as referenced in the Security Guard Information Manual (SGIM);
 4. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 5. Possess all necessary permits, CPR and first aid certifications, credentials, etc., as required by the BPA or by local or state law.
- E. The Contractor shall provide the level of supervision proposed in the technical proposal and agreed to by the Government upon award of the BPA. All supervisors shall be required to sign in on a Contract Security Guard Register Log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.
- F. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.
- G. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this BPA.

7.4 Special Requirements for Supervisors

- A. The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual's qualifications and demonstrating that the proposed Supervisor meets the requirements listed here. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the BPA. The CO must approve the proposed Supervisor prior to his/her assignment under this BPA.
- B. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of

two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

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

8 Work Scheduling Procedures

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

9 Reporting Man-hours Provided

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

10 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. Any attempt by the Contractor to compensate guard II security guards at an hourly rate of less than that established for a guard II during the performance of this BPA will be considered a breach of Contract and will be grounds for termination for cause.

11 BPA Effort Required

11.1 BPA Effort Required – Productive Hours

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

11.2 BPA Effort Required – Supervisory Hours

- A. Specific hours of supervision will not be required under this BPA. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this BPA.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.
- C. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

11.3 BPA Effort Required – Reserve Security Guard Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). Additionally, the reserve force shall be of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled contractor security guard absences. All reserve security guards must meet the minimum qualification standards required in this BPA before working any post under this BPA.
- B. The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

12 Limitation on Labor-hours to be Provided by Individual Employees

- A. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- B. The limitation on hours may be verbally waived by the COTR in emergencies, which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).

13 Relief and Lunch Breaks

- A. The Contractor shall ensure continuous coverage at all posts identified. The contractor is responsible for complying with all applicable federal, state and local laws regarding employee breaks and relief.
- B. A separate sign-in/sign-out log shall be used for the relief security guard to sign in and out of each post for all relief breaks.
- C. The costs to cover relief and breaks for the productive security guards must be included in the offering price, as they will not be itemized or paid for separately by the Government.

14 Training

14.1 General

- A. All security guards and uniformed supervisors working under this BPA must complete the following training and pass the required written examination. Contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials will not be required to take the training until their suitability adjudication expires. Prior to the expiration of their suitability adjudication, those security guards must complete the required training. All newly hired Contract security guards with no prior experience under the predecessor or other current FPS security guard service Contract must take the following training and pass the written examination prior to working under this BPA.
- B. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, weapons qualifications, first aid, CPR, AED certifications. FPS must be afforded the opportunity to observe all training, certifying, and qualifying activities. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as they will not be itemized or paid for separately by the Government after BPA award.
- C. The CO, COTR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this BPA. The Contractor shall be responsible for providing the CO a copy of the training schedule within 10 days after award of the BPA and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 4.

14.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Exhibits 4A, 4B, 4C, 4D, 4E, and 4F of this BPA. Certifications of training are required for individual Contract employees. See Exhibits 5A-5G.

14.2-1 Security Guards (Productive and Supervisory)

- A. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM should be provided to Contractor's employees on the first day of their basic training course.

- B. Contractor Provided Basic training, Written Exam, Government Provided Training, and Contractor Provided Firearms Training are "one time only" courses, meaning that they do not have to be taken again during the BPA term once they are successfully completed by the Contractor's employees. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications, excluding Government Provided Training, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. The written examination is based entirely upon the *Security Guard Information Manual*.

- C. Each Contractor employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. See Exhibit 4D, for further information regarding the subject matter to be covered during this training.

- D. Each Contractor employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. See Exhibit 4D for further information regarding the subject matter to be covered during this training.

14.2-2 Supervisors

- A. All 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 Contractor-provided Supervisory Training Manual (see Exhibit 4B). Following completion of basic training, the supervisors will be required to take and pass a basic written examination as referenced in section J exhibit 4A.

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

14.3 Written Examination

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

14.4 Weapons Training and Qualification

- A. The Contractor is responsible for providing forty- (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification session. Of the forty hours, thirty-two- (32) hours will be actual training/shooting time on a firing range. (See Exhibit 4E.) **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 cost of ammunition should be factored into the offering price, as it will not be itemized or paid for separately by the Government.
- B. A contractor employee may take the firearms range re-qualification two (2) times within thirty days (30)-day period. However, before the test can be taken a second time the contractor must provide a minimum of eight (8) hours of remedial training. After failing the second test, range re-qualification may not be attempted for a period of six (6) months. The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the course. The Government shall not be liable for compensating the Contractor for any additional expenses

or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.

- C. Any Contractor employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed using the weapon specified in this BPA. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the Contract employee **shall not** exempt the Contractor employee from the annual range qualification requirements.
- D. **Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using current FPS targets only.** The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this BPA and should factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after BPA award.
- E. Annual firearms re-qualification does not require specific additional training; rather, it involves the Contractor employee's ability to pass the Federal Law Enforcement Training Center practical course (See Exhibit 4E) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.
- F. Successful firearms range qualification by Contractor 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.
- G. FPS Law Enforcement Personnel, weapons instructor, or trained representative may witness the firearms qualification for each Contract employee to ensure that each Contractor employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COTR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this BPA.
- H. The Contractor must provide the necessary weapons and ammunition for training and qualifications. The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to an FPS Training Center, if an FPS Training Center is used to conduct range qualifications. All Contractor-provided weapons used for qualifications of Contract employees shall be inspected and approved by an FPS Training Instructor prior to use on any Government firing range. No Contractor employee shall have in their possession any ammunition for firearms

at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

14.5 Minimum Age for Firearms Licensing

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

14.6 FPS-Specific Training

- A. All Contract employees must receive FPS-specific training prior to working under this BPA. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the BPA and prior to the BPA start date. The subjects that will be covered by the training include:
 - 1. General information and special orders for the facilities to be protected under this BPA;
 - 2. Operational procedures for security systems and security equipment used in the protected premises; and
 - 3. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
- B. Each employee must be familiar with all general requirements for a specific facility before being assigned.
- C. See Exhibit 4C, for the complete syllabus on the FPS-specific Government provided training.
- D. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

14.7 Government-Provided Magnetometer/X-Ray Training

- A. All Contract employees shall receive eight (8) hours of Government-provided training on the use and handling of magnetometers and or x-rays, where applicable. See Exhibit 4C.

- B. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion. The certificate shall be filed in each Contractor employee's personnel file.

14.8 CPR/AED/First Aid Training

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

14.9 Other Special Training

- A. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this BPA.
- B. In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be

required to schedule the training, to provide remuneration to all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training when training is required.

14.10 Training of Replacement Employees

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

14.11 Schedule of Provided Training and Testing

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

14.12 Government Provided Training - Failure to Attend

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

employee's ability to work under the BPA may be seriously delayed by the unexcused absence(s).

14.13 Training Waivers

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

15 Medical and Physical Qualifications

15.1 General

- A. The Contractor 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.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

C.15.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards

set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78.

- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. (See Exhibit 6A.) The Contractor shall submit a completed SF 78 for each employee prior to any Contractor employee being permitted to work under the BPA.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the 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.
- D. All Contractor employees must meet the following medical standards:
 - 1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision.
 - 2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
 - 3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
 - 4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
 - 5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
 - 6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the

individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.

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

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

15.3 Physical Demands

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

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

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

15.4 Initial and Recurring Screening for Illegal Drugs

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

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

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

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

within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.

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

15.5 Government Requested Screening

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

16 Conduct of Contractor Personnel

A. General

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

2. Each Contractor employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COTR have the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any Contractor employee from the BPA who does not meet and adhere to the Standards of Conduct as required in this BPA and the SGIM.
 3. The Government may request the Contractor to immediately remove any employee from any or all locations where the contractor has contracts with the Federal Protective Service should it be determined that the employee has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable delinquencies or violations of the Standards of Conduct.
- A. The Contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the BPA:
1. Disturbing papers on desks, opening desk drawers or cabinets, or using Government equipment (i.e. computers, telephones, etc.) except as authorized by this BPA and the post orders.
 2. Violations of the Federal Management Regulations Subpart C, *Conduct on Federal Property* (41 CFR 102-74) (see Exhibit 7).
 3. Using personal electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc. while on duty.
 4. Using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.).
 5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
 6. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
 7. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Government.
 8. Theft, vandalism, immoral conduct, or any criminal actions.
 9. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.

10. Improper use of official authority or credentials.
11. Unauthorized use of communications equipment or Government property.
12. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
13. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
14. Failing to demonstrate courtesy and good manners toward building occupants, Federal officials, and the general public. Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from post. Continued complaints shall be cause for removal from the BPA.
15. Unauthorized use of Government property inclusive of communication equipment, phones or radios, credit cards, travel vouchers or automobiles. The Contractor shall pay for any unauthorized telephone calls or use of credit cards. Violators shall be subject to criminal prosecution.
16. Conducting personal affairs during official time including entering into business arrangements or giving legal advice to persons while on government property.
17. Entertaining, socializing with visitors, building tenants, friends and family members, or other security guards while they are on break or off-duty.
18. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on government property, or granting special favors to agency employees, family members, and their friends.
19. Disclosing any official information or making any news or press releases.
20. Engaging in audacious or demeaning discussions concerning Government internal matters, policies, grievances, legal issues, or personalities; or financial, personal, or family matters with building occupants, family members, the public, or any known associate of the above.
21. Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issue shall require the expressed approval of the COTR.
22. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties. Violating security procedures or regulations.

23. Unauthorized post abandonment. Not remaining on duty until properly relieved. Deserting a duty post.
24. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while in the course of official duty. Violating or permitting others to violate agency parking procedures or regulations.
25. Gambling or unlawfully wagering or promoting gambling.
26. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
27. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
28. Displaying unethical or improper use of uniform, uniform badge and/or other Government identification for other than official business while on or off duty.
29. Knowingly giving false or misleading statements or concealing material facts in connection with travel vouchers, official reports, any records, investigations, or other proceedings.
30. Knowingly making false statement(s) about other contract employees/officials, Government employees, or the general public.
31. Involvement in any form of discrimination or sexual harassment of other contract employees, Government employees or members of the general public as prescribed by law.
32. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
33. Eating, smoking, drinking at the duty station, or taking breaks in any location except those designated as authorized break areas as determined by the COTR.
34. Employment, with or without compensation, by any foreign government, firm, corporation, or individual that is either controlled or managed by any foreign government.
35. Employment as a Government or contract employee of Government, or any other position that would constitute a real or apparent conflict of interest.
36. Misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.

- B. All Contract personnel are expected to behave courteously and professionally toward all persons encountered in the performance of BPA related duties, including Federal employees, building tenants, and the general public. The CO and/or COTR may require retraining, suspension, or dismissal of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this BPA.

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

17 Government and Contractor Furnished Property

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

See Exhibits 3A, 3B, 3C, 3D, and 3E for further details and specifications of Government-furnished property.

The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. **The Contractor is solely responsible for the care and accountability of all Government provided equipment used in performance of this BPA.**

- A. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.
- B. The following types of supplies, materials, equipment, and facilities/office space, may/will be furnished as deemed necessary by the Government:
1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.
 2. Building utilities and services will be afforded the Contractor in accordance with established building operations and procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
 3. Limited occupation and use of federally controlled office space, where available, for the Contract Manager and/or Supervisors to conduct official Contract business.

4. The Government may provide communications equipment and devices as specified in Exhibit 3A for the conduct of official business under this BPA. This may include desktop and mobile computer equipment, desktop and mobile telephones, facsimile machines, xerographic copiers, printers, and 2-way radio equipment.
5. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses.

C. The following administrative and procedural forms will be provided by the Government:

1. All Government administrative forms prescribed for use by Contractor employees under this BPA. See Exhibit 1A for a complete list of required Government forms.
2. Officer's Duty Book, including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
3. Operations and maintenance manuals for Government provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions, and security systems monitoring equipment.

17.1-1 Use of Government Property

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

17.1-2 Accountability of Government Property

- A. All property furnished by the Government under this BPA shall remain the property of the Government. Upon termination or conclusion of the BPA, the Contractor 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 Contractor to acknowledge the receipt of all Government-issued property.
- B. Any property furnished by the Government to fulfill BPA requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be

deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the BPA and may face further penalties as deemed necessary by the Government.

- C. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

17.1-3 Safeguarding Government Property

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

17.1-4 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COTR, the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The FPS Mega Center shall be contacted for after-hours reporting of malfunctioning equipment.

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

17.2-1 Contractor Furnished Property

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

- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment. See Exhibits 2A, 2B, 2C, D2, and 2E for a list of specific CFP required for this BPA.

17.2-2 Equipment

- A. The Contractor will be required to furnish some or all of the types of equipment described herein.
- B. Communications equipment as described in Exhibit 2A. This equipment may include two-way mobile and portable wireless radio equipment, radio base, relay, and repeater equipment, radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.).
 - 1. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government, at its discretion, may identify the radio frequencies to be used by the contractor.
 - 2. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- C. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles, required by the Government. The Contractor shall ensure that Contractor employees obtain all applicable operator's licenses and permits required by law to operate required equipment. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- D. Firearms, ammunition, and less-than-lethal weapons as described in Exhibit 2E. This equipment may include handguns, pistols, Oleoresin Capsicum (O.C.) or pepper spray, etc. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
 - 1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.
 - 2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The

Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.

3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the BPA.
4. The amount and type of ammunition, including additional rounds for contingency, is specified in Exhibit 2E. The additional ammunition shall be provided, stored, and secured on-site by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.
5. The Contractor employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only.
7. The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the COTR prior to the 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. On-site supervisors and security guards shall account for all firearms, and shall make accurate receipt and return entries on the Firearms and Equipment Control Register, DHS Form (to be determined), at the beginning of each shift. The COTR will provide an ample supply of the DHS form.
8. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS Mega Center **immediately** and shall relate all the particulars known regarding the loss or theft of the weapon. Further, the Contractor shall provide a detailed written report to the within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

17.2-3 Uniforms

- A. The Contractor will be required, as specified in Exhibit 2C, to furnish some or all of the types of uniform items described herein.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be **readily distinguishable** from those of state, local, and FPS law enforcement personnel. All security guards performing under this 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.

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

17.2-4 Supplementary Equipment

The Contractor will be required, as specified in Exhibit 2D, to furnish supplementary equipment items described herein. Security guards shall not possess any unauthorized supplemental or personal equipment such as privately owned (e.g., equipment not issued by the contractor or required by the BPA) firearms, knives or other such nonstandard items. Security guards who are found to possess such unauthorized equipment while on post shall be removed from service under the BPA.

18 Regulations, Handbooks, and Other Applicable Documents

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

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

19 Security Guard Certification / Security Requirements

19.1 General

- A. All personnel performing on this BPA must pass a suitability determination conducted by the Government. Contractor 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 security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 days after BPA award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
 - 1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the BPA eligibility requirements, including medical and drug testing (See Section 15);
 - 2. Submit the suitability package to the FPS Contracting Officer's Technical Representative and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is

usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.

3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;² this does not include the FPS Written Exam.
4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the FPS COTR for an FPS certification card:
 - a. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth and that all pertinent documents are on file at the Contractor's facility.
 - b. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - c. A Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenberg Amendment that states s/he has not been convicted of any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms (See Exhibit 1B.). This form shall be valid for a period of one (1) year and must be re-submitted concurrent with the guard's annual firearms re-qualification.
- C. FPS will type on the certification form the date of issuance, qualifications, and expiration date or "TOC" to designate expiration upon completion of the term of the BPA. FPS will then laminate the completed form and issue it to the Contractor.
- D. No guard or supervisor shall be permitted to work under this BPA without a valid certification card.
- E. The certification card shall be worn on the outermost garment of the guard's uniform.
- F. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/First Aid card and a valid firearms permit.

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

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

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

IMPORTANT NOTE: The CO shall have the express authority to demand return of the FPS Certification card for any Contractor 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 BPA until such time as s/he comes into full compliance with all qualification/certification criteria.

19.2 Security Management

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

19.3 Suitability Determination / Entry on Duty Decision

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

DHS Security Office. Contract employees assigned to the BPA not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Contract 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 contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

19.4 Suitability Adjudication

- A. After award of the BPA and prior to any Contractor employees being permitted to work under the BPA, the Contractor is responsible for ensuring that the Contractor 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 Contractor employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:
 - 1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 - 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy)
 - 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy)
 - 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy)
 - 5. Foreign National Relatives or Associates Statement (plus one copy)
 - 6. Lautenberg Amendment Statement (plus one copy)
 - 7. Drug Questionnaire (plus one copy)
 - 8. Alcohol Questionnaire (plus one copy)
 - 9. Financial Disclosure Report (plus one copy)
 - 10. Non-disclosure Agreement (plus one copy)

- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contractor employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. If FPS finds a Contractor employee to be unsuitable to work as a result of the suitability investigation under the BPA, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the BPA, and the Contractor shall in turn immediately remove the affected employee from the BPA. 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 Contractor 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 Contractor employees whose unfavorable adjudication is pending appeal.** Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
 2. Possessing a record of arrests for continuing offenses;
 3. Falsification of information entered on suitability background investigation forms.
- G. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the BPA for five (5) years (if nothing occurs within the 3- year period that would render the security guard unsuitable for continuing performance under the BPA). The Contractor shall **immediately** notify the COTR and the CO in writing of any circumstances

that arise which could possibly affect any Contractor employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). **The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the BPA after his/her suitability clearance has expired shall be removed from the BPA until a new favorable suitability determination is made.** The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date (refer to paragraph B above for forms requirements).

1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- H. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new BPA. 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/BPA 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.
- I. **FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees.** FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

20 Security Clearance Requirements

20.1 Background Investigations

- A. In addition to meeting the FPS background suitability check, 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 BPA 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 Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this 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.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Exhibit 6A, Security Clearance Requirements).
- D. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this BPA, as well as the firm employees, who may, in the performance of this BPA, visit the work site.
- E. Contractor 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 Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the BPA or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
- F. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contractor employee. The costs should be

factored into the offering prices, as they will not be itemized or paid for separately by the Government.

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

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

20.2 Access To Classified Information (Contractor)

- A. The Department of Homeland Security (DHS) has determined that the performance of this BPA requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.
- B. Per Exhibit 6C *Security Suitability Requirements*, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this BPA are not required to possess up to a TOP SECRET security clearance.
- C. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations or other applicable regulations. The Contractor shall hold, as a minimum, interim facility clearance requirements subsequent to the official award date and/or at least thirty (30) days prior to the BPA start-up date.

20.3 Continued Eligibility

- A. If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the BPA.
- B. The Security Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of

compromising sensitive Government information to which he or she would have access under this BPA.

- D. The Contractor will immediately report any adverse information coming to their attention concerning contract 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 Contractor must notify the Security Office of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the Contractor employee is assigned for duty, and the tenant agency provided the Contractor employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the 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.

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.

- A. 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.

1. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.
2. Security guards shall not wear jewelry such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set on the third

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

3. Only authorized logos and accessories shall be worn on or with the security guard uniform. At no time shall a contract employee display, or cause to be displayed, any contractor insignia or logo while on duty without written approval of the COTR.
4. Long sleeve shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
5. Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
6. Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
7. If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.
8. The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by the COTR if prescribed by a board-certified medical doctor for pseudofolliculitis barbae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 120 days.
9. Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
10. Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.
11. For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.

12. Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.
13. Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

22 Contractor Employee Reinstatements

- A. When the Government takes action that may impact upon the suitability or work fitness status of a Contractor employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
- C. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
- D. While the appeal is being considered, the Contractor **shall not** permit the employee to work under this BPA.

23 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this BPA. Files shall be maintained at either the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
 1. Application for employment, including DHS 176, FD 258, resume or detailed prior work history and references;
 2. Results of all criminal history checks obtained by the Contractor;
 3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 6. Records of all basic and refresher training attendance and, where required, test scores;

7. Records of all firearms training and qualification scores, where required by the BPA;
 8. Records of all successfully completed Government-provided training;
 9. A copy of most recent CPR, First Aid, and AED certification card;
 10. A copy of most recent Medical Evaluation (SF 78);
 11. Results of all drug screenings administered (both pre- and post- employment);
 12. A copy of DHS the certification card;
 13. A copy of all firearm licenses and certifications required by state and local regulations;
 14. Records of guard's suitability information (including date current suitability expires);
 15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the BPA;
 16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this BPA; and
 17. A copy of any National Security Information clearance issued, where required by this BPA (i.e., Secret/Top Secret).
- B. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every Contract employee's file.
- C. The CO, or COTR shall have the express authority to review **any** Contractor employee's file at **any time** during the course of the BPA. The Contractor shall maintain all personnel files for a minimum of five (5) years after BPA closeout (upon receipt of release of claims).
- D. 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 contractor employees pertaining to BPA requirements.

WEB Contract Guard Employment Requirements Tracking System (CERT)

1. *The CERT's excel spreadsheet is used by FPS personnel to input security officer information into a national database (CERTS), It is imperative that the information is correct and current.*
2. *The FPS CERT Excel Spreadsheet will be provided to the Contractor after award and shall be used by the Contractor to document the fact that their personnel are certified as outlined in the contract. The dates listed on the CERTs Excel Spreadsheet must match the paperwork in the Contractor employee's security officer training folder.*
3. *The CERT's excel spreadsheet shall be updated monthly by the Contractor and forwarded to the local FPS representative/COTR via email.*

- E. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- F. **False statements, certification, or falsification of any documents required in this BPA by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.**

24 Transition of Guard Services

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

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

24.1 Phase-Out of Services and Continuity of Services

- A. The Contractor must recognize that services under this BPA are vital to the Government and must be continued without interruption. Upon BPA expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request and the contractor shall provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.
- B. After a new BPA is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor BPA). If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date.
- C. The extent to which the Contractor cooperates with the Government and the successor Contractor during the BPA transition will be noted in the Contractor's final performance evaluation and will be part of the final performance rating.
- D. As part of the closeout process, the prior Contractor shall turn over to the successor Contractor all training, medical, suitability, and security records of officers from the prior Contractor who will work for the successor Contractor, within 30 days of the final day of performance. Failure to do so shall result in FPS withholding 10% of the final payment until this action is accomplished.

25 Performance Evaluations

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the BPA by the Contractor. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contractor. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being

given, in order to demonstrate the Government's good faith and paramount intention to obtain successful performance by the Contractor.

- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the BPA file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation.
- C. The Government shall have the express authority to share the findings (either general or specific) of the performance evaluation reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.
- D. The Government shall use the performance evaluations as a factor to determine whether to award any additional ordering periods and/or as a factor to determine whether to award any future contract(s) to the Contractor.

ATTACHMENT #3
Contract Clauses

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

FAR 52.204-9, Personal Identify Verification of Contractor Personnel (NOV 2006)

FAR 52.212-1 Instructions to Offerors - Commercial Items (SEP 2006)

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

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

FAR 52.245-1, Government Property (JUN 2007)

HSAR 3052.215-70 Key personnel or facilities (DEC 2003)

HSAR 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)

HSAR 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)

HSAR 3052.242-71 Dissemination of Contract Information (DEC 2003)

HSAR 3052.242-72 Contracting Officer's Technical Representative (DEC 2003)

HSAR 3052.245-70 Government property reports (JUN 2006)

HSAR 3052.228-70 Insurance (DEC 2003)

B. Clauses Incorporated in Full Text

FAR 52.212-4 Contract Terms and Conditions—Commercial Items. (FEB 2007)

a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an

occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. 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.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed

contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days before the contract expires.

FAR 52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

FAR 52.242-15 Stop-Work Order (AUG 1989)

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

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

(End of clause)

FAR 52.242-17 Government Delay of Work (APR 1984)

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

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

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

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

(End of clause)

HSAR 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, Pub. L. 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 SSI," 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 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 2006)

(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)

(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;
- (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.

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. The BPA is anticipated to be awarded on December 1, 2007.

ATTACHMENT #3
Contract Provisions

FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates issuance of a Blanket Purchase Agreement against the GSA Federal Supply Schedule contract resulting from this solicitation.

(End of provision)

FAR 52.216-27 Single or Multiple Awards (OCT 1995)

The Government may elect to issue a single Blanket Purchase Agreement or to award multiple Blanket Purchase Agreements for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not

necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

INVOICING

1. Invoices shall 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 11 Invoice

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

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

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

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

“...An invoice must include—

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds

Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

(D) Invoices shall separately list amounts due for basic and emergency services.

Invoices without the above information may be returned for resubmission.

2. PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the 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 Order. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this Order and for adjustments for deficiencies in the performance of work.

C. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the 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 Contracting Officer's Technical Representative may compare the man-hours required in the Order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a Order deduction. For example, if the Order required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the Contracting Officer.

3. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

1. To compute man-hour deductions, the Contracting Officer's Technical Representative (COTR) will compare the man-hours reported by the Contractor with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out forms.

2. In the event the Contractor reports more hours than are reflected on the GSA Form 139, or any other approved Sign-in/Sign-out form, the approved form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

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

The Government has the authority to assess deductions from Order payments for all hours where guards exceed the 12-hour on-duty limitation. (See Statement of Work, Paragraph 04.H, *Limitations on Man-hours to be Provided by Individual Employees*). For each hour or part thereof where a guard works over 12 hours without prior approval by the Contracting Officer's Technical Representative (COTR), the Government will deduct the hourly price (or part thereof, if less than one hour is worked).

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

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

4. 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 (COTR) shall be paid by the Contractor.

Note: All costs associated with these exhibits must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

Attachment 2 - LIST OF EXHIBITS

EXHIBIT	TITLE	
1	Productive Requirements Including Post Hours and Location	
1A	List of required administrative forms to be used by the Contractor including time and attendance, property accountability, Lautenberg Amendment form, duty log, etc.	
1B	Lautenberg Statement	
2A	Contractor Furnished Communication Equipment Requirements	
2B	Contractor Furnished Vehicle Requirements	
2C	Contractor Furnished Uniform Requirements	
2D	Contractor Furnished Supplementary Equipment Requirements	
2E	Contractor Furnished Weapons and Ammunition	
3A	Government Furnished Communication Equipment Requirements	
3B	Government Furnished Vehicle Requirements	
3C	Government Furnished Uniform Requirements	
3D	Government Furnished Supplementary Equipment Requirements	
3E	Government Furnished Weapons and Ammunition	
4	Contractor's Training Schedule and Plan	
4A	Basic Training Subjects to be Presented by the Contractor	
4B	Supervisory Training Subjects to be Presented by the Contractor	
4C	Training Subjects to be Presented by the Government	
4D	Contractor Provided Refresher Training	
4E	Contractor Provided Basic Weapons Training and Qualifications	
4F	Contractor Provided Refresher Weapons Training and Qualifications	
5A	Contractor's Certification of Basic Training	
5B	Contractor's Certification of Supervisory Training	
5C	Contractor's Certification of Government Provided Training	
5D	Contractor's Certification of Refresher Training	
5E	Contractor's Certification of Basic Weapons Training	
5F	Contractor's Certification of Weapons Refresher Training	
6	Contractor'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</i>	

	<i>Federal Property (41 CFR 102-74)</i>	
8	Contractor's Certification of Contract Employee Eligibility Requirements	
9	Collective Bargaining Agreement	

EXHIBIT 1

PRODUCTIVE REQUIREMENTS (GUARD II) INCLUDING POST HOURS AND LOCATION

EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card
GSA 3155	Offense/Incident Report
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination
	Security Guard Duty Register
139	Record of Time of Arrival and Departure from Building
	24-hour Duty Log
	Equipment Performance Test Report
2580	Security Post Assignment Record (Post Orders)
DHS111000-9	Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act *
	Foreign National Relatives pr Associates Statement *
	Drug Questionnaire*
	Alcohol Questionnaire*
	Financial Disclosure Report*
	Non-disclosure Agreement*
	*provide original plus one copy

**EXHIBIT 1B
LAUTENBERG CERTIFICATION**

The Lautenberg Amendment to the Gun Control Act of 1968 (18 U.S.C. §922) makes it unlawful for any person who has been convicted of a misdemeanor crime of domestic violence to ship, transport, possess, or receive firearms or ammunition. This prohibition applies to persons convicted of such misdemeanors at any time.

A misdemeanor crime of domestic violence is defined as one that includes the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent or guardian of the victim.

Please complete the following certification:

I (print your first name, middle initial, last name), _____, hereby certify that, to the best of my knowledge and belief, all of the information provided by me is true, correct, complete and made in good faith. I understand that any false statement or fraudulent information provided here may be punishable pursuant to Federal law, including 18 U.S.C. Section 1001.

Signature: _____ **Date:** _____

Have you even been convicted of a misdemeanor crime of domestic violence as defined above? Yes _____ No _____ Not Sure _____ Initial & Date _____
--

If you answered "yes" to this question, please provide the following information with respect to your conviction: Court/Jurisdiction: _____ Docket/Case Number: _____ Statute/Charge: _____ Date of Disposition: _____
--

EXHIBIT 2A

CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

1. Facilities: Statewide

2. Equipment: The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the number(s) of cell phones (and two way radios where required) and associated equipment described below to cover all Government assigned statewide guard posts.

Type of Equipment	QTY
Radio, portable, handy-talkie with Helifex antenna	1 ea.
Charger, rapid rate, with legs	1 ea.
Charger, rapid rate, slim-line, desktop	1 ea.
Battery, rapid rate nickel-cadmium	1 ea.
Standard carrying case, slim-line size	1 ea.
Base Station	1 ea.

3. Licenses and Frequencies: Two-Way Radios will operate on the 900 MHz ISM license-free band utilizing Frequency Hoping Spread Spectrum technology. No FCC license is required.

4. Normal, Emergency and Continuous Communications: The guard is required to have the cell phone (or two way radio when required) with them at all time while on post. All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard. Two way radios will have battery life of at least 12 hours. Two-way radios will have one-to-one and one-to-many calling capabilities. Two-way radios will have an LCD screen that will display the Transmit ID (a unique identification assigned to each radio, for example, post number, post location, etc) of the sending unit on the receiving unit(s) display.

5. The Contractor will provide a listing of cell phones, two way radio(s) and associated equipment to be used on this Contract to the Contracting Officer's Technical Representative. The cell phone list should include the phone number, government agency, building, post number and address it is assigned to or the supervisor assigned to.

EXHIBIT 2B

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

- 1. Facility: Statewide**
- 2. Equipment: Contractor Furnished Vehicle(s)**

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

EXHIBIT 2C

CONTRACTOR FURNISHED UNIFORM ITEMS

1. **Facility:** Statewide

2. **Uniforms:** Contractor Furnished Uniform Items

The Contractor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the Contract. Badges, patches and other approved devices worn on the uniforms shall carry distinctive markings of the Guard Company in compliance with applicable state and local laws.

3. **Uniform Requirements:**

Uniform Components	Description / Color	
Shirt, long sleeve	With Insignia, shoulder patch	
Shirt, short sleeve	With Insignia, shoulder patch	
Trouser, all season weight		
Necktie		
Jacket, winter	Patrol type (Reefer style)	
Windbreaker	Water-resistant, w/ pockets (police-style), w/ 4" lettering on rear "Security"	
Cap	Baseball style cap, w/ 1" lettering "Security"	
Gloves		
Pistol belt (without shoulder strap)		
Level II firearm retention holster (slide on belt type), w/hammer safety strap, left/right as required (armed security guards/supervisors only) (may change based on weapons spec selected)	Black	
Ammunition cartridge case (magazines - 2)(armed security guards only) (may change based on weapons spec selected)		
Duty Belt "Keepers"		
Rubber Glove Carrier		
Flashlight and Holder	Two-D-cell type	
Expandable Police Baton (with holder)	26"	

Uniform Components	Description / Color	
Handcuffs (pair) and keys		
Handcuff case		
Key strap with flap (if needed)		
Nameplate	3-1/2" x 3/4", with 1/2" lettering Gold metal with rounded edges. Black lettering (first initial and last name)	
Boots	Pair, Low Quarter Black, waterproof, slip resistant	
Rain Gear	High visibility, one or two piece with shoulder patches and tab for mounting badge. Must meet ANSI Class I Standards and must allow easy access to pistol and duty gear.	
Whistle, with Chain Attachment	Solid Brass, gold plated with gold plated snake chain-Supervisors. Silver plated with silver plated snake chain for non-supervisory.	

EXHIBIT 2D

CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility:

2. Supplementary Equipment: Contractor Furnished Equipment Items

The Contractor shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the Contract. The Contractor shall maintain all equipment in a ready and usable condition.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color
None	None

EXHIBIT 2E

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

The contractor will provide all security guards, including part-time and reserve guards, with one (1) pistol and three (3) magazines each, meeting the following requirements:

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 34 oz. including the magazine. The magazine shall hold a minimum of ten (10) 9mm rounds and not more than fifteen (15) 9mm rounds. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action trigger pull must not weigh more than 11 pounds and not less than 9 pounds. The single action trigger pull must not weigh more than 6 pounds and not less than 3.5 pounds.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. The normal function of the pistol shall be single action with double action available for the first shot or second primer strike in case of a failure to fire. The pistol must be operable by a right or left-handed user. The hammer must be exposed. The pistol must allow for the lowering of the hammer from a cocked position to an uncocked position without the manipulation of the trigger while ensuring that a chambered round will not fire.

All safeties must be internal and passive with the exception of an external decocking lever. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel. The decocking lever must not be a combination safety-decocking lever. It must be externally frame mounted, and must not be placed within the grasping groove area of the slide.

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

The pistol has to have been assembled in the United States. Ammunition will consist of 9mm Luger 115 or 124 grain jacketed hollow point rounds.

All firearms and ammunition, when not issued for duty, shall be secured by the contractor in a manner consistent with state and local laws, codes, and regulations, and approved by the COTR.

The contractor will have on-hand a sufficient quantity of appropriate and compatible ammunition to provide to all security guards, including part-time and reserve guards with 31 to 40 rounds each depending on magazine capacity. In addition, the Contractor shall have on-hand or immediately obtainable an adequate quantity to meet the ammunition requirements for training and qualifications.

Each guard will pick up their weapons at the beginning of their shift and return weapons and ammunition at the end of the shift. The contractor is only required to purchase one weapon for each post. However, if the post requires 24-hour guard service, there should be a weapon available for each officer (3) in the storage locker so that the guards are not leaving the post unarmed for any amount of time or handing off the weapon to each other in public view.

For an 8 hour shift, there should be one weapon per post. The contractor is required to provide enough weapons to ensure that all posts are armed at all times.

EXHIBIT 3A

GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT REQUIREMENTS

The Government will not furnish communications equipment for the performance of this Contract.

EXHIBIT 3B

**GOVERNMENT FURNISHED VEHICLE EQUIPMENT
REQUIREMENTS**

The Government will not furnish vehicle equipment for the performance of this Contract.

EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

The Government will not furnish uniforms for the performance of this Contract.

EXHIBIT 3D

GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility:

2. Supplementary Equipment: Government Furnished Equipment Items

The Government shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the Contract. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
Metal Detector	Hand held wand style	As required by Post Orders
Magnetometers	Various	As required by Post Orders
X-Ray Machines	Various	As required by Post Order

EXHIBIT 3E

**GOVERNMENT FURNISHED FIREARMS AND AMMUNITION
REQUIREMENTS**

The Government will not furnish firearms or ammunition for the performance of this Contract.

EXHIBIT 4

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

EXHIBIT 4A

BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

The Contractor must present 64 hours of basic training to all students. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 64 hours of training. It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1	Discuss the typical duties of a Contract Security Guard and responsibilities associated with being a contract security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Describe police professionalism today, including the expanding use of contract security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement security guards and the contract security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other

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

Subject	Hours	Scope
Understanding Human Behavior, Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse of, force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to

Subject	Hours	Scope
		competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	Discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	Discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	Explain the various types of situations to which guards will respond. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire

Subject	Hours	Scope
		prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	2	Discuss various types of special situations to which guards may be required to respond, such as providing escorts, controlling traffic, and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Discuss and provide field practice in crowd control and teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	Discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.

Subject	Hours	Scope
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

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

EXHIBIT 4B

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

The Contractor must present 9 hours of supervisory training to any security guard prior to performing supervisory functions. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 9 hours of training.

9 Hours

Subject	Hours	Scope
Supervisor’s Duties and Responsibilities	2	Discuss the basic duties and responsibilities of a security guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS Contract Requirements	1	Review basic FPS Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and FPS officials involved in the administration and operation of FPS Contracts. An actual contract will be discussed so that students will be familiar with all aspects of such contracts to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	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	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.
Purpose of Discipline	1	Discuss the purpose of discipline and the use of

Subject	Hours	Scope
		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	Discuss the problems oral communication encountered in both written and oral communication between supervisors and subordinates and methods to improve both. Lecture will include discussion of quantitative directives and the concept of asking while telling. Also included will be information on formal and informal communications and how the effective supervisor can use both to accomplish his/her mission as a first-line supervisor.
Motivating Employees and Problem Solving Methods	1	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	Discuss scheduling problems and methods to use available personnel effectively to ensure coverage of all posts in a cost-effective manner without using overtime. Included will be several practical “hands on” scheduling exercises.

EXHIBIT 4C

TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT

The Contractor must coordinate with the COTR to present 16 hours of Government provided basic training to all students who have not had basic training. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 16 hours of training. The Instructor will notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility and may be excluded from the required training.

16 Hours

Subject	Hours	Scope
Rules and Regulations	1	Discuss FPS’s jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the FPS Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types, and required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis. Instructor(s) will review and discuss the importance of the following forms:

Subject	Hours	Scope
		a. Preliminary Investigation; b. Crime Analysis; c. GSA Form 252, Found Property Tag; d. GSA Form 1789, Register of Visitors; e. Arrival and Departures; f. Relief Guard Register g. Officer and Inspectors Register; h. Guards Hourly Report / Journal; i. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.
X-Ray and Magnetometer Training	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4D

CONTRACTOR PROVIDED REFRESHER TRAINING

TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS

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

The Contractor must ensure 40 hours of refresher training (32 hours contractor-provided and 8 hours Government-provided) to all students who have not had basic training or refresher training within three (3) years of the start of this Contract. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 40 hours of training. It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	Instructor(s) will discuss the concept of customer-oriented protection and the role security guards play in this approach to security.
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism Part I: Overview	0.5	Describe police professionalism today, including the expanding use of security guards and indicate

Subject	Hours	Scope
(CHAPTER TWO, SGIM)		by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Provide instruction to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.

Subject	Hours	Scope
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people with whom they work in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard within a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE,	1	Provide the security guard with knowledge of how guards shall exercise their authority to

Subject	Hours	Scope
SGIM)		detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse of, force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	0.5	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	Discuss the relationship between the Contractor and the Government, and the protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	Discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.

Subject	Hours	Scope
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment and Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism,	2	Provide a lecture regarding weapons of mass

Subject	Hours	Scope
and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)		destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Discuss and provide field practice in crowd control and teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	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

Subject	Hours	Scope
		potential hazards. Instructions will include manual screening techniques. (Government-provided training)

EXHIBIT 4E

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

The Contractor must present eight (8) hours of firearms classroom training, and 32 hours of live fire training and familiarization to all security guards. In addition to the weapons training, the contractor must provide for the weapons qualification course and must coordinate with the COTR 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’ progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 40 hours of firearms training. It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Subject	Hours	Scope
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals of firing and firearms qualification.) Provide instruction in the handling and control of the security guard’s firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a “cocked” hammer on a live round.
Familiarization Fire	32	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

Requirements for Annual Re-Certification

Annual firearms re-qualification requires the contract employee to pass the firearms Qualification Course (listed below) with a passing score. The Contractor is responsible for ensuring that all its employees receive the training and/or range time necessary to successfully requalify.

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target

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

Course of Fire:

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YDS	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 to the chest of the target in three (3) seconds, and re-holster. Draw and fire three (3) rounds to the chest in three (3) seconds, 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

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command, the shooter will draw and fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six (6).
6	25 YDS	4	Barricade	On command, the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command 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 position and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				cover, perform a magazine exchange.
7	25 YDS	4	Barricade	On command, the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two (2) rounds from the left side standing barricade position, move to the left side kneeling barricade position and fire an additional two (2) rounds, in twenty (20) seconds.

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

Marksmanship Ratings

220-230 = Marksman

231-240 = Sharpshooter

241-249 = Expert

250 = Distinguished Expert

EXHIBIT 4F

CONTRACTOR-PROVIDED EXPANDABLE BATON TRAINING AND CERTIFICATION

The Contractor must present 8 hours of expandable baton training and certification to all security guards. 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’ progress in comprehending and applying the concepts and materials taught. It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Annual expandable baton training and recertification is required.

Subject	Hours	Scope
Expandable Baton Training and Certification	8	The training will consists of both lecture and hands-on demonstrations pertaining to the nomenclature, maintenance requirements, drawing techniques, opening/closing techniques, tactical positions and stances, striking techniques and retention techniques.

EXHIBIT 5A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5B

CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

The Supervisory Training was provided from _____ to _____
(DATE) (DATE)

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

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5C

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

_____ of _____
(Name of Instructor) (Name of Agency)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5D

CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

The Refresher Training was provided from _____ to _____
(DATE) (DATE)

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

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5E

CONTRACTOR'S CERTIFICATION OF BASIC WEAPONS TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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 Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5F

CONTRACTOR'S CERTIFICATION OF 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 Contract number _____.

The Baton Training was provided from _____ (DATE) to _____ (DATE)

The Firearms Re-Qualification was conducted on _____ (DATE)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 6

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

Employee’s Name: _____

SSN: _____ - _____ - _____

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

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

(Printed Name of Contractor’s Authorized Representative) (Signature) (Date)

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

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

EXHIBIT 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

Standard Form SF78 can be downloaded from the following web site:

<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=D379ECBDBD3D0D7485256E050067AC4D>

The contractor is responsible for printing costs and keeping adequate quantities of the form on hand.

EXHIBIT 6B

KEY PERSONNEL RESUME

Employee's Name: _____ **SSN:** - -

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

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

RESPONSIBLE FOR THE WORK OF: _____ **PERSONS**

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

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

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

Employee's Name:

SSN: - -

EDUCATION SUMMARY:

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

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

EXHIBIT 6C

SECURITY SUITABILITY REQUIREMENTS

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

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

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



Rules and Regulations Governing Conduct on Federal Property

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

Accessibility (41 CFR 102-74.365). The rules in this subpart apply to all property under the authority of the U.S. General Services Administration and to all persons entering or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the appendix to part 102-74 at each public entrance to each Federal facility.

Accession (41 CFR 102-74.370). Federal agencies may, in their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

Accession to Property (41 CFR 102-74.375). Federal agencies must:

- Close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by subpart D of this part, Federal agencies must not close the property (or affected portions thereof) to the public.
- Close property to the public during working hours only when situations require this action to ensure the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated official is defined in Sec. 102-71.20 of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials.
- Ensure, when property or a portion thereof is closed to the public, that admission to the property, or the affected portion, is restricted to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation of Property (41 CFR 102-74.380). All persons entering in or on Federal property are prohibited from:

- Improperly disposing of rubbish on property;
- Willfully destroying or damaging property;
- Stealing property;
- Creating any hazard on property to persons or things;
- Throwing articles of any kind from or at a building or the climbing upon statues, fountains or any part of the building.

Conformity with Signs and Directions (41 CFR 102-385). Persons in and on property must at all times com-

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

Disturbances (41 CFR 102-74.390). All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property which:

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

Gambling (41 CFR 102-74.395). Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 et seq.), all persons entering in or on Federal property are prohibited from:

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

Narcotics and Other Drugs (41 CFR 102-74.400). Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from:

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

Alcoholic Beverages (41 CFR 102-74.405). Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

Soliciting, Vending and Debt Collection (41 CFR 102-74.410). All persons entering in or on Federal property are prohibited from soliciting commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for:

- (a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled "Solicitation of Federal Civilian And Uniformed Service Personnel For Contributions To Private Voluntary Organizations," and sponsored or approved by the occupant agencies;
- (b) Concessions or personal notices posted by employees on authorized bulletin boards;
- (c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Public Law 95-454); and
- (d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 581(h)). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part.

Posting and Distributing Materials (41 CFR 102-74.415). All persons entering in or on Federal property are prohibited from:

- (a) Distributing free samples of tobacco products in or around Federal buildings, under Public Law 104-52, Section 636.
- (b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities.
- (c) Distributing materials, such as pamphlets, handbills, or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 102-71.20 of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in subpart D of this part. Any such person or organization must distribute materials only in accordance with the provisions of subpart D of this part. Failure to comply with those provisions is a violation of these regulations.

Photographs for News, Advertising, or Commercial Purposes (41 CFR 102-74.420). Except where security regulations apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of:

- (a) Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;
- (b) Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and
- (c) Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs and Other Animals (41 CFR 102-74.425). Except seeing eye dogs, other guide dogs, and animals used or being trained to guide or assist handicapped persons, per-

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

Vehicular and Pedestrian Traffic (41 CFR 102-74.430). All vehicle drivers entering or while on Federal property must:

- (a) Must drive in a careful and safe manner;
- (b) Must comply with the signals and directions of Federal police officers or other authorized personnel;
- (c) Must comply with all posted traffic signs and signals approved by the GSA Region; such regulations have the same force and effect as if they were State laws;
- (e) Are prohibited from blocking walks, loading platforms, or fire exits;
- (f) Are prohibited from parking or leaving a vehicle in unauthorized locations or in violation of posted signs or signs without a permit. Parking without a permit in unauthorized locations or in violation of posted signs is prohibited. Violation, where warning signs and removal at the owner's risk, agencies may take as proof of violation. Such evidence shall be prima facie evidence that the violator was responsible for the violation.

Explosives (41 CFR 102-74.435). Except as otherwise provided, no person may carry or have in his or her possession any explosive or incendiary device, either openly or in a container, on Federal property for any purpose other than official purposes.

Weapons (41 CFR 102-74.440). Except as otherwise provided, no person may possess or have in his or her possession of firearms or other weapons on Federal facilities and Federal court facilities not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to imprisonment for periods up to five (5) years.

Nondiscrimination (41 CFR 102-74.450). Federal agencies must not discriminate in the awarding of contracts or otherwise against any person or persons on the basis of race, creed, sex, color, or national origin, or on the basis of refusing to furnish to such person any facility of a public nature, including but not limited to, accommodations, and access to such facilities.

Penalties (41 CFR 102-74.450). Any person who violates any rule or regulation in this subpart is subject to the charge of a Federal crime under the General Services Administration statute, 41 CFR 102-74.450, or any other Federal law, or any provision of the United States Code, imprisonment, or both.

Impact on Other Laws or Regulations (41 CFR 102-74.455). No rule or regulation in this subpart is intended to nullify any other Federal law, State and local laws and regulations, or any other law in which the property is situated.

WARNING WEAPONS PROHIBITED

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons unless specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five years.

Exhibit 8

**Contractor’s Certification of Contract Employee Eligibility
Requirements**

Contract Employee’s Name: SSN: - -

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

<u>SUBJECT</u>	<u>DATE COMPLETED/FILED</u>
RESUME/TRANSCRIPTS/DIPLOMA	_____
SF 78 – CERTIFICATE OF MEDICAL EXAMINATION	_____
PRE-EMPLOYMENT DRUG SCREENING	_____
DOMESTIC VIOLENCE (LAUTENBERG CERT. FORM)	_____
STATE/LOCAL FIREARMS LICENSE	_____
BASIC TRAINING COMPLETION CERTIFICATE	_____
PASSING SCORE ON WRITTEN EXAMINATION	_____
FIREARMS TRAINING CERTIFICATE	_____
FIREARMS QUALIFICATION CERTIFICATE	_____
GOVERNMENT PROVIDED TRAINING CERTIFICATE	_____

Exhibit 8 (Cont'd)

RECERTIFICATION TRAINING CERTIFICATE _____

EXPANDABLE BATON TRAINING CERTIFICATE _____

MAGNETOMETER/X-RAY TRAINING CERTIFICATE _____

REFRESHER TRAINING _____

FIRST AID TRAINING CERTIFICATE _____

CPR/AED TRAINING CERTIFICATE _____

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

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

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

AUTHORITY FOR RELEASE OF INFORMATION:

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

CERTIFICATION:

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

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

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

Exhibit 9 (Wage Determination)

Federal Protective Service
National Capital Region


U.S. Department of Homeland Security
1900 Half Street, SW
5th Floor
Washington, DC 20536



U.S. Immigration and Customs Enforcement

December 3, 2007

MEMORANDUM FOR: Andrew J. Donahue
Contracting Officer
Department of Homeland Security

FROM: Robert S. Yingling III 
Contract Security Program Manager

SUBJECT: Contracting Officer Technical Representative Nomination

The National Capitol Region wishes to nominate Inspector Raysean Clark to be the Contracting Officer Technical Representative (COTR) for **Contract #HSCEEC-08-A-00006**. Please find attached documentation that reflects her certification to become a COTR.

Please forward your decision to appoint Raysean Clark as a COTR to me, at the following address:

U.S. Department of Homeland Security
Federal Protective Service
Contract Security Program Office
Attention: Robert S. Yingling III
1900 Half Street, SW
5th Floor
Washington, DC 20536

Attachment



b2Low